

POLICY

Individual Medical
Underwriting Plan



July 1, 2025



Insurance

ELIGIBILITY

You are not eligible for any coverage under this *contract* if:

- a. ***you* have been diagnosed with a *terminal illness* for which a *physician* has estimated *you* have less than 6 months to live;**
- b. ***you* have been advised by a *physician* against travel at this time;**
- c. ***you* require kidney dialysis;**
- d. ***you* have ever received a bone marrow or organ transplant (except skin or cornea transplant);**
- e. ***you* have been diagnosed with and/or received *medical treatment* for metastatic cancer in the last 5 years;**
- f. ***you* have been prescribed or taken home oxygen for a lung condition in the last 12 months.**

NEED HELP DURING YOUR TRIP?

**IN THE EVENT OF AN *EMERGENCY*, PLEASE CONTACT
CAA ASSISTANCE IMMEDIATELY.**

At first onset of symptoms of a *medical emergency* and before *you* seek *medical treatment*, please contact *CAA Assistance*. However, if *you* are unable to do so because *you* are medically incapacitated, *you* or someone else must contact *CAA Assistance* as soon as reasonably possible.

Contact us via Call, Chat or Email

Call us:

From Canada & Mainland US: **1-866-580-2999**

From Elsewhere: **1-519-251-5179**

Contact us via chat:

SMS: **1-450-234-8044**

WhatsApp: **1-888-657-7611**

Webchat: **orion.xodus.ca/assistance**

Email us at this address:

orionassistance@xodus.ca

If this is a life threatening emergency, call 911 or local emergency number.

You must contact *CAA Assistance* before obtaining *emergency treatment*, so that *we* may:

- confirm coverage; and
- provide pre-approval of *treatment*.

If it is medically impossible for *you* to contact *CAA Assistance* prior to obtaining *emergency treatment*, *we* ask *you* to contact them as soon as possible or have someone contact them on *your* behalf. Otherwise, if *you* do not contact *CAA Assistance* before *you* obtain *emergency treatment*:

- *your* maximum benefit payable will be reduced to 80% of *your* medical expenses covered under this insurance, to a maximum of \$25,000; and
- in the event of out-patient medical consultation, a maximum of one (1) visit per *accident, sickness* or *injury*.

You will be responsible for the payment of any remaining charges.

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10 DAY RIGHT TO EXAMINE

Please take the time to read *your contract* and review all of *your coverage(s)*. If *you* have any questions, *you* may contact *us* at 1-833-247-2940. *You* may cancel this *contract* within 10 *days* of purchase if *you* have not departed on *your trip* and there is no claim in progress.

Important Information About This Contract

Canadian Life and Health Insurance Association

IMPORTANT NOTICE - READ CAREFULLY BEFORE *YOU* TRAVEL

You have purchased a travel insurance *contract* – 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 exclusions (e.g., *medical conditions* that are not *stable*, pregnancy, excessive use of alcohol, and high risk activities).
- This insurance may not cover claims related to *pre-existing medical conditions*, whether disclosed or not at time of policy purchase.
- Contact **CAA Assistance** before seeking *treatment* or *your* benefits 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* policy will be voidable.

IT IS *YOUR* RESPONSIBILITY TO UNDERSTAND *YOUR* COVERAGE. IF *YOU* HAVE QUESTIONS, CALL *US* AT 1-833-247-2940 OR VISIT CAAQUEBEC.COM.

Please read this policy carefully before *you* travel.

This *contract* contains a provision removing or restricting *your* right to designate persons to whom or for whose benefit insurance money is to be payable.

This *contract* covers losses resulting from unforeseen and emergent circumstances only. It contains terms, limitations, conditions and exclusions, general and specific, that may restrict benefits payable.

Precedent of the French version

In case of discrepancy between the French and English versions of the provisions of this policy, precedent will be given to the French version of the text.

PLEASE READ THIS POLICY

It is *your* responsibility to read this policy carefully before *you* travel, particularly the sections relating to the insurance coverage(s) *you* have purchased. Some of the terms may limit the benefits payable to *you*.

Check *your Individual Medical Underwriting Agreement* for the insurance coverage(s) *you* have purchased, then refer to the coverage description(s) using the Table of Contents at the beginning of this policy.

By following the instructions in the section How to File a Claim beginning on page 15, *you* can speed up the assessment and, where applicable, payment of *your* covered eligible expenses.

Throughout this policy *you* will notice that certain terms are brought to *your* attention with italics. These terms are explained in the Definitions section beginning on page 16. Pay particular attention to these definitions as *we* have given a very specific meaning to these terms.

Important Information About This Contract

CARRY THE WALLET CARD, A COPY OF YOUR PROVINCIAL HEALTH CARD AND THIS POLICY WITH YOU AT ALL TIMES

The wallet card provides emergency contact information to reach *CAA Assistance*. You must contact them before receiving any *medical treatment* and in the event of a claim.

Emergency Medical Insurance

Eligibility	<ul style="list-style-type: none"> • Purchase is subject to Eligibility on the inside front cover.
Purchase Conditions	<ul style="list-style-type: none"> • <i>You must be a Canadian resident covered by a government health insurance plan (GHIP) for the full duration of the trip.</i> • <i>Applicants must complete a medical questionnaire.</i> • <i>Insurance must be purchased not more than 90 days before the departure date or effective date.</i>
Coverage Starts	<p>The latest of:</p> <ul style="list-style-type: none"> • <i>The date you leave your Canadian province or territory of residence; or</i> • <i>The departure date or effective date shown on your Individual Medical Underwriting Agreement.</i>
Coverage Ends	<p>The earliest of:</p> <ul style="list-style-type: none"> • <i>The date you return to your Canadian province or territory of residence; or</i> • <i>The return date as shown on your Individual Medical Underwriting Agreement.</i>
Maximum Age	No maximum age
Maximum Benefit	<p>Up to \$5 million. Maximum \$25,000 for all Emergency Medical Insurance benefits if at time of claim:</p> <ol style="list-style-type: none"> <i>your GHIP coverage was lapsed; and/or</i> <i>you did not have GHIP authorization to cover your trip days exceeding the days GHIP covers outside your province or territory of residence.</i>
Maximum Trip Days Including Extension	Maximum trip days may not exceed the period for which your GHIP covers you or 365 days, whichever is the lesser.

You will be required to provide evidence of your departure date and return date when filing a claim (for example, airline ticket, customs or immigration stamp or other receipt).

CANADIAN PROVINCIAL OR TERRITORIAL GOVERNMENT HEALTH INSURANCE PLAN (GHIP) LONG STAY REQUIREMENT

Canadian provincial and territorial *government health insurance plans* limit the maximum *days you can travel outside Canada and remain covered by your GHIP*. Please review *your GHIP* for details.

For *trips exceeding the maximum days covered by your government health insurance plan, you must obtain written authorization from your GHIP that your coverage will remain in effect for your entire trip duration*. If *you do not obtain authorization, any*

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trip days exceeding *your government health insurance plans* maximum number of allowable *days* are subject to a maximum total benefit of \$25,000 for all Emergency Medical Insurance benefits.

MEDICAL QUESTIONNAIRE

The completed *medical questionnaire* forms part of this insurance *contract*.

It is important that *you* immediately notify *us* at 1-833-247-2940 if any inaccuracy exists so that *you* can take immediate action to complete a new and accurate *medical questionnaire*.

If it is found that *you* have not answered any question asked in the *medical questionnaire* truthfully and accurately at time of application, *you* will be responsible for the first \$5,000 of any claim, in addition to any deductible applicable to *your contract*. *You* will also be required to pay the additional premium necessary based on true and accurate answers to the *medical questionnaire*, otherwise no future coverage will be provided under this *contract*.

TEMPORARY RETURN TO YOUR CANADIAN PROVINCE OR TERRITORY OF RESIDENCE

If *you* choose to return to *your* Canadian province or territory of residence for a short stay within *your* period of coverage:

- *you* may do so without terminating *your* original *contract* and requiring a new *contract*;
- *your* Emergency Medical Insurance is not in effect and no refund of premium is available for the *days* while *you* are in *your* Canadian province or territory of residence.

INSURED RISKS – WHAT IS COVERED

This insurance provides payment for a *medical emergency*. **Benefits will be paid for reasonable and customary charges incurred following an emergency resulting from a sudden accident, sickness or injury which occurs on a trip during this contract's period of coverage.** Eligible *treatments* are limited to what is declared **urgent** and **necessary** for the stabilization of the *medical condition*.

DEDUCTIBLE

If *you* selected a deductible, *we* pay eligible losses incurred in excess of the amount, as shown on *your Individual Medical Underwriting Agreement*. Benefits provided by this coverage are granted once the deductible has been paid. The deductible is in U.S. dollars and it applies per *Insured* and per *trip*, after any benefits covered under governmental programs have been paid.

BENEFITS AND SERVICES OFFERED

The following benefits are provided per *Insured*, per *trip* for *reasonable and customary charges* listed below, for emergent, unforeseen and *medically necessary* services as per the terms and conditions of this *contract*. Coverage is subject to a maximum of \$5 million per *trip*, and **provided that these charges are not incurred before obtaining the approval of CAA Assistance.**

HOSPITALIZATION, MEDICAL, DENTAL AND PARAMEDICAL EXPENSES

1. Hospitalization:

The cost of *hospital* services in a private or semi-private room (or an intensive or coronary care unit where *medically necessary*).

Emergency Medical Insurance

2. **Incidental Expenses:**

The cost inherent to *hospitalization* (phone, television, parking, etc.) up to a limit of \$100 per *day*, and a maximum of \$2,000 while *hospitalized* for at least 48 hours. This benefit will be paid as a lump sum after *you* are released from the *hospital* and upon approval of *your* claim.

3. **Physicians' Fees:**

The difference between costs charged by a *physician* and benefits allowed under government programs.

4. **Diagnostic Services:**

The cost for laboratory tests and X-rays when prescribed by the attending *physician*.

5. **Medical Appliances:**

The cost of rental or purchase of casts, trusses, braces, crutches, canes, splints, wheelchairs, orthopedic corsets and other medical appliances when prescribed by the attending *physician*.

6. **Nursing Care:**

The costs of a registered nurse for private care while *hospitalized* and when *medically necessary* and prescribed by the attending *physician*.

7. **Professional Services (when prescribed as part of *emergency medical treatment*):**

The cost of professional services by a physiotherapist, chiroprapist, chiropractor, osteopath or podiatrist when *medically necessary* and prescribed by the attending *physician*.

8. **Drugs (when prescribed as part of the *emergency medical treatment*):**

The cost of drugs requiring a *physician's* prescription, except when they are required for the continued stabilization of a chronic *medical condition*.

9. **Dental Care:**

Reimbursement of:

- a. up to \$5 million for *emergency dental treatment* at *trip* destination to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an external *injury*, provided *you* consult a *physician* or dentist immediately following the *injury*;
- b. necessary *emergency dental treatment*, as described in 9.a, that must be continued upon return to *your* Canadian province or territory of residence, provided *treatment* is completed within 180 *days* from the date of the *accident*, up to a maximum of \$2,000; and
- c. other *emergency dental treatment* at *trip* destination (excluding root canal treatment or any damage to dentures) up to a maximum of \$500.

TRANSPORTATION EXPENSES

10. **Ambulance or Taxi Service:**

The cost of local ambulance or air ambulance service to the nearest accredited medical facility, including inter-*hospital* transfer when the attending *physician* and *CAA Assistance* determine that existing facilities are inadequate to *treat* or stabilize the patient's condition.

11. **Repatriation to the Province of Residence:**

- a. up to \$5 million for the cost of repatriation to *your* province of residence by means of appropriate transportation in order to receive immediate medical attention; and

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- b. the cost of repatriation of *your travel companion* or one of *your immediate family members* is covered under this *contract*, if *you* are unable to return to the departure point, by means of the transportation initially planned for such return. The cost of an accompanying adult is covered in the case of *child* repatriation; and
- c. the cost for commercial accommodation and meals, essential taxis and phone calls for 1 *travel companion* or 1 *immediate family member* if *you* are relocated to a place other than *your* point of departure up to a limit of \$300 per *day* and a maximum of \$900; and
- d. the cost for a qualified medical attendant to accompany *you* to *your* Canadian province or territory of residence when recommended by the attending *physician*. This includes return airfare and overnight lodging and meals (where necessary);
- e. the fare for additional airline seats to accommodate a stretcher to return *you* to *your* Canadian province or territory of residence.

12. Transportation to Visit *You*:

Covered expenses for an *immediate family member* or a close friend not at the *trip* destination, to visit the *hospital* where *you* are being *treated* or to travel to identify *your* remains include:

- a. reasonable out-of-pocket expenses incurred for the cost of commercial accommodation, meals in a commercial establishment, essential taxis and phone calls and the cost of *child* care services, up to a daily maximum of \$300, up to \$1,500 maximum limit; and
- b. round-trip, economy class transportation; and
- c. travel insurance for the person attending *your* bedside subject to the terms and conditions of *your* Emergency Medical Insurance.

The expenses described above will be **reimbursed** only if *you* remain *hospitalized* for at least 3 *days* and the attending *physician* acknowledges in writing that the visit is necessary. This benefit is provided immediately if *you* are a person(s) with disability (physical or mental) or under 26 years of *age* and dependent for support on the visiting *family* member.

13. *Child* Care:

In the event an *Insured* parent or legal guardian on the *trip* must be medically repatriated or *hospitalized*, we will pay the following benefits:

- a. **Reimbursement** for the cost of an accompanying adult is covered in the case of *child* repatriation;
- b. **Reimbursement** for services of a *caregiver* contracted by *you* for *your Insured child(ren)* or grandchild(ren). This benefit is limited to *child(ren)* up to *age* 19 (except in cases of a person(s) with disability (physical and/or mental)). Provision of an attendant will be arranged by *CAA Assistance*;
- c. **Reimbursement** of up to \$1,000 for *child* care provided in *your* Canadian province or territory of residence in the event their parent or legal guardian is attending *your* bedside in a *hospital* at destination. This benefit is limited to *child(ren)* up to *age* 19 (except in cases of a person(s) with disability (physical and/or mental)).

14. *Vehicle* Return:

- a. The reasonable cost of returning *your vehicle*, either private or rental, by a commercial agency, or by any person authorized by *CAA Assistance*, to *your* residence or nearest appropriate *vehicle* rental agency when *you* are unable to return the *vehicle* due to *accident*, *sickness* or *injury*. A medical certificate from the attending *physician* in the locality where the incapacity occurred is required, attesting that *you* are incapable of using *your vehicle*;

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b. The cost of *your* one (1) way airfare if *your* private *vehicle* is stolen or inoperative due to an *accident*.

15. **Baggage Return:**

The cost to return *your* baggage following *your* medical repatriation or death is covered, up to a maximum of \$500.

16. **Pet Return:**

The cost to bring back *your* pet(s) in the event of *your* medical repatriation or death to *your* province of residence is covered up to a maximum of \$500.

17. **Return of the Deceased:**

a. **Reimbursement** of the actual cost of preparation and transportation of *your* remains to the departure point in the province of residence up to a maximum of \$5 million; or

b. **Reimbursement** of burial on site or cremation is covered up to a maximum of \$10,000.

No benefit is payable for the cost of a gravestone, casket, urn and/or funeral services expenses.

EMERGENCY CARE EXPENSES

18. **Subsistence Allowance:**

The cost of commercial accommodation, meals in a commercial establishment, essential taxis and phone calls when *your* return must be delayed due to an *accident*, *sickness* or *injury* of *you* or *your* family member or *travel companion* up to a limit of \$350 per *day* and a maximum of \$3,500. If *sickness* or *injury* delays *your* return more than 10 *days* beyond the *return date*, the subsistence allowance will only be paid upon submission of proof that *you* or the accompanying *family member* or *travel companion* was admitted and confined to a *hospital* for at least 72 hours within the 10 *day* period.

19. **Non-Medical Emergency Evacuation:**

The cost of *your* *emergency* evacuation from a mountain, sea or other remote location, to the nearest accessible point by professional services up to maximum of \$5,000.

20. **Return to Trip Destination Outside of Your Province of Residence:**

The cost of a one-way economy airfare for *you* to be returned to *your* *trip* destination, within *your* period of coverage, after *you* are returned to *your* Canadian province or territory of residence for immediate *medical treatment*, provided *your* attending *physician* approves and no further *treatment* is required. Any recurrence or complications will not be covered under this *contract*.

21. **Medical Follow-up in Canada:**

Reimbursement for the following costs if incurred within 15 *days* of repatriation when *you* are medically repatriated by *us* to *your* province of residence after being *hospitalized*:

- The cost of a semi-private room in a *hospital* or a rehabilitation centre or a convalescent home up to a maximum of \$1,000;
- The cost for home nursing care when medically required and provided by a registered nurse or a registered nursing assistant, up to a limit of \$50 per *day*, for a maximum of 10 *days*;
- The rental cost of the following devices, up to a maximum of \$150: crutches, standard walker, canes, trusses, orthopaedic corset and oxygen; and
- The cost for transportation (ambulance and/or taxi) in order to receive medical care up to a maximum of \$250.

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22. Domestic Services:

Reimbursement for domestic services such as housekeeping to *your* principal residence when *you* have been medically repatriated by *us* up to a maximum of \$250 per *contract*.

23. Pet Care:

Reimbursement for *emergency* veterinary services in the event *your* pet(s) suffers an *accidental* bodily *injury* while accompanying *you* during *your trip* up to a maximum of \$300.

24. Commercial Kennel Costs:

Reimbursement for commercial kennel costs for *your* pet(s) when *you* are not able to return on *your* planned *return date* up to a maximum of \$300.

25. Terrorism Coverage:

Reimbursement of covered expenses when an *act of terrorism* directly or indirectly causes *you* a loss.

EMERGENCY ASSISTANCE EXPENSES:

26. Prescription Assistance:

Assistance to co-ordinate replacement of lost, forgotten or stolen essential prescription medication at *your trip* destination (excluding non-vital prescription medication). The cost of replacement will be *your* responsibility.

27. Vision Care:

Reimbursement up to \$300 for the replacement at *your trip* destination, outside *your* province of residence, of prescription eyeglasses due to theft, loss or breakage during *your trip* and assistance to co-ordinate the replacement.

28. Hearing Aid:

Reimbursement up to \$200 for the replacement at *your trip* destination, outside *your* province of residence, of a hearing aid due to theft, loss or breakage during *your trip* and assistance to co-ordinate the replacement. Does not include batteries or ear molds.

29. Urgent Messages:

Transmission of urgent messages by multilingual *CAA Assistance* co-ordinators.

CONDITIONS

1. *You* must contact *CAA Assistance* before obtaining *emergency treatment*, so that *we* may:

- confirm coverage; and
- provide pre-approval of *treatment*.

If it is medically impossible for *you* to contact *CAA Assistance* prior to obtaining *emergency treatment*, *we* ask *you* to contact them as soon as possible or have someone contact them on *your* behalf. Otherwise, if *you* do not contact *CAA Assistance* before *you* obtain *medical treatment*:

- *your* maximum benefit payable will be reduced to 80% of *your* medical expenses covered under this insurance, to a maximum of \$25,000; and
- in the event of out-patient medical consultation, a maximum of one (1) visit per accident, sickness or injury.

You will be responsible for the payment of any remaining charges.

Contact methods are located on the inside front cover and page 14.

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2. In the event of an *accident, sickness or injury*, your prior medical history will be reviewed as part of the claim process.
3. A new *medical questionnaire* may be required for an extension to determine eligibility and premium.
4. Application for an extension must be made prior to the *return date of your contract*.
5. If we pay your health care provider or reimburse you for covered expenses, we will seek reimbursement from your government health insurance plan and from any other medical reimbursement plan under which you may have coverage. You may not claim or receive in total more than 100% of your actual expenses.
6. After your *medical emergency treatment* has started, CAA Assistance, must assess and pre-approve additional *medical treatment*. If you undergo tests as part of a medical investigation, obtain *treatment or surgery* that is not pre-approved, your claim will not be paid. This includes invasive testing, surgery (including but not limited to cardiac catheterization, other cardiac procedures, transplant, MRI), except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
7. If we determine that you should transfer to another facility or return to your home province/territory of residence, and you choose not to, benefits will not be paid for further *medical treatment*.
8. We are not responsible for the availability, quality or results of any *medical treatment*, transportation or your failure to obtain *medical treatment or hospitalization*.
9. Prior to the purchase of any coverage, the premium rate and *contract terms and conditions* are subject to change without prior notice.
10. We reserve the right to decline an application for insurance or an extension.
11. This insurance must be issued in Canada and must be purchased prior to the *departure date or effective date*.
12. Coverage may never extend beyond 365 days from the *departure date or effective date*.
13. If insurance coverage is purchased in a manner other than as stated in this *contract*, this *contract* shall be null and void and our sole liability will be limited to the refund of the premium paid.
14. If any benefit is duplicated under a similar benefit, another insurance coverage in this *contract* or another of our *contracts*, the maximum you are entitled to is the largest amount specified under any 1 benefit or insurance coverage. If any benefit is duplicated under similar coverage with another insurer, the total amount paid to you from all sources cannot exceed the actual expense you incur.
15. Failure to contact CAA Assistance may result in the refusal of benefits. Contact methods are located on the inside of the front cover and page 14.

EXCLUSIONS - WHAT IS NOT COVERED AND REDUCTIONS OF COVERAGE

1. Any *pre-existing medical condition(s)* not listed as a *declared pre-existing medical condition(s)* on the *Individual Medical Underwriting Agreement* that you received from us, or any *change in your health status or change in medication(s)* not reported to us prior to your *departure date or effective date*.

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2. Claims related to expectant mother's complications of pregnancy and delivery

Situations where *your* claim will not be paid:

- Claim related to the expectant mother's routine pre-natal or post-natal care;
- Claim related to pregnancy, delivery, or complications of either, arising 9 weeks before the expected date of delivery or 9 weeks after.

3. Child born during the *trip*

Situation where *your* claim will not be paid:

Claim related to *your* child born during the *trip*.

4. Sports and High Risk Activities

Accident or a medical condition that occurs while *you* are participating (including training, practicing or competing) in:

- a. maneuvering or while on any *aircraft*, flying machines, or flying devices such as but not limited to: balloon, kite balloon, kite surfing, airship, glider, hang glider, paraglider, parasail, parachute, kite and wingsuit (except when travelling as a passenger on *common carrier*);
- b. any maneuvers or training exercises of the armed forces;
- c. any *professional* sport(s);
- d. any high-risk activity (including competition and *speed contest*) involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere.

5. Abuse of alcohol, drugs or intoxicants

Situations where *your* claim will not be paid:

Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use or abuse of alcohol (resulting in a blood alcohol level of more than 80 mg of alcohol per 100 ml of blood), drugs or other intoxicants (including cannabis), whether prior to or during *your trip*.

6. Travelling for the purpose of obtaining *treatment*

Situations where *your* claim will not be paid:

A *trip* undertaken for the purpose of obtaining a diagnosis, *treatment*, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly-related complication.

7. Travelling when *treatment* could be expected

Situations where no benefit will be paid:

- Any future investigation or *treatments* (except routine monitoring) is planned before *your trip*; or
- Any *medical condition* or symptoms for which it is reasonable to believe or expect that *treatments* will be required during *your trip*.

8. Any claim for patients in chronic care *hospitals*, convalescent home (excluding the Medical Follow-Up in Canada benefit, refer to page 7, benefit 21), or any rehabilitation services, or in nursing homes or health spas.

9. Care or *treatments* received outside the province of residence which could have been obtained in the province of residence without endangering *your*

Emergency Medical Insurance

life or *your* health, with the exception of care for a *medically necessary treatment* resulting from an *accident* or sudden *illness*.

Under this exclusion, the fact that the care available in the province of residence could be of lesser quality or take longer to obtain than the care available outside *your* province of residence does not constitute a danger to *your* life or health.

10. We will not pay a benefit with respect to non-*emergency*, experimental or elective *treatment* such as those rendered by an acupuncturist, a homeopath, a naturopath, an optometrist, cataract surgery or any cosmetic *treatment* or surgery.
11. The products listed below are not covered even when prescribed:

Renewal, replacement or inadequate supply, processed food for infants, dietary or food supplements or substitutes of any kind including protein and multivitamins, over the counter medication, or which are not legally registered and approved in Canada.
12. a. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by *CAA Assistance* prior to being performed, except in extreme circumstances where such surgery is performed as a *medical emergency* immediately upon admission to *hospital*; and/or
b. Magnetic resonance imaging (MRIs), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved in advance by *CAA Assistance*.
13. Recurrence or ongoing *treatment* once the *emergency* has ended
Situation where *your* claim will not be paid:

The continued *treatment*, recurrence or complication of a *medical condition* or related condition, following *emergency treatment* during *your trip*, if *CAA Assistance* determines that *your emergency* has ended.
14. Expenses incurred in *your* province of residence or upon return to the destination if these expenses are related to a *change in your* health condition while on *trip* break in *your* province of residence. Refer to Temporary Return to *Your* Canadian Province of Residence on page 4.
15. The total payout for which *we* will be responsible for in case of an *act of terrorism* or a series of *acts of terrorism* occurring within a 72-hour period shall not exceed:
 - \$5 million per event; or
 - \$10 million per calendar year.
16. Any loss resulting when *you* are a driver, the operator, a co-driver, a crew member or any other passenger on a commercial *vehicle* used for the purpose of delivering goods or carrying a load. This exclusion is not applicable when the commercial *vehicle* is used during *your trip* solely for pleasure purposes and not used for delivering goods or carrying a load.
17. Travel against medical advice:

Any claim incurred after a *physician* advised *you* not to travel.
18. Non-compliance to prescribed *treatment*
Situation where *your* claim will not be paid:

Any *medical condition* that is the result of *you* not following *treatment* as prescribed to *you*, including prescribed medication.

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19. Suicide (including any attempt thereat) or self-inflicted *injury* whether or not *you* are sane.
20. Illegal act
Situation where *your* claim will not be paid:
Claim that results from or is related to *your* negligent behaviour or involvement in the commission or attempted commission of a criminal offence, negligent or illegal act.
21. Expenses for which no charge would normally be made in the absence of insurance.
22. War
Situation where *your* claim will not be paid:
Claim related to *an act of war* whether declared or undeclared.
23. Travel advisory
Situations where *your* claim will not be paid:
 - An official travel advisory was issued by the Canadian government stating “Avoid non-essential travel” or “Avoid all travel” regarding the country, region or city of *your* destination, before *your effective date*.
This exclusion does not apply to claims for an *emergency* or a *medical condition* unrelated to the travel advisory.
 - To view the travel advisories, visit the Government of Canada Travel website.
24. Professional or other services rendered by a *family* member.

Extensions

AUTOMATIC EXTENSION OF COVERAGE

Coverage will be extended automatically without additional premium if:

Your return to the point of departure is delayed beyond *your return date* solely because of the following reasons:

- a. delay of the means of transportation provided the scheduled carrier was due to arrive at the departure point by the *return date*, and provided that the journey is completed in a reasonable amount of time; or
- b. if driving, delay due to bad weather conditions provided the return journey commences prior to the *return date*; or
- c. the personal means of transportation in which *you* are travelling is involved in an accident or mechanical breakdown that prevents *you* from returning to *your* Canadian province or territory of residence on or before the *return date* provided *your* return journey commences prior to the *return date*; or
- d. delay due to a sudden, unforeseen and emergent *sickness, injury* or quarantine of *you, your* accompanying *immediate family member* or *travel companion*.

You must notify CAA Assistance of the delay prior to the *return date*.

You will be required to provide proof of the reason for *your* delay in the event that *you* have to file a claim.

Coverage is extended for a period of 5 *days*, or for the period of *hospitalization* plus 5 *days* after discharge from the *hospital* or until deemed medically able to travel by *CAA Assistance*. This benefit does not include any costs associated with

Extensions

flight change arrangements, with the exception of *emergency* repatriation that is approved in advance by *CAA Assistance*.

Coverage may never extend beyond 365 *days* from the *departure date* or the *effective date*.

VOLUNTARY EXTENSION OF COVERAGE

You are able to extend the number of *trip days* on *your* coverage beyond *your* initial *return date* provided that:

1. *You* apply for the extension prior to the *return date* of *your contract*. *You* may need to complete a new *medical questionnaire* to determine eligibility and premium for the extension.
2. There is no cause for a claim against this *contract*.
3. The extension is requested, approved by *us* and *you* have paid any additional required premium for such extension prior to the initial *return date* or *effective date* of the extension.
4. The total covered duration of *your trip*, including any extensions, does not exceed the maximum number of *days*.

Refunds

A refund of premium may be available **provided no claim has been paid, incurred or reported under this contract.**

- **Full refunds** must be requested and approved prior to the original *departure date* or *effective date* of the *trip*.
- **Partial refunds** must be requested and approved by *us* prior to the *return date* of the *trip*. Proof of early return (for example, customs or immigration stamp, gas receipts) is required. Any refund is calculated from the postmarked date of written request, the actual date *you* visited/called CAA Quebec Travel Centre to request the refund, or the date shown on *your* proof of early return, whichever occurs first.

What to do if *You* Need a Refund

Have *your contract* number or *Individual Medical Underwriting Agreement* with *you* and contact *us* at 1-833-247-2940.

CAA Assistance

CAA Assistance is available 24 hours per *day*, 365 *days* per year.

WHAT TO DO IF YOU NEED CAA ASSISTANCE

You can contact CAA Assistance by calling, via chat or by sending an email using the coordinates listed below:

Contact us via Call, Chat or Email

By calling *us*:

From Canada & Mainland US: **1-866-580-2999**

From Elsewhere: **1-519-251-5179**

You can also contact *us* via chat:

SMS: **1-450-234-8044**

WhatsApp: **1-888-657-7611**

Webchat: **orion.xodus.ca/assistance**

Or email us at:

Email address: **orionassistance@xodus.ca**

If this is a life threatening emergency, call 911 or local emergency number.

When contacting CAA Assistance, make sure *you* have *your* wallet card ready. CAA Assistance will ask for *your* name, *your* contract number, *your* location, and the nature of the *emergency*.

WHY ARE YOU REQUIRED TO CONTACT CAA ASSISTANCE?

1. You must contact CAA Assistance before obtaining *emergency treatment* so that *we* may:

- confirm coverage; and
- provide pre-approval of *treatment*.

If it is medically impossible for *you* to contact CAA Assistance prior to obtaining *emergency treatment*, *we* ask *you* to contact them as soon as possible or have someone contact them on *your* behalf. Otherwise, if *you* do not contact CAA Assistance before *you* obtain *medical treatment*:

- *your* maximum benefit payable will be reduced to 80% of *your* medical expenses covered under this insurance, to a maximum of \$25,000; and
- in the event of out-patient medical consultation, a maximum of one (1) visit per accident, sickness or injury.

You will be responsible for the payment of any remaining charges.

2. If *we* determine that *you* should transfer to another facility or return to *your* home province/territory of residence, and *you* choose not to, benefits will not be paid for further *medical treatment* (if *you* are a Canadian resident without *GHIP* *your* country of permanent residence will be deemed as Canada).
3. CAA Assistance must approve certain benefits in advance. Check the benefits section of *your* coverage(s) to see which benefit(s) this applies to.
4. If *you* pay eligible expenses directly to a health service provider without prior approval by CAA Assistance, these services will be reimbursed to *you* on the basis of the *reasonable and customary charges* that would have been paid directly to such provider by *us*. Medical charges that *you* pay may be higher than this amount, therefore *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary charges* reimbursed by *us*.

CAA Assistance

WHAT HAPPENS WHEN YOU CONTACT CAA ASSISTANCE?

Prior to receiving all relevant medical information, we will handle *your emergency* assuming you are eligible for benefits under this *contract* and you will be reminded that any services rendered are subject to the terms and conditions of this *contract*. If it is later determined that a *contract* term, limitation, condition or exclusion, applies to *your claim*, you will be required to reimburse us for any payments we have made on your behalf.

CAA Assistance will work closely with you to:

- direct you to an appropriate *physician* or *hospital* at your *trip* destination, wherever possible;
- provide multilingual interpreters to communicate with *physicians* and *hospitals*;
- monitor your care so that only appropriate, *medically necessary treatment* is given and to ensure that your medical needs are met;
- with your consent, contact your *immediate family member* and *physician* on your behalf;
- pay *hospitals*, *physicians* and other medical providers directly, whenever possible;
- approve and arrange air ambulance transportation when *medically necessary*;
- inform you of any expenses not covered by this *contract* or to explain this *contract's* terms and provisions as they relate to your *medical emergency*.

Where a claim is payable we will arrange, whenever possible, to have any medical expenses billed directly to us.

LIMITATION ON CAA ASSISTANCE SERVICES

CAA Assistance reserves the right to suspend, curtail or limit services in any area or country in the event that war, political instability or hostility renders the area inaccessible by CAA Assistance. CAA Assistance will use its best efforts to provide services during any such occurrence.

You may contact CAA Assistance prior to your departure to confirm coverage for your *trip* destination.

How to File a Claim

PAYMENT TO MEDICAL PROVIDERS

CAA Assistance will pay *hospitals*, *physicians* and other medical providers directly, whenever possible. While most medical providers will agree to accept direct payment from us, there are some providers who will require that you pay them directly.

Where direct payment cannot be arranged, we will **reimburse** eligible expenses on the basis of *reasonable and customary charges*.

Please note that some benefits are **reimbursable** on your return. Check the particular benefit section for the insurance coverage(s) you have purchased to see which benefit(s) this applies to.

SUBMITTING YOUR CLAIM

To submit a claim, contact CAA Assistance. You will be required to fill out a claim form and to substantiate your claim by providing the documents described in the applicable insurance coverage(s) below. (The *insurer* is not responsible for charges levied in relation to any such documents). **Make sure to indicate your contract number on each document.**

How to File a Claim

Online Claim Submission

To avoid mail delays, submit *your* claim online at **orion.xodus.ca** and follow the instructions.

Mail Claim Submission

You may also submit *your* claim by mail, sending *your* claim form completed and all requested documents at:

CAA Quebec Travel Insurance
Xodus Travel Services Inc.
PO Box 36, Station A
WINDSOR, ON
N9A 6J5

EMERGENCY MEDICAL INSURANCE

1. A completed claim form provided by *CAA Assistance* upon notification of the claim, and the applicable Provincial Health Plan Consent Form.
2. For *accidental* dental expenses *you* must provide an *accident* report from the *physician* or dentist.
3. Original itemized bills from the licensed medical provider(s) stating the patient's name, diagnosis, date and type of *treatment*, and the name, address and phone number of the provider, as well as the original transaction documents proving that payment was made to the provider.
4. Original prescription drug receipts from the pharmacist, *physician* or *hospital* indicating the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.
5. For out of pocket expenses: an explanation of expenses accompanied by the original receipts.

Definitions

Accident or accidental means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in *injury*.

Act(s) of terrorism means any activity occurring within a 72 hour period, save and except an *act of war*, against persons, organizations, property (whether tangible or intangible) or infrastructure of any nature by an individual or a group based in any country that involves the following or preparation for the following:

- use, or a threat to use, force or violence; or
- commission, or a threat to commit, a dangerous act; or
- commission, or a threat to commit, an act that interferes or disrupts an electronic, information or mechanical system;

and the effect or intention of the above is to:

- intimidate, coerce or overthrow a government (whether *de facto* or *de jure*) or to influence, affect or protest against its conduct or policies; or
- intimidate, coerce or put fear in the civilian population or any segment thereof; or
- disrupt any segment of the economy; or
- further political, ideological, religious, social or economic objectives to express (or express opposition to) a philosophy or ideology.

Act(s) of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, *civil unrest*, insurrection, rebellion or civil war.

Age refers to *your age* on the date of insurance application.

Definitions

Aircraft means any multi-engine transport-type *aircraft* with a maximum authorized take-off weight greater than 10,000 lbs (4,540 kg.), operated between licensed airports by a scheduled or charter airline of Canadian or of foreign registry holding a valid Canadian Transportation Agency scheduled air carrier license, or a valid Canadian Transportation Agency regular specific point air carrier license, or charter air carrier license or its foreign equivalent, provided such *aircraft* is being used at the time to provide transportation authorized under such airline's scheduled, charter or regular specific point license.

CAA Assistance means the claims and assistance provider, appointed by *us* from time to time to perform all assistance services and administer claims on *our* behalf under this *contract*.

Caregiver means a person *you* have entrusted with the care of *your* dependent(s) on a permanent, full-time basis and whose services cannot reasonably be replaced.

Change means *you* have experienced an increase in symptoms, developed new symptoms, required investigation, required a *change* in frequency or dosage of medication, required a *change* in *treatment*, were *hospitalized*, required medical consultation (other than a routine examination) or had a deterioration of an existing condition.

Change in medication means the medication dosage or frequency has been reduced, increased, stopped and/or new medications have been prescribed.

Exceptions:

- an adjustment to the insulin or Coumadin (Warfarin) dosage *you* are currently taking provided it is not newly prescribed or stopped and there has been no *change* to *your* *medical condition*; and
- a change from a brand name medication to a generic brand medication (insofar as the dosage is not modified).

Child(ren) means unmarried, persons under 26 years of *age* (under *age* 19 as specified under certain benefits), who reside with *you* OR who are full-time students in residence at a post-secondary institution OR person(s) with disability (physical and/or mental) at any *age* who reside with *you*, all of whom depend on *you* for support and who are under *your* care during *your* *trip* and are covered under a CAA-Quebec Travel Insurance policy underwritten by *us*.

Civil unrest means the gathering of more than one person, in reaction to an event, with the intention of causing a public disturbance inclusive of violent protests or disorder (excluding peaceful demonstrations), riots, arson, looting, occupation of institutional buildings, border infringements and armed insurrection in violation of the law.

Common carrier means a conveyance (bus, taxi, train, boat, airplane or other *vehicle*) which is licensed, intended and used to transport paying passengers.

Confirmation of Coverage means *your* most recent computer printout, printed form, electronic copy, invoice or *contract* document that sets out the insurance coverage(s) *you* have purchased certifying the existence of a *contract* and on which the applicable following elements are primarily specified: the *Insured person(s)*, the *contract* number, the product, the dates of coverage, the deductible, the selected benefits and the sums insured.

Contract means this document, any riders or amendments to this document, the application, any *medical questionnaire(s)*, and *your* *Individual Medical Underwriting Agreement*, all of which form the entire *contract* and must be read as a whole.

Day means 24 consecutive hours beginning at 12:01 a.m.

Declared pre-existing medical conditions means any *pre-existing medical condition(s)* that *you* disclosed to *us* at time of application and which are recorded as such on *your* *Individual Medical Underwriting Agreement*.

Definitions

Departure date means the *departure date*, start date or *effective date* shown on *your Individual Medical Underwriting Agreement*.

Effective date means the latest of the following:

- a. the date *you* leave for *your trip*; or
- b. the *departure date*, start date or *effective date* shown on *your Individual Medical Underwriting Agreement*.

Emergency means a sudden and unforeseen *medical condition* that requires immediate *treatment*. An *emergency* no longer exists when the evidence indicates that no further *treatment* is required at destination or *you* are able to return to *your* province/territory of residence for further *treatment*.

Family means *spouse* (legal or common-law, regardless of sex), natural, adopted, foster or step-child(ren), brother, sister, step-brother, step-sister, parent, step-parent, grandparent, grandchild(ren), aunt, uncle, nephew, niece, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, legal guardian, legal ward or key employee of the *Insured*.

Government health insurance plan (GHIP) means a Canadian provincial or territorial *government health insurance plan*.

Hospital means 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** means *you* are admitted to a *hospital* and are receiving *medical treatment* on an in-patient basis.

Illness means a health deterioration or an organism disorder certified by a *physician*, or even when the person is pregnant, a pathological complication that arose during the pregnancy.

Immediate family member means *you* and/or *your spouse* (legal or common-law, regardless of sex) and *your child(ren)*, step-child(ren) or grandchild(ren) (provided they are under 26 years of *age* OR person(s) with disability (physical and/or mental) at any *age*), when *your* names appear on *your Individual Medical Underwriting Agreement* respectively as the *Insured(s)*.

Individual Medical Underwriting Agreement means the document *you* received from *us* after *you* have been medically underwritten, which includes *your Confirmation of Coverage*, *your* responses to the *medical questionnaire* and specifies *your declared pre-existing medical condition(s)* covered under this *contract*.

Injury means *accidental* bodily harm which results in loss unrelated to *sickness* or any other cause and which occurs while this coverage is in effect. The *injury* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment* and for the *physician* to certify in writing the necessity of cancelling, interrupting or delaying the *trip*.

Insured(s) means the person(s) named on *your* CAA - Quebec Travel Insurance *Individual Medical Underwriting Agreement* upon which a *contract* number appears.

Insurer means Echelon Insurance.

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

Definitions

Medical emergency means the unforeseen and emergent occurrence of symptoms for a *sickness* or *injury* which, unless *treated* immediately by a *physician*, may lead to death or to serious impairment of *your* health.

Medical questionnaire means the form relating to *your* medical history which *you* must fill out correctly at the time of application for insurance and at the time of application for extension and which forms part of the insurance *contract*. The answers *you* provide on this form are material to the determination of the terms of coverage and/or the premium that applies to *you*.

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

Medically necessary in reference to a given service or supply, means such service or supply:

- a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b. is not experimental or investigative in nature;
- c. cannot be omitted without adversely affecting *your* condition or quality of medical care;
- d. cannot be delayed until *your* return to *your* Canadian province or territory of residence; and
- e. is delivered in the most cost effective manner possible, at the most appropriate level of care and not primarily by reason of convenience.

Orion Travel Insurance means a division of Echelon Insurance specialized in travel insurance.

Physician is a person who is not *you* or an *immediate family member* or *your traveling companion*, licensed in the jurisdiction where the services are provided, to prescribe and administer *medical treatment*.

Pre-existing medical condition means any *medical condition(s)* that exists prior to the *departure date* of *your trip* or *effective date* of *your contract* for which *you* have received a diagnosis and/or had *medical treatment*, been *hospitalized* and/or been prescribed or taken medication and/or had a *change in medication*, had a *change in medical treatment* and/or experienced new or more frequent symptoms and/or are requiring investigation (other than a routine check-up).

Private accommodation services means services that connect travellers and hosts through an *approved online platform* (mobile application or website) that acts as an intermediary and processes the payment from the traveler to the host.

Professional means a person who engages in a specific activity as their principal occupation and for which they receive remuneration.

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

Return date means the earliest of:

- a. the date *you* actually return to *your* permanent residence;
- b. the *return date* on which *you* are scheduled to return to *your* permanent residence as shown on *your* most recent *Individual Medical Underwriting Agreement*;

Sickness means a disease or disorder of the body which results in loss while this coverage is in effect. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Definitions

Speed event or contest means an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event.

Spouse means the person to whom *you* are legally married or with whom *you* have resided for at least 12 months and whom *you* present publicly as *your spouse* (regardless of sex).

Stable means when all of the following statements are true:

- there has not been any new *treatment* prescribed or recommended, or *change(s)* to existing *treatment* including a stoppage in *treatment*; and
- there has not been any *change* to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug; and
- the *medical condition* has not become worse; and
- there has not been any new, more frequent or more severe symptoms; and
- there has been no *hospitalization* or referral to a specialist; and
- there have not been any tests, investigation or *treatment* recommended, but not yet complete, nor any outstanding test results; and
- there is no planned or pending *treatment*.

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

Terminal illness means that *you* have a *medical condition* for which a *physician* has estimated that *you* have less than 6 months to live.

Travel companion means a person accompanying *you* on the *trip*, who shares accommodation or transportation with *you* and who has paid such accommodation or transportation in advance of departure. A maximum of 6 persons will be considered *travel companions* (including *you*).

Travel supplier means a licensed company in the business of providing transportation and/or accommodation to the public, and specifically excluding travel agents or professionals, agencies or brokers.

Treated/Treatment means 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.

Trip means travel outside *your* permanent residence and ends when *you* return to *your* permanent residence in *your* Canadian province or territory.

Trips within the province of Quebec:

An individual *trip* begins when *you* leave *your* permanent residence in Quebec and ends when *you* return to *your* permanent residence in Quebec.

For *trips* within Quebec, *you* must have at least a one-night stay with a *travel supplier* or *private accommodation services*.

Trips outside of your province or territory of residence:

An individual *trip* begins when *you* leave and ends when *you* return to *your* province or territory of residence.

Vehicle means any private or rental automobile, boat, motorcycle, camper truck, mobile home, rental vehicle or trailer home (not including any commercial trailers) which *you* use during *your trip* exclusively for the transportation of passengers (other than for hire).

We, us or **our** means the *insurer*.

Xodus Travel Services means the company appointed by *us* to provide the assistance and claims services under this *contract*.

You and **your** means the *insured(s)*.

General Terms of Agreement

These general terms of agreement apply to all CAA - Quebec Travel Insurance coverages described herein.

This *contract* is issued in consideration of *your* application, and the premium paid in advance of travel dates, for coverage(s) shown on *your Individual Medical Underwriting Agreement* upon which a CAA - Quebec Travel Insurance *contract* number appears.

Xodus Travel Services has been appointed by *us* as provider of all assistance and claims services under this *contract*.

Premium:

Once *you* pay *your* premium and a *contract* number is issued, this *contract* becomes a binding *contract* that determines what benefits are payable to *you* by *us*.

Enrollment and premium collection are handled by CAA-Quebec Travel and *us*. The required premium is due and payable at the time of application and will be determined according to the schedule of premium rates then in effect.

If the premium is incorrect for the period of coverage selected, *we* will:

- a. charge and collect any underpayment; or
- b. shorten the coverage period by written amendment if an underpayment in premium cannot be collected; or
- c. refund any overpayment of premium.

Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

By paying the premium for this insurance, *you* agree that *we* and *CAA Assistance* have:

- a. *your* consent to verify *your* Canadian government health insurance (*GHIP*) card number (where applicable) and other information required to process *your* claim, with the relevant government and other authorities;
- b. *your* authorization to *physicians, hospitals* and other medical providers (where applicable) to provide to *us* and *CAA Assistance* any and all information they have regarding *you* while under observation or *treatment*, including *your* medical history, diagnoses and test results;
- c. *your* agreement to the collection, use, and if necessary disclosure of the information available under a. and b. above from and to other sources, as may be required for the consideration and, if applicable, processing of *your* claim for coordination of benefits obtainable from other sources; and
- d. the right to collect from *you* any amount *we* have paid on *your* behalf to medical providers or any other parties in the event that *you* are found to be ineligible for coverage or that *your* claim is invalid or benefits are reduced in accordance with any provisions of this *contract*.

All amounts stated in this policy are in Canadian Dollars, unless otherwise specified.

DEDUCTIBLE

We will pay eligible expenses for losses incurred in excess of the deductible amount, as shown on *your Individual Medical Underwriting Agreement*, per insured, per trip.

All deductible amounts are stated in U.S. currency.

Where Coverage is Applicable:

Coverage is applicable worldwide, except in countries at war or countries where political instability or hostility renders the area inaccessible by *CAA Assistance* services. *You* may contact *CAA Assistance* prior to *your* departure to confirm coverage for *your trip* destination. Contact methods are located on the inside front cover and page 14.

General Terms of Agreement

Payment of Benefits

All payments under this *contract* are payable to *you* or on *your* behalf. Benefits for loss of life are made to *your* estate.

You do not have the right to designate persons to whom for whose benefit insurance money is to be payable.

Any benefits paid will be payable in Canadian funds. Where benefits are payable in foreign currency, the rate of exchange is based on the rate effective on the date when the benefit is paid. No sum payable shall bear interest. **All benefit limits indicated are in Canadian currency.**

Rights of Subrogation

We have the right to proceed at *our* own expense in *your* name against third parties who may be responsible for giving rise to a claim under this *contract* or who may be responsible for providing indemnity, compensation or benefits similar to this insurance. *We* have full rights of subrogation. This right of subrogation is in addition to and does not limit any other right of subrogation existing under common law, equity or statute. *You* will co-operate fully with *us* and not do anything to prejudice such rights. If *you* institute a demand or action for a covered loss, *you* shall immediately notify *us* so that *we* may safeguard its rights.

Co-ordination of Benefits

If, at the time of loss, *you* have insurance from another source, or if any other party is responsible for benefits also provided under this *contract*, *we* will pay eligible expenses only in excess of those covered by that other insurer or other responsible party, including, but not limited to, credit cards, private, provincial or territorial auto plans, any applicable benefit plans, contracts or any other insurance, whether collectable or not. *We* are a secondary payor. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of *our* policies. If, however, that other insurance is also “excess only”, *we* will co-ordinate payment of all eligible claims with that other insurer. All co-ordination follows guidelines set by the Canadian Life and Health Insurance Association. In no case will *we* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is **\$100,000** or less. If *your* lifetime maximum is greater than **\$100,000**, *we* will co-ordinate benefits only above this amount.

General Misrepresentation

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

Misrepresentation of *Your* Health/Medical Information

This *contract* is issued on the basis of information in *your* application or provided in connection with *your* application (including answers to the *medical questionnaire*). When completing the application and answering the medical questions, *your* answers must be complete and accurate. In the event of a claim, *we* will review *your* medical history. If any of *your* answers are found to be incomplete or inaccurate:

- *your* coverage will be void;
- which means *your* claim will not be paid.

Misrepresentation of Material Facts Other Than *Your* Health/Medical Information

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

General Terms of Agreement

Arbitration

Both parties to this *contract* hereto agree that any dispute, controversy or claim arising out of or relating to this *contract*, including any question regarding its existence, interpretation, validity, breach, termination or claim made pursuant to it, shall be submitted to an arbitrator in the Canadian province or territory in which this *contract* was issued. The laws of the Canadian province or territory in which the *contract* was issued shall apply in the determination of any such dispute, controversy or claim. The decision of the arbitrator shall be final and no party may appeal the decision to any court.

Applicable Law

This *contract* of insurance is governed by the law of the Canadian province or territory of residence of the *Insured*.

Dispute Resolution

At Orion Travel Insurance, *we* have a very defined escalation process to ensure that *our* customers have every possible recourse should underwriting, pricing, sales, claims or service issues arise. *Our* Customer Complaints office is in place to ensure the decision is fair, equitable and developed within company standards.

The *Insurer* is also a member of the General Insurance Ombudservice, an independent dispute resolution service. Customers are encouraged to first attempt to resolve their complaint directly with the *Insurer* before accessing the General Insurance Ombudservice.

You may contact *our* Customer Complaints Office by phone, fax, email or by regular post:

Attention: Customer Complaints Office
Orion Travel Insurance
60 Commerce Valley Drive East
Thornhill, Ontario L3T 7P9

Phone: 905-747-4900
Toll Free: 1-855-674-6684
Email: orioninfo@OrionTi.ca

Statutory Conditions

The Contract

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

Waiver

We shall be deemed not to have waived any condition of this *contract*, either in whole or in part, unless the waiver is clearly expressed in writing and signed by *us*.

Copy of Application

We shall, upon request, furnish to the *Insured* or to a claimant under the *contract* a copy of the application/*Individual Medical Underwriting Agreement*.

Material Facts

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

Statutory Conditions

Notice and Proof of Claim

The *Insured*, or a beneficiary entitled to make a claim, or the agent of any of them shall:

- a. Give written notice of claim to *us*:
 - i. by delivery thereof, or by sending it by registered mail to *CAA Assistance*; or
 - ii. by delivery thereof to an authorized agent of *CAA Assistance*, not later than 30 *days* from the date a claim arises under the *contract* on account of an *accident, sickness, injury* or insured risk.
- b. Within 90 *days* from the date a claim arises under the *contract* on account of an insured risk, furnish to *CAA Assistance* such proof as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness* or *injury*, and the loss occasioned thereby, the right of the claimant to receive payment, their *age*, and the *age* of the beneficiary; and
- c. If so required by *CAA Assistance*, furnish a satisfactory certificate as to the cause or nature of the insured risk for *accident, sickness, injury* or insured risk for which the claim may be made under the *contract* and as to the duration and/or extent of loss.

Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim, within the time prescribed by this statutory condition, does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one year from the date of the *accident* or the date the claim arises under the *contract*, on account of *sickness* or *injury* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

We are to Furnish Forms for Proof of Claim

CAA Assistance, shall furnish forms for proof of claim within 15 *days* after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit their proof of claim in the form of a written statement of the cause or nature of the *accident, sickness, injury* or insured risk giving rise to the claim and of the extent of the loss.

Rights of Examination

As a condition precedent to recovery of insurance money under this *contract*:

- a. the claimant shall afford to *us* or *CAA Assistance*, as the case may be, an opportunity to examine the *Insured* when and so often as it reasonably requires while the claim hereunder is pending; and
- b. in the case of death of the person *Insured*, *we* or *CAA Assistance*, as the case may be, may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

When Money is Payable

All money payable under this *contract* shall be paid by *us* within 60 *days* after *we* have received proof of claim and all required documentation.

Limitation of Arbitration Proceedings

Every action or proceeding against *us* for the recovery of insurance money payable under the *contract* is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation.

Insurance Act Statutory Conditions

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

Privacy and Confidentiality Notice

The specific and detailed information requested on the application form is required to process the application. To protect the confidentiality of this information, *we* will establish a “financial services file” from which this information will be used to process the application, offer and administer services and process claims relative to the insurance applied for.

Access to this file will be restricted to *our* employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person *you* authorize or as authorized by law. These people, organizations, and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions.

Your file is secured in *our* offices or those of the administrator or agent. *You* may request to review the personal information it contains and make corrections by writing or calling:

Privacy Officer

Write to: Orion Travel Insurance
60 Commerce Valley Drive East
Thornhill, Ontario, L3T 7P9

Phone: 1-800-268-3750 ext. 25043

Email: privacy@orionti.ca

You may obtain more information about *our* privacy policy by visiting *our* website at oriontravelinsurance.ca

Similar Products

There are other insurance products offering coverage similar to the insurance targeted in this policy available on the market. *We* encourage *you* to make inquiries to make sure that this insurance best meets *your* needs.

Referral to the Autorité des marchés financiers (AMF)

If *you* have any questions regarding *our* obligations to *you*, *you* may contact the Autorité des marchés financiers at the following address:

Autorité des marchés financiers
Place de la Cité, Tour Cominar
2640 boul. Laurier, 4th floor, Sainte-Foy,
Québec, Canada G1V 5C1

Phone

Toll-free: 1-877-525-0337

Quebec City: 418-525-0337

Montreal: 514-395-0337

Website: www.lautorite.qc.ca

Notice of Rescission of an Insurance Contract

NOTICE GIVEN BY DISTRIBUTOR

Article 440 of the Act respecting the distribution of financial products and services.

THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS

- The Act enables you to cancel the insurance contract you just signed at the same time as another contract, **without penalties, within 10 days of its signature**. To do so, you must send the insurer a notice by registered mail within this delay. You may use the enclosed model to that effect.
- Despite the cancellation of the insurance contract, the first contract entered into retains all its effects. Be careful, it is possible that you may incur the loss of favourable conditions extended upon signing this contract; please enquire from your distributor or consult your contract.
- After the expiry of the **10-day** delay, you have the option of cancelling your insurance at any time, but penalties may apply.

For further information, please contact the Autorité des marchés financiers at: (418) 525-0337 or 1-877-525-0337.

- Section 441 does not apply where the principal contract is for a period of 10 days or less.

NOTICE OF RECISSION OF AN INSURANCE CONTRACT

To: Echelon Insurance
Attn.: Orion Travel Insurance
60 Commerce Valley Dr. East
Thornhill, ON, L3T 7P9

Date: _____
(Date of sending of this Notice)

Under Article 441 of the Act respecting the distribution of financial products and services, I hereby cancel insurance contract no. _____
(Number of contract, if indicated)

entered into on: _____
(Date of signature of contract)

at: _____
(Place of signature of contract)

(Name of client)

(Signature of client)

The distributor must fill in this section beforehand.

This notice must be sent by registered mail.

Notice of Rescission of an Insurance Contract

439. A distributor may not subordinate the making of a contract to the making of an insurance contract with the Insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

440. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation, stating that the client may cancel the insurance contract within **10 days** of signing it.

441. A client may cancel an insurance contract made at the same time as another contract, within **10 days** of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is cancelled, the first contract retains all its effects.

442. No contract may contain provisions allowing its amendment in the event of cancellation or termination by the client of an insurance contract made at the same time.

However, a contract may provide that the cancellation or termination of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation, stating that the debtor may subscribe for insurance with the Insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the Insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an Insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor cancels, terminates or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another Insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

Notes

24/7 CAA Assistance

Call us:

From Canada & Mainland US: 1-866-580-2999

From elsewhere: 1-519-251-5179

If calling is not possible, contact us via Chat:

SMS: 1-450-234-8044

WhatsApp: 1-888-657-7611

Webchat: orion.xodus.ca/assistance

OR

Email us at: orionassistance@xodus.ca

Please contact CAA Assistance in case of an emergency. The assistance will manage the medical case, co-ordinate benefits and arrange direct billing (where possible) with a health care provider.

In the event of a claim, please contact CAA Assistance immediately or the benefits under your contract may be limited.

Extensions must be requested before contract expires, provided there are no claims. Please call 1-833-247-2940.

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Insurance

Questions about your contract?

1-833-247-2940

caaquebec.com

Detach this card and carry it with you at all times for the duration of your contract.

In case of emergency or should you require medical attention, you must contact us as soon as possible.



100% post-consumer recycled fibre

CAA Assistance

From Canada & Mainland US: **1-866-580-2999**

From elsewhere: **1-519-251-5179**

Service Providers: **1-866-580-2999**

Address: PO Box 25215, Overland Park, KS 66225



INSURED:

CONTRACT #

INSURANCE COVERAGE:

START DATE:

END DATE:

