

## IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy before *you* travel, as *your* coverage may be subject to certain limitations or exclusions.
- In the event of an *accident, injury or sickness, your* prior medical history may be reviewed when a claim has been reported.

### Definitions

Throughout this policy words in italics have a specific meaning and are defined in the "Definitions" section.

### Benefits Limits

All amounts indicated are in Canadian currency, unless indicated otherwise.

Please read your policy carefully before you travel.

## ELIGIBILITY

- This insurance coverage must be:
  - issued in Canada for travel arrangements booked through Canadian Mountain Holidays and for the entire duration of the *covered trip*; and
  - issued for the total amount of the nonrefundable portion of the *covered trip*; and
  - issued with the prior approval of Globetrek when the nonrefundable amount of the covered trip exceeds \$12,000 CAD; and
  - purchased, invoiced, receipted and paid at the time of final deposit or prior to any cancellation penalties being applicable to *you* for the *covered trip*.
- It is a condition precedent to the Insurer's liability under this policy that at the time of application:
  - you* know of no reason for *you*, an *immediate family member*, a *travel companion*, or a *travel companion's immediate family member*, to seek medical attention;
  - you* and *your travel companion(s)* must be deemed fit to undertake and complete the *covered trip* as booked.
- This insurance coverage is null and void if the *covered trip* is purchased or undertaken contrary to medical advice or if *you* have been advised that *you* have a *terminal illness*.
- Cancellation coverage must be issued or booked at the time of the initial deposit or after cancellation penalties are chargeable to *you* for the covered trip.

## INSURANCE AGREEMENT

### The Contract

This policy, the application (if applicable) and the confirmation of insurance constitute *your* contract of insurance.

The Insurer will pay benefits specified herein upon payment of the required premium and the occurrence of an insured risk, subject to the terms, conditions, limitations, exclusions, definitions and other provisions of this policy.

### Period of Coverage

#### 1. Effective date

- Travel Cancellation Insurance shall commence on the latest of the following:
  - the date *you* pay the premium (either at the time of final deposit or prior to any cancellation penalties being applicable to *you*); or
  - the date a policy/validation number is issued.
- Travel Interruption Insurance shall commence on *your contracted* date of departure.

#### 2. Termination date

- Travel Cancellation Insurance shall terminate on the earliest of:
  - the date the insured risk occurs (if the *covered trip* is cancelled prior to the *contracted* date of departure); or
  - your contracted* date of departure.
- Travel Interruption Insurance shall terminate on the date *you* return to *your*

province, territory or country of residence.

### Automatic Extension of Coverage

Coverage will be extended automatically without additional premium upon notifying *Global Excel*, if *your* return to the point of departure is delayed beyond *your contracted* date of return solely due to the following reasons:

- Your* return from the *covered trip* is delayed beyond the *contracted* date of return due to the delayed arrival or departure of a *common carrier* aboard which *you* are scheduled to travel, until the earliest of:
  - the date *you* return to the *contracted* point of departure or an alternate point of return; or
  - five consecutive *days* from the date the insurance coverage would otherwise terminate were it not for the automatic extension.
- 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* province or territory of residence on or before *your* return date provided the return journey commences prior to the expiry date of *your* policy.
- You* or *your travel companion* must remain *hospitalized for medical treatment of a sickness or injury* beyond the date the insurance coverage would otherwise terminate, to a maximum of 365 *days* or until *you* or *your travel companion* are stable for discharge in the opinion of the Insurer plus five consecutive *days* thereafter.
- You* or *your travel companion's* return is delayed beyond the *contracted* date of return as a direct result of *sickness or injury* for which *you* or *your travel companion* are not *hospitalized*, until the earliest of:
  - the date *you* return to the *contracted* point of departure or an alternate point of return; or
  - five consecutive *days* from the date the insurance coverage would otherwise terminate were it not for the automatic extension.

### Premium

The premium must be paid at the time of final deposit or prior to any cancellation penalties being applicable to *you* for the *covered trip*.

## COVERAGE OFFERED

### Insured Risks

Any of the following occurrences that prevent *you* from departing, travelling or returning on the scheduled dates of the *covered trip* is an insured risk.

- Sickness, injury*, death or quarantine of *you*, a *travel companion*, an *immediate family member*, a *travel companion's immediate family member* or a *caregiver*. To file a claim, *you* must supply medical records and/or a death certificate.
- Death or *emergency hospitalization* of a business partner, a key employee or a close friend during the 10 *days* prior to the *contracted* date of departure or during the *covered trip*. To file a claim, *you* must supply *hospital records* and/or a death certificate.
- A pregnancy diagnosed after paying for *your covered trip* if *you, your spouse, a travel companion* or a *travel companion's spouse* accompanying *you* on the *covered trip* are pregnant and the expected date of delivery is in the nine weeks before or after the *contracted* departure date of *your covered trip*.
- The legal adoption of a *child* by *you* or a *travel companion*, when the actual date of adoption is scheduled to take place during *your covered trip*.
- A delay that causes *you* to miss or interrupt any part of *your covered trip* when, the private or rented *automobile* which *you* are driving or in which *you* are a passenger, or a *common carrier* or a prepaid connecting flight aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an *accident*, provided that the *automobile* or the *common carrier* was scheduled to arrive at the *contracted* departure or return point at least two hours (or the required minimum reporting time, whichever is the greater) in advance of the *contracted* time of departure or return.

This insured risk does not cover any helicopter transportation during the *covered trip* arranged through Canadian Mountain Holidays.

To file a claim, *you* must supply the original airline tickets and/or an original cancellation invoice, the transfer vouchers, a police report detailing such circumstances, or in the case of a mechanical failure, an applicable letter from the rental agency confirming such failure or a commercial invoice detailing the necessary repairs to the *automobile*.

- The relocation of *your* principal residence or that of a *travel companion* by reason of an unforeseen transfer initiated by the employer with whom *you, your spouse, a travel companion* or a *travel companion's spouse* are employed at the time of purchase. This insured risk does not cover cases of self-employment or temporary contract work.
- Involuntary loss of permanent employment without just cause by *you, your spouse, a travel companion, a travel companion's spouse, your parent* or legal guardian (if *you* are under 16 years of age) provided that, at the time *you* purchased this insurance, the imminent loss was not public knowledge, nor were the aforementioned persons aware that such loss of permanent employment was imminent. To file a claim, *you* must supply a letter of termination. This insured risk does not apply if employment began after this insurance was purchased or to cases of self-employment, temporary contract work, temporary layoffs or if *you* were in the trial period for new employment.
- Your* principal residence or that of a *travel companion* is rendered uninhabitable, or *your* place of business or that of a *travel companion* is rendered inoperative. This insured risk does not cover losses caused by *your* intentional fault.
- You* or a *travel companion* are summoned to perform police, fire or military service (whether active or reserve).
- You* or a *travel companion* are:
  - summoned for jury duty;
  - subpoenaed as a witness in a case; or
  - named as a plaintiff or a defendant in a civil suit.

This insured risk applies only when the case is scheduled to be heard during the *covered trip* and notice of hearing, the summons or subpoena is received after the date the insurance was purchased. To file a claim, *you* must provide a copy of the notice of hearing, summons, subpoena or any other court document showing the date *you* must appear in court.

- You* or a *travel companion* are the victim of a hijacking during *your covered trip*.
- A direct, violent attack perpetrated during the covered trip against *you, or a travel companion*. To file a claim, *you* must supply a police report substantiating the attack.

## BENEFITS

### Benefits for Travel Cancellation

*You* must report the cancellation of *your covered trip* immediately. Refer to the section "Claims Procedures" for instructions.

When the insured risk occurs before departure, this policy provides for payment of either one of the following benefits, subject to the *sum insured* and to all limitations and exclusions:

- the nonrefundable, unusable, unused, and/or cancelled portion of the travel arrangements, that *you* have paid for prior to *your* departure; this benefit is covered if *you* have not accepted, nor will *you* accept any compensatory travel arrangements from *your* travel supplier(s) "in lieu of" *your* cancelled travel arrangements. This benefit applies to insured risks 1.-10.; or
- upgrade expenses for the extra cost of the next occupancy charge when an insured risk 1.-10., prevents a *travel companion* from departing on the *covered trip* and *you* elect to continue with the *covered trip*; or
- reasonable transportation costs for *you* to travel to the destination of *your covered trip* by the most direct route, to complete *your* original scheduled itinerary and the reimbursement of the unused portion of *your* land arrangements paid in advance, if *you* missed the *contracted* departure date due to the occurrence of insured risks 1., 2., 5., or 8.

### Benefits for Travel Interruption

*You* must report the interruption of *your covered trip* immediately. Refer to section "Claims Procedures" for instructions. When the insured risk occurs after departure,

this policy provides for payment of the following benefits, subject to the *sum insured* and to all limitations and exclusions:

1. If *you* must return earlier or later than the *contracted* date of return due to the occurrence of insured risks 1., 2., 5., 8., 11., or 12.:
    - a. up to the cost of a one-way economy airfare to the *contracted* point of departure or the fee charged by the airline to change *your contracted* date of return as shown on *your* current and usable ticket, whichever is less; and
    - b. the nonrefundable portion of unused land arrangements (if any) paid prior to *your contracted* date of departure.
- This benefit does not reimburse the unused portion of any travel ticket.**
2. If *you* miss part of the *covered trip* due to the occurrence of insured risks 1., 2., 5., 11., or 12.:
    - a. reasonable and additional transportation costs for *you* to rejoin the tour or group by the most direct route; and
    - b. the nonrefundable portion of other unused land arrangements paid prior to *your contracted* date of departure.

**When an applicable insured risk occurs the *insured* is eligible for interruption benefits 1 or 2 above.**

3. When an insured risk occurs, *you* will also be reimbursed for reasonable and necessary commercial lodging and meals, commercial *automobile* rental, essential telephone calls and taxi transportation, to a maximum of \$3,500, subject to a limit of \$350 per *day*, provided:
  - a. *you* miss part of a *covered trip*; or
  - b. *your*, or an *insured travel companion's*, return to the *contracted* point of departure is delayed beyond the *contracted* date of return; or
  - c. *you* must leave the Canadian Mountain Holidays lodge or area and return earlier than the *contracted* date of return.

To file a claim for such expenses, *you* must supply original receipts from commercial organizations.

4. In the event of *your* death during the *covered trip*:
    - a. the actual cost incurred for return of *your* remains in the *common carrier's* standard transportation container to the *contracted* point of departure, including the preparation of the remains and the cost of the *common carrier's* standard transportation container up to a maximum of \$5,000; or
    - b. the actual cost incurred for return of *your* remains to the *contracted* point of departure, including the cremation of remains at the place of death up to a maximum of \$2,500; or
    - c. up to \$3,000 for the preparation of *your* remains and the cost of a standard burial container, plus a maximum of \$2,500 for burial of remains at the place of death.
- The cost of the casket or urn is not covered by this benefit.

## RESTRICTIONS AND LIMITATIONS

### Coverage Limited to Nonrefundable Sums

Only the sums that are nonrefundable on the *day* the insured risk occurs shall be considered for the purpose of the claim. If an insured risk occurs, causing *you* to cancel *your covered trip* prior to *your* departure, *you* must:

- a. contact the *Global Excel* Cancellation Desk immediately at 1-877-644-4215 toll free or 819-566-4215 collect on the *day* the insured risk occurs or on the next business *day*;
- b. cancel all travel arrangements with *your* Travel Agent on the *day* the insured risk occurs or on the next business *day*.

### Precedent to Liability

It is a condition precedent to liability under this policy that, at the time of application, the *insured* knows of no reason to seek medical attention.

## EXCLUSIONS

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

1. a. *Your* medical condition, if:

*your* medical condition was not *stable*, at any time during the 90 *days* prior to the purchase date.

- b. *Your* heart condition, if:  
**any** heart condition was not *stable*, at any time during the 90 *days* prior to the purchase date.
- c. *Your* lung condition, if:
  - i. **any** lung condition was not *stable*; or
  - ii. *you* have been treated with home oxygen or taken oral steroids (e.g., Prednisone) for any lung condition,  
at any time during the 90 *days* prior to the purchase date.

**Exclusion 1 a, b and c above applies to *insureds* age 60 or over.**

2. Any *injury*, *sickness* or medical condition which, prior to the effective date of coverage:
  - a. was such as to render medical consultation or *hospitalization* expected; or
  - b. which has been shown, by prior medical history, as probable or certain to occur.
3. Expenses for which no charge would normally be made in the absence of insurance.
4. Committing or attempting to commit an illegal act or a criminal act.
5. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
6. Labour disruptions or strikes (legal or illegal).
7. *Sickness*, *injury* or medical condition if *you*, a *travel companion* or an *immediate family member of you* or *your travel companion* are awaiting or undergoing any surgery, medical test(s) examination(s), monitoring or consultation:
  - a. for an existing medical condition, other than a regular annual check-up (in the eventuality of a claim, the dates of the last and next annual check-up must be provided);
  - b. for a new or changed medical condition which may eventually cause *you* to seek medical attention.
8. Medication, drugs or toxic substance abuse or overdose (whether or not *you* are sane); alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in one 100 milliliters of blood.
9. Suicide (including any attempt thereat) or self-inflicted *injury* whether or not *you* are sane.
10. A disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless *you* are *hospitalized* on the date of occurrence for the event that caused a trip cancellation.
11. Treatment or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such trip is taken on the advice of a *physician*.
12. A trip undertaken for the purpose of visiting a sick or injured person when the *covered trip* is cancelled, interrupted or delayed due to such person's medical condition or death therefrom.
13. Treatment or hospitalization of mother or *child(ren)* as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the nine weeks before and/or after the expected delivery date.
14. A return earlier or later than the *contracted* date of return unless recommended by the attending *physician*.
15. A return delayed more than 10 *days* beyond the *contracted* date of return, unless *you*, an *immediate family member* or a *travel companion* were *hospitalized* for at least 48 consecutive hours within the 10 *day* period.
16. Any helicopter skiing missed due to weather or mechanical failure during *your* skiing vacation at Canadian Mountain Holidays.

17. Sickness, injury or medical condition *you* suffer or contract in a specific country, region or area for which the Department of Foreign Affairs and International Trade of the Canadian Government has issued a travel advisory or formal notice, before *your* departure date, advising Canadians not to travel to that specific country, region or area. If the Canadian Government issues a travel advisory or formal notice to leave that specific country, region or area, after *your* departure date, *your* coverage for sickness, injury or medical condition is limited to a period of 10 *days* from the date the advisory was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area. In this exclusion "sickness, injury or medical condition" means any sickness, injury or medical condition that is attributable to the reason for which the travel advisory or formal notice was issued or any complications arising therefrom.

18. Any cause or event, which might reasonably have been expected to necessitate the immediate return of the *insured*.

## CLAIMS PROCEDURES

### Notice and Proof of Claim

*You* or a beneficiary entitled to make a claim shall:

- a. give written notice of claim to *Global Excel* not later than 30 *days* from the date the claim arises under the policy;
- b. within 90 *days* from the date a claim arises under the policy, furnish *Global Excel* such proof of claim as is reasonably possible in the circumstances of the *emergency* giving rise to the claim and the loss occasioned thereby, the right of the claimant to receive payment, his age and the age of the beneficiary, if relevant; and
- c. if required by *Global Excel*, provide a satisfactory certificate stating the cause for which the claim is made.

### Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the prescribed period above does not invalidate the claim if the notice or proof is given or furnished as soon as is reasonably possible, and in no event later than one year from the date of *emergency* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

### Payments of benefits

All benefits, other than for loss of life, are payable to *you* or on *your* behalf. Benefits for loss of life are payable to *your* estate unless a beneficiary is otherwise designated by *you* in writing directly to *Globetrek* or to the Insurer.

Any claims paid to *you* will be payable in Canadian funds. Where claims are payable in foreign currency, the rate of exchange is based on the rate effective on the date the payment is made to the *insured*.

### How to Report a Travel Cancellation and Interruption

- a. *You* must call the *Global Excel* Cancellation Desk (at 1-877-644-4215 toll free or (819) 566-4215 collect) and Canadian Mountain Holidays on the *day* the insured risk occurs or on the next business *day* to advise *Global Excel* of *your* cancellation or interruption. Failure to notify *Global Excel* may limit the benefits payable to *you*. Only the nonrefundable prepaid amounts that apply on the *day* the insured risk occurs shall be considered for the purpose of *your* claim.
- b. When *you* contact the *Global Excel* Cancellation Desk and Canadian Mountain Holidays by telephone, be prepared to provide the following information:
  - *your* name;
  - *your* policy number;
  - the insurance plan *you* purchased;
  - *your contracted* dates of travel for the *covered trip*;
  - the reason *why* *you* are cancelling or interrupting *your covered trip*; and
  - the telephone, fax number and/or e-mail address where *you* can be contacted immediately.
- c. Once *you* have reported the cancellation or interruption of *your covered trip* (as described in a. and b. above), *you* must submit the documents listed below to *Global Excel* at the address indicated on page 8. Make sure *you* complete the following steps.

## How to File a Claim

You must substantiate *your* claim by providing all required documents for the applicable insurance coverage. Failure to do so may result in non-payment of *your* claim. (The Insurer is not responsible for charges levied in relation to any such documents.) Note that incomplete documentation will be returned to *you* for completion.

### A. For any Claim Under Travel Cancellation Insurance or Travel Interruption Insurance

You must submit the following documents:

- i. A Globetrek claim form (available by contacting *Global Excel*) fully completed and signed by *you* as well as by *your* regular attending *physician* or the *physician* actively attending to *your* care who is recommending that *you* do not travel on the dates of *your covered trip*.
- ii. A copy of *your* travel insurance policy confirmation or validation provided by Canadian Mountain Holidays on the *day you* purchased and paid for *your* travel insurance. This document may have been issued manually or by an automated system.
- iii. Original invoices from Canadian Mountain Holidays showing the following:
  - the travel arrangements purchased for *your covered trip*;
  - the insurance plan purchased for *your covered trip*;
  - the travel agency service fees applicable to *your covered trip*;
  - the copy of the travel agency's policy or brochure showing the penalties applicable to *your covered trip*;
  - the date *you* purchased *your covered trip*;
  - the copy of the travel supplier's or wholesaler's policy or brochure showing the penalties applicable to *your covered trip*;
  - the name of the travel supplier or wholesaler.
- iv. Original receipts as proof of payment for *your covered trip* showing date(s), amount(s) paid and the method of payment for *your* insurance. This is required for all the deposits and final payments *you* made to Canadian Mountain Holidays for *your covered trip*.

### B. For a Claim Under Travel Cancellation Insurance

- i. Original airline tickets. If any part of the airline ticket is refundable (taxes or penalty) please proceed first with the refund and send us a copy of the airline ticket and proof of refund.
  - ii. Other original transportation vouchers for *your covered trip*.
  - iii. Original accommodation and meal vouchers for *your covered trip*.
  - iv. Other original documents for travel insured under *your covered trip*.
- Note: If *you* have not yet received the documents listed in i, ii, iii or iv, *you* must obtain the detailed invoices and receipts that Canadian Mountain Holidays received from the travel supplier(s) with whom they purchased and paid for the travel arrangements for *your covered trip*.
- v. For a claim under insured risks 1. or 2. due to death or *hospitalization*, a Globetrek claim form (available by contacting *Global Excel*), a death certificate and *hospital* records, as well as an explanation of *your* relationship to the person in question and how this event caused *you* to cancel *your covered trip*.
  - vi. For a claim under insured risks 4. - 12., proof of the insured risk's occurrence, as follows:

- for insured risks 4. or 8., the applicable reports from the proper authorities;
- for insured risk 5., the original airline tickets and/or original cancellation invoice, the transfer vouchers, a police report, a letter from the rental agency or a commercial invoice;
- for insured risks 6. or 7., a letter from the employer confirming the relocation or termination of employment;
- for insured risks 9. or 10., notice of hearing, the summons and/or subpoena;
- for insured risks 11. or 12., the applicable police reports.

Send all applicable documents listed above to *Global Excel* at the address indicated on page 8.

### C. For a Claim Under Travel Interruption Insurance

In addition to the documents listed under "For any Claim Under Travel Cancellation Insurance or Travel Interruption Insurance" section, *you* must submit the following documents for insured risks 1., 2., 5., 8., 11. and 12.:

- i. The original airline tickets, transfer vouchers, accommodation and other travel documents prepaid for *your covered trip*.
- ii. An explanation of the events that caused *you* to interrupt *your covered trip* under the insured risk.
- iii. Complete details and dates of the event and an explanation of *your* relationship to the person in question where a person other than *yourself* is involved.
- iv. For reasonable and necessary commercial lodging and meals, *automobile* rental, essential telephone calls and taxi transportation expenses: original receipts for the covered expenses incurred and an explanation of the expenses.
- v. For *hospitalization*, death or repatriation: a copy of the *hospital* records, death certificate, receipts from airlines, funeral homes and other expenses covered under the insured risk.

Benefits under this coverage are payable to *you* unless *you* authorize and direct the Insurer, in writing, to pay the eligible claim amount to a third party.

Globetrek may ask *you* or *your* attending *physician* to provide additional evidence to support *your* claim. *You* may also be required to undergo examination by one or more of our *physicians*. In this event, Globetrek will cover any associated costs.

Send all applicable documents listed above to *Global Excel* at the address indicated below:

#### Global Excel Management Inc.

73 Queen Street, Lennoxville, Quebec J1M 1J3

Toll free 1-877-296-9922 or collect 819-566-3937

Be prepared to provide *your* policy number or indicate it on all correspondence.

## GENERAL TERMS OF AGREEMENT

### Rights of Subrogation

If *you* suffer a loss covered under this policy, the Insurer is granted the right from *you* to take action to enforce all of *your* rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss *you* shall immediately notify the Insurer so that it may safeguard its rights. *You* shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.

### Other Insurance

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which an *insured person* is insured under such other coverage. All Coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, the Insurer will coordinate payment only above this amount.

### Misrepresentation and Non-Disclosure

The completed and signed application (if applicable) is essential to the appraisal of the risk by the Insurer and is the basis of and forms part of *your* contract. Any erroneous responses thereon constitute material misrepresentation or concealment

relating to an essential component of the contract which renders *your* insurance void. Consequently and following a loss, no claim shall be payable by the Insurer and *you* shall be solely responsible for all expenses relating to *your* claim, including repatriation costs. The entire coverage under this policy shall be voidable if the Insurer determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.

### Arbitration

Notwithstanding any clause in the present policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the Canadian province or territory of residence of the *insured*. The parties agree that any action will be referred to arbitration.

### Applicable Law

This contract of insurance is governed by the laws of *your* Canadian province or territory of residence. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured*.

### Notice of Statutory Conditions

Despite any other provision of this contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance of the Canadian province or territory where the policy was issued.

### Safeguarding your Privacy

The Insurer places great importance on the protection of *your* privacy. In an effort to assure *you* of full coverage in the event of a claim, the Insurer asks that certain applicants provide personal information when applying for insurance. This information remains confidential, as is required by Canadian law. The "Agreement, Understanding and Authorization" *you* signed at the end of the medical declaration (if applicable) begins a process whereby *your* personal health records may be released to Insurer's employees for analysis to better serve *you*. In no case will the Insurer release this information to any person or organization that is not clearly entitled to it without first seeking *your* permission.

For privacy information, please see [www.royalsunalliance.ca](http://www.royalsunalliance.ca), or call us at 1-800-716-4339.

## DEFINITIONS

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

**Automobile** means any vehicle, station wagon, mini-van, sports utility vehicle (for on road use), motorcycle, pick-up truck or a mobile home, camper truck or trailer home under 36 feet in length, used exclusively for the transportation of passengers other than for hire, in which *you* are a passenger or driver during *your* trip.

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

**Child(ren)** means a dependent and unmarried child of the *insured* or his/her *spouse*, who is under 21 years of age at the date of purchase or under 26 years of age if a full-time student or over 20 years of age and has a permanent physical impairment or a permanent mental deficiency on the date of purchase and who is dependent on *you* for support.

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

**Contracted**, in reference to a destination, a date or the time and place of arrival or departure, means that which is indicated in the travel documents for the *covered trip*.

**Covered Trip** means the travel arrangements which *you* have *contracted* and paid in advance of departure and for which an insurance premium has been paid in full to cover the total nonrefundable amount of such travel arrangements.

**Day** means 24 consecutive hours.

**Emergency** means that *you* require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while this coverage is in effect.

**Global Excel** means the company appointed by the Insurer to provide medical assistance and claims services.

**Hospital** means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of *sickness* and *injury* in the acute phase, or active treatment of chronic sickness; which has facilities for diagnosis, major surgery and in-patient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

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

**Immediate Family Member** means *your* mother, father, sibling, *child*, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

**Injury** means an unexpected and unforeseen harm to the body caused by an *accident*, occurring 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 *covered trip*.

**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:

- is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- is not experimental or investigative in nature;
- cannot be omitted without adversely affecting *your* condition or quality of medical care.

**Minor Ailment** means any *sickness* or *injury* which does not require the use of medication for a period greater than 15 *days*, more than one follow-up visit to a *physician*, *hospitalization*, surgical intervention, or referral to a specialist, and which ends at least 30 consecutive *days* prior to each *covered trip*. However, a chronic condition or complications of a chronic condition are not considered a minor ailment.

**Physician** means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her licensed authority. A physician must be a person other than *yourself* or an *immediate family member*.

**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* and for the *physician* to certify in writing the necessity of cancelling, interrupting or delaying the *covered trip*.

**Spouse** means the person to whom *you* are legally married or with whom *you* have been residing for at least the last 12 months.

**Stable** means any medical condition (other than a *minor ailment*) for which all the following statements are true:

- there has been no new diagnosis, treatment or prescribed medication;
- there has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type. Exceptions: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes (as long as they are not newly prescribed or stopped) and a change from a brand name medication to a generic brand medication (insofar as the dosage is not modified);

- there has been no new symptom, more frequent symptom or more severe symptom;
- there have been no test results showing deterioration;
- there has been no *hospitalization* or referral to a specialist (made or recommended) and *you* are not awaiting the results and/or further investigations for.

**Sum Insured** means the maximum sum payable that *you* selected at the time of purchase and paid the premium for.

**Terminal Illness** means a medical condition that is cause for a *physician* to estimate that *you* have less than six months to live.

**Travel Companion** means a person who is sharing travel arrangements with *you* from *your* point of departure on the *covered trip*, including accommodation and transportation, and who has paid such accommodation or transportation in advance of departure. A maximum of three persons will be considered *your* travel companions.

**Travel Visa** means the visa required for *your* entrance to a foreign country (not an immigration, employment or student visa).

**You, Your, Yourself, Insured** and **Insured Person** means any eligible person who is named on the confirmation of insurance.

#### IDENTIFICATION OF THE INSURER

Underwritten by:



Administered by:




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<sup>TM</sup> The following is a trademark of Expert Travel Financial Security (E.T.F.S.) Inc., a member of the ETFS Financial Group: ETFS.

The *insured* is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Global Excel*.

**THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE.**

**CANADIAN MOUNTAIN HOLIDAYS**  
CMH HELI-SKIING / CMH HELI-HIKING

**TRAVEL CANCELLATION AND INTERRUPTION**

— **INSURANCE POLICY** —

**POLICY No. GO630394129T**

**THIS POLICY IS A VALID CONTRACT ONLY AFTER THE PREMIUM HAS BEEN PAID.**

