

## CIBC Travel Medical Insurance – Covid-19 Insurance & Assistance Plan

Effective September 2021

### IMPORTANT INFORMATION ABOUT THIS CERTIFICATE

The insurance information contained in this certificate is very important, **you** should keep it in a safe place and take it with **you** on **your trip**. Please read this certificate carefully when **you** receive it.

- This certificate covers specific losses arising from sudden and unforeseeable circumstances related to **COVID-19 only**.
- If **you** test positive for COVID-19 while **you** are on **your trip**, this certificate will cover expenses related solely to COVID-19 up to the maximum sum insured shown on **your Confirmation of Coverage**.
- **You** must meet the eligibility criteria (found on page 4) on the **effective date**.
- If **you** are ineligible for coverage, the **insurer's** only obligation will be to refund any premium paid. Please check **your Confirmation of Coverage** to ensure **you** have the coverage **you** require. Any payments will be limited to the coverage paid for at the time of application. **You** will be responsible for any expenses that are not payable by the **insurer**. Information on Premium Refunds can be found on page 11.
- This certificate contains exclusions and limitations that are important for **you** to understand (for example, this coverage is not available for cruises or any destination included in **your** cruise itinerary). A full list of exclusions can be found on page 6.
- In the event of a claim, **your** prior medical history may be reviewed when the claim is reported, to evaluate **your** prior COVID-19 medical history.
- To help **you** better understand **your** certificate, key terms are printed in **bold italics** and are defined in the Key Terms Defined section on page 7.

### INFORMATION ABOUT YOUR INSURANCE

- Insurance benefits under this certificate are underwritten by Co-operators Life Insurance Company. Refer to the definition of **insurer** in the Key Terms Defined section on page 9 for further details.
- CIBC Travel Insurance is administered by Allianz Global Assistance, which is the registered business name of AZGA Service Canada Inc. Allianz Global Assistance provides travel assistance and claims services for CIBC Travel Insurance Plans on behalf of the **insurer**.
- This certificate evidences group accident and sickness insurance issued under Group Master Policy FC310041 to Canadian Imperial Bank of Commerce (“CIBC”) by Co-operators Life Insurance Company. A summary of the terms, conditions, limitations, exclusions and other provisions of the Group Master Policy are contained in this certificate. If there is a discrepancy between this certificate and the Group Master Policy, the terms of the Group Master Policy will govern. **You** and any claimant under the Group Master Policy may request a copy thereof, the application and any other written statements (if any) that have been provided to the **insurer** as evidence of insurability, subject to certain access limitations. CIBC earns compensation from the **insurer** for the promotion of CIBC Travel Insurance plans.
- This certificate must be accompanied by a Confirmation of Coverage document to complete the contract.

### FOR 24/7 EMERGENCY ASSISTANCE

Please contact the **Operations Centre** before seeking **treatment**. Our agents will provide **you** with a referral to the nearest available medical facility, arrange billing on **your** behalf whenever possible, and advise **you** of important information related to the claims process.

In a serious medical emergency, get to a hospital and have a **family member** or friend call on **your** behalf once **you** are at the facility and within 24 hours of admission.

Toll free Canada/USA **1-800-281-9109**  
From elsewhere call collect **416-340-7124**

**International operator assistance is required.**  
**Please confirm how to call collect to Canada from your destination prior to departure.**

### Right to Examine Policy

Please review this certificate when **you** receive it to ensure it meets **your** needs. **You** may return this certificate for a full refund, provided **you** have not departed on **your trip** and a claim has not been incurred.

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

**If you have any questions about this certificate, please contact the *Operations Centre*.**

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## SUMMARY OF COVERAGE

**Your COVID-19 Emergency Hospital & Medical Insurance Coverage has an overall certificate maximum found on *your* Confirmation of Coverage. This amount is per person, per *trip*. If a specific benefit within the coverage is limited to a lower limit (a sublimit), this will be identified in the benefit summary, starting on page 5.**

**Your COVID-19 Trip Interruption Coverage has limits applicable to each benefit. These benefits and their applicable limits are outlined, starting on page 6.**

The table below shows *your* coverage at a glance. Full terms, conditions and limitations of *your* coverage begin on page 4.

### COVID-19 EMERGENCY HOSPITAL & MEDICAL INSURANCE COVERAGE

#### EMERGENCY TREATMENT



This benefit is for medical expenses related to the treatment of COVID-19 after receiving a positive COVID-19 test.

Covered out-of-pocket expenses are subject to a sublimit under this benefit.

#### TRANSPORTATION



This benefit is for expenses incurred to transport you to the nearest appropriate medical facility or to a Canadian hospital if you test positive for COVID-19 while on your trip.

#### RETURN OF TRAVEL COMPANION



If you are quarantined, hospitalized or repatriated, this benefit is for expenses to transport a travel companion and your dependent children back to their home.

#### IN THE EVENT OF YOUR DEATH



If death occurs during your trip due to COVID-19, this benefit covers the preparation and transportation of your remains to your province or territory of residence or burial at place of death.

This benefit is subject to sublimits.

### COVID-19 TRIP INTERRUPTION INSURANCE COVERAGE

#### QUARANTINE MEALS & ACCOMMODATION



This benefit is for expenses if you are placed in individual quarantine during your trip due to a positive COVID-19 test.

There is a specific limit for this benefit.

#### DENIED BOARDING



If on your return trip home, you are denied boarding due to a COVID-19 screening, this benefit is for expenses you may incur due to unexpected expenses as a result of the delay.

There is a specific limit for this benefit.

## ELIGIBILITY

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To be eligible for this coverage **you** must meet the following conditions on the **effective date of your certificate**:

- a) be a CIBC client;
- b) be a **Canadian resident**;
- c) be at least 15 days old;
- d) be insured by a Canadian provincial government health insurance plan for the duration of the **trip**; and
- e) **you** must have purchased **your** certificate prior to departing on **your trip** or, if purchasing an extension, prior to the **expiry date of your** COVID-19 certificate.

A **Canadian resident** means a person legally authorized to reside in Canada and who maintains a permanent residence in Canada to which they will return after their **trip**.

## COVERAGE PERIOD

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### Start of Coverage

Coverage starts on the **effective date**.

### End of Coverage

Coverage ends on the **expiry date**.

### Automatic Extension of Coverage

If **you** cannot return home as originally scheduled, coverage may be extended under the following circumstances:

- a) **Quarantine**: If **you** cannot travel on the scheduled return date due to **your** positive COVID-19 test, coverage will be automatically extended until the maximum benefit of fourteen (14) days is reached. Costs for rescheduled transportation are not included in this coverage.
- b) **Hospitalization**: If **you** are hospitalized as a result of COVID-19 during the **trip**, coverage will be automatically extended during the period of **hospital** confinement, plus five (5) days after release to travel home.
- c) **Common Carrier Delay**: If the **common carrier** in which **you** are riding or are scheduled to ride as a passenger is delayed due to circumstances beyond **your** control, coverage will be automatically extended for up to seventy-two (72) hours.
- d) **Denied Boarding**: If **you** are denied boarding on a **common carrier** due to a COVID-19 screening, coverage will be automatically extended for up to seventy-two (72) hours.

## INSURING AGREEMENT

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The **Operations Centre** will use commercially reasonable efforts to provide assistance in the event that **you** test positive for COVID-19 during **your trip**. However, the **insurer**, the **Operations Centre** and their agents will not be responsible for the availability, quantity, quality, or results of any medical **treatment** received, or for the failure of any person to provide or obtain medical services.

Subject to the terms, conditions, limitations, exclusions and other provisions of this certificate, the **insurer** will pay **reasonable and customary** costs for eligible expenses incurred during the coverage period, up to the amounts specified in this certificate, in excess of the amount allowed or paid for by any other insurance plan(s).

Payment is limited to the amounts specified under each benefit. Some benefits are subject to advance approval by the **Operations Centre**. **You** will be responsible for any expenses that are not payable by the **insurer**.

### Specific Conditions

1. **You** may receive assistance with medical and **hospital** costs and assistance with **quarantine** costs in an approved designated facility if **you** have tested positive for COVID-19 while **you** are travelling outside Canada. There is no assistance coverage in Canada.
2. **You** or someone acting on **your** behalf must contact the **Operations Centre** as soon as possible after **you** test positive for COVID-19 during **your trip**. Services that have not been approved by the **Operations Centre** will not be reimbursed or paid. If the **Operations Centre** is not notified immediately, **you** may not be covered by this insurance.
3. COVID-19 tests are only considered a covered expense if resulting **quarantine** or medical and **hospital** costs are eligible expenses.
4. In consultation with **your** attending **physician**, the **Operations Centre** reserves the right to transfer **you** to another **hospital** or to return **you** to **your** province or territory of residence. **Your** refusal to comply will release the **insurer** of any liability for expenses incurred after the proposed transfer date.

## WHAT'S COVERED

### COVID-19 EMERGENCY HOSPITAL & MEDICAL INSURANCE COVERAGE

Subject to the certificate terms and conditions, the **insurer** agrees to pay up to the Sum Insured indicated on **your** Confirmation of Coverage for the **reasonable and customary** charges **you** incur for emergency medical **treatment** and covered services arising during the coverage period as a result of **your** positive COVID-19 test result.

Coverage is worldwide outside of Canada.

**Maximum benefit:** up to Sum Insured



#### 1. EMERGENCY TREATMENT

If **you** test positive for COVID-19 while **you** are on **your trip**, the **insurer** agrees to pay for:

- a) **hospital** accommodation, including private or semi-private room;
- b) reasonable and customary services and supplies medically necessary for your care.

**Medically necessary** means the services or supplies provided by a hospital, physician, or other licensed provider that are required to treat COVID-19 and that the insurer determines are:

- consistent with the treatment of COVID-19;
  - appropriate with regard to standards of good medical practice;
  - the most appropriate supply or level of service that can be safely provided to you.
- c) drugs or medications prescribed by a **physician**;
  - d) services of a legally licensed **physician** or registered nurse;
  - e) outpatient services including lab tests and X-ray examinations as ordered by a **physician**; and
  - f) the following out-of-pocket expenses up to a combined maximum of \$500 if **you** are hospitalized:
    - child care costs for **travel companions** under age 18 or physically or mentally handicapped and reliant on **you** for assistance;
    - essential telephone calls;
    - in-hospital television rental and internet usage fees; and
    - ride-hailing fares including, but not limited to, a taxi or an Uber.



#### 2. TRANSPORTATION

If required, the **insurer** agrees to cover the costs of **your** transportation to the nearest appropriate medical facility or to a Canadian **hospital** due to COVID-19 or related complications.

Any transportation including, but not limited to, air ambulance, one-way airfare, stretcher, and/or a medical attendant, must be pre-approved and arranged by the **Operations Centre**.



#### 3. RETURN OF TRAVEL COMPANION/DEPENDENT

If **you** are **quarantined**, hospitalized or returned to Canada under the Transportation Benefit due to COVID-19, the **insurer** agrees to pay the extra cost of a one-way economy class airfare to return **your dependent children** and one (1) **travel companion** to their home if **your quarantine**, hospitalization or repatriation takes place more than twenty-four (24) hours before the originally planned return date.

If required, the **insurer** agrees to pay the cost of an attendant's (not related to **you** by blood or marriage) return economy class airfare to travel with **your dependent children** to their home.

All transportation benefits are payable only when approved in advance and arranged by the **Operations Centre**.



#### 4. EXPENSES IN THE EVENT OF YOUR DEATH

**Benefit sublimit:** \$5,000

If death from COVID-19 occurs during **your trip**, the **insurer** agrees to cover up to \$5,000 for:

- a) the preparation (including cremation) and transportation of **your** remains to **your** province or territory of residence; or
- b) cremation or burial of **your** remains at the place of death.

In addition, if local authorities legally require the attendance of **your family member** or close friend to identify **your** remains, the **insurer** agrees to pay up to a combined maximum of \$1,500 for their:

- return economy airfare via the most cost-effective route; and
- meals and **commercial accommodation**.

## COVID-19 TRIP INTERRUPTION INSURANCE COVERAGE

Subject to the certificate terms and conditions, the **insurer** agrees to pay for the **reasonable and customary** charges **you** incur, up to the limits stated below, if **you** need to interrupt **your trip** during the coverage period as a result of **your** positive COVID-19 test result.

Coverage is worldwide outside of Canada.



### 1. QUARANTINE MEALS & ACCOMMODATION EXPENSES

**Benefit maximum:** \$150 per day to a maximum of \$2,100 per person

If **you** are placed in individual **quarantine** during **your trip** due to **your** positive COVID-19 test result while on **trip**, the **insurer** agrees to pay \$150 per day to a maximum of \$2,100 for the costs incurred for meals and approved **commercial accommodation**.

The maximum benefit is limited to the lesser of the number of days required by a **physician**, or the benefit maximum.



### 2. DENIED BOARDING

**Benefit maximum:** \$300 per person

If on **your** return **trip** home, **you** are denied boarding on a **common carrier** because of **your** **COVID-19 screening**, the **insurer** agrees to pay up to \$300 for meals and approved **commercial accommodation**. In the event a **dependent child** covered under **your** certificate is denied boarding, this benefit will extend to one (1) accompanying **family member**.

**Your** coverage will be extended as described in “**Denied Boarding**” under the “**Automatic Extension of Coverage**” section found on page 4.

This does not include **your** refusal or failure to comply with rules and requirements to travel or of entry to, **your** destination.

## WHAT'S NOT COVERED

**COV1** Benefits are not payable for costs incurred during **your trip** if **you** have tested positive for COVID-19 prior to **your trip** and have not subsequently tested negative for COVID-19 before **your effective date**.

**COV2** Benefits are not payable for costs incurred due to, contributed by, or resulting from any **signs or symptoms** of COVID-19 within fourteen (14) days immediately before **your effective date**.

**Signs or symptoms** means any evidence of COVID-19 experienced by **you** or recognized through observation.

**COV3** Benefits are not payable for costs incurred due to, contributed by, or resulting from any medical condition other than COVID-19.

**COV4** Benefits are not payable for any costs incurred due to, contributed to by, or resulting from any positive COVID-19 test if **you** undertook **your trip** with the prior knowledge that **treatment**, palliative care or alternative therapy of any kind would be required.

**COV5** Benefits are not payable for costs incurred due to, contributed to by, or resulting from a **trip** commenced or continued against the advice of **your physician**.

**COV6** Benefits are not payable for costs incurred due to, contributed to by, or resulting from continued **treatment** for, recurrence of, or complication of COVID-19 after being declared medically fit to travel back to Canada.

**COV7** Benefits are not payable for costs or losses incurred due to, contributed to by, or resulting from: intentional self-injury; or suicide or attempted suicide.

**COV8** Benefits are not payable for any costs incurred due to, contributed to by, or resulting from

- abuse of any medication or non-compliance with prescribed medical **treatment** or therapy, or
- drugs or medications commonly available without a prescription; or
- drugs or medications which are not legally registered and approved in Canada.

**COV9** Benefits are not payable for costs incurred due to, contributed to by, or resulting from any sickness or injury occurring while **you** are under the influence of illicit drugs, or alcohol (where the concentration of alcohol in **your** blood exceeds 80 milligrams of alcohol in 100 millilitres of blood or when **you** illustrate a visible impairment due to alcohol or illicit drugs) or any other intoxicant, and any chronic sickness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.

**COV10** Benefits are not payable for costs incurred due to, contributed to by, or resulting from any injury.

**COV11** Benefits are not payable for costs incurred in a country, region or city during **your trip** if, before **your effective date**, a Level 4 travel advisory was issued by the Canadian government for COVID-19, advising Canadians to avoid all travel to that country, region, or city.

**COV12** Benefits are not payable for any costs incurred due to, contributed to by, or resulting from any positive COVID-19 test while on a cruise or in any destination included in **your** cruise itinerary.

**COV13** Benefits are not payable for costs incurred due to, contributed to by, or resulting from **you** exposing yourself to risk from or participation in any riot or civil disorder, committing or attempting to commit a criminal offence, **act of war**, rebellion or revolution, **act of terrorism**, or service in the armed forces.

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

**Act of war** means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of: war; invasion; acts of foreign enemies; hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents; civil war; rebellion; revolution; insurrection; civil commotion assuming the proportions of or amounting to an uprising; military or usurped power.

**COV14** Benefits are not payable for costs or losses incurred due to, contributed by, or resulting from **nuclear** reaction/radiation, **nuclear, chemical or biological** occurrence, however caused; or radioactive seepage, pollution or contamination.

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

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

## KEY TERMS DEFINED

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**Commercial accommodation** means an establishment providing short-term accommodation for paying guests, licensed under the law of its jurisdiction, which provides proof of commercial transaction. This includes accommodation booked through an online marketplace or homestay network.

**Common carrier** means an airline, bus, taxi, car service, train, or government-operated ferry system offering its transportation services to paying passengers at published rates and scheduled times.

**Dependent child(ren)** means financially dependent unmarried natural, adopted or step-children who are:

- a) no more than twenty (20) years old; or
- b) no more than twenty-five (25) years old if full-time students; or
- c) mentally or physically handicapped and more than twenty (20) years old.

**Effective date** means the date insurance coverage begins. The effective date is indicated on **your** Confirmation of Coverage.

**Expiry date** means the earlier of:

- a) the date the you are no longer eligible for coverage;
- b) the date indicated as the expiry date on your confirmation of coverage; or
- c) the date and time **you** return to **your** province or territory of residence.

**Family member** means **your** spouse, **dependent child**, parent, step-parent, sibling, step-sibling, legal guardian, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

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

**Insurer** means Co-operators Life Insurance Company.

**Operations Centre** means the Operations Centre maintained by Allianz Global Assistance. Allianz Global Assistance is the registered business name of AZGA Service Canada Inc.

**Physician** means a person other than **you**, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed, and who is not related to **you** by blood or marriage.

**Quarantine(d)** means **you** are placed in individual quarantine during **your trip** by order of a **physician** based on a positive COVID-19 test. It does not include any quarantine that applies generally based on the vessel or geographical area where a person is travelling to, from or through.

**Reasonable and customary** means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or fee in the geographical area where the services are provided or costs are incurred for comparable **treatment**, services or supplies for COVID-19.

**Travel companion** means a person with whom **you** have coordinated travel arrangements and with whom **you** intend to travel during the **trip**.

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

**Trip** means a period during which **you** are travelling outside of **your** province or territory of residence and for which coverage is in effect.

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



## GENERAL PROVISIONS

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### Assignment

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

### Benefit Payments

Unless otherwise stated, all provisions in this certificate apply to **you** during a **trip**. Benefits are only payable to **you** under one certificate during a **trip**.

If **you** are insured under more than one (1) COVID-19 Insurance & Assistance Plan certificate issued by the **insurer**, benefits will only be paid under one (1) insurance certificate, the one (1) with the greatest sum insured. The total amount **you** will be reimbursed will not be more than the actual expenses **you** incurred.

Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by the **Operations Centre** at the time of application, and indicated on **your** Confirmation of Coverage.

Any benefits payable do not include interest charges.

Benefits payable as a result of **your** death will be payable to **your** named beneficiary or to **your** Estate.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

### Conformity With Law

Any certificate provision in conflict with any law to which this certificate is subject is hereby deemed to be amended to conform thereto.

### Contract

The application, completed medical questionnaire (if applicable), Confirmation of Coverage, this certificate, any document attached to this certificate when issued, and any amendment to the certificate agreed upon in writing after it is issued, constitute the entire contract. Each certificate or term of coverage is considered a separate contract.

The **Operations Centre** reserves the right to decline any application or any request for extensions of coverage.

No condition of this certificate shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by the **insurer**.

### Coordination of Benefits

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force, held by or available to **you**.

Other coverage includes but is not limited to:

- homeowners insurance;
- tenants insurance;
- multi-risk insurance;
- any credit card, third-party liability, group, or individual basic or extended health insurance;

The **Operations Centre**, on behalf of the **insurer**, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

**You** may not claim or receive in total more than 100% of the loss caused by the insured event.

If **you** are retired with an extended health plan provided by a former employer, with a lifetime limit of up to \$100,000, the **Operations Centre**, on behalf of the **insurer**, will not coordinate benefits with that provider, except in the event of **your** death.

### Currency

All amounts stated in the certificate, including premium, are in Canadian dollars. At the option of the **Operations Centre**, benefits may be paid in the currency of the country where the loss occurred. If currency conversion is necessary, the exchange rate on the date the service was rendered to **you** will be used.

### Extending Your Trip

**You** can extend **your** coverage before **you** leave **your** province or territory of residence.

If **you** decide to apply for additional coverage before **you** have left **your** province or territory of residence, please contact the **Operations Centre**.

If **you** decide to apply for additional coverage after **you** have left **your** province or territory of residence, **you** may apply for a new term of coverage if **you**:

- a) purchase additional coverage prior to the **expiry date**; and
- b) are in good health; and
- c) have no reason to seek **medical consultation** during the new term of coverage.

If **you** have incurred a claim, the **Operations Centre** will review **your** file before deciding on granting an extension.

Each certificate or term of coverage is considered a separate contract and all limitations and exclusions will apply.

The **Operations Centre** reserves the right to decline any request for new terms of coverage.

### General Terms

Insurance terms and conditions are subject to change with each new certificate purchased, without prior notice, to reflect actual experience in the marketplace.

## Governing Law

This certificate will be governed by the laws of the Canadian province or territory in which **you** normally reside.

## Language

The parties request that the certificate and all related documentation be drawn in English. Les parties demandent que le présent certificat ainsi que toute documentation pertinente soient rédigées en anglais.

## Limit on Liability

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

## Limitation of Action

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

## Misrepresentation or Nondisclosure

**Your** failure to disclose or misrepresentation of any material fact, or fraud, either at the time of application or at the time of claim, shall render the entire contract null at the option of the **insurer**, and any claim submitted thereunder shall not be payable.

Where there is an error as to **your** age, provided that **your** age is within the insurable limits of this certificate, the premiums will be adjusted according to **your** correct age.

## Premiums

We will provide the insurance described in this certificate in return for payment of the premium shown on the Confirmation of Coverage. The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates for **your** age on the **effective date** of this certificate as indicated on **your** Confirmation of Coverage.

## Rights of Examination

The claimant shall provide the **insurer** with the opportunity to examine **you** when and so often as it reasonably requires while a claim is pending. In the case of **your** death, the **insurer** may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies.

## Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the certificate, **you** agree to:

- a) reimburse the **insurer** for all emergency medical and **hospital** costs paid under the certificate from any amounts **you** receive from a third party responsible (in whole or in part) for **your** injury or sickness whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover **your** damages, which include emergency medical and **hospital** costs paid under the certificate;
- c) include all emergency medical and **hospital** costs paid under the certificate in any settlement agreement **you** reach with the third party;
- d) act reasonably to preserve the **insurer's** right to be reimbursed for any emergency medical or **hospital** costs paid under the certificate;
- e) keep the **insurer** informed of the status of any legal action against the third party; and
- f) advise **your** counsel of the **insurer's** right to reimbursement under the certificate.

**Your** obligations under this section of the certificate in no way restrict the **insurer's** right to bring a subrogated claim in **your** name against the third party and **you** agree to cooperate with the **insurer** fully should the **insurer** choose to exercise its right of subrogation.

## Sanctions

Benefits are not payable under this certificate for any losses or expenses incurred due to or as a result of **your** travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.

## Time

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

## PREMIUM REFUNDS

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A refund will be provided if **you**:

- a) cancel **your** certificate prior to departing on **your trip**; or
- b) **you** return to **your** province or territory of residence before the **expiry date** of **your** certificate and a claim has not been incurred (partial refund).

To obtain a refund, please contact the **Operations Centre**.

**You** may be asked for:

1. A copy of **your** Confirmation of Coverage; and
2. Any other documentation to support **your** refund request.

### Important Note

Refunds for partial cancellations will be calculated by multiplying the daily premium by the actual number of days **you** were out of country; if this amount is less than the minimum premium of \$10 required for the plan purchased, the minimum premium will be used. This amount is then subtracted from the total premium paid.

The refund will be calculated based on the date the refund request is received by the **Operations Centre**.

Refunds requests must be received to the **Operations Centre** no later than 90 days from **your** return date.

## HOW TO FILE A CLAIM

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The **Operations Centre** must be immediately notified of any loss or occurrence no later than 30 days from the date the claim arises.

For our most efficient claims experience, please submit claims through our secure Claims Portal:  
[www.allianzassistanceclaims.ca](http://www.allianzassistanceclaims.ca)

Alternatively, claim forms are available by calling the **Operations Centre** at 1-800-281-9109 or collect 416-340-7124.

**You** must provide the **Operations Centre** with satisfactory proof of loss no later than 90 days from the date the claim arises. As a condition to the payment of benefits under this insurance, certain information will be required to file a claim. **You** shall be responsible for providing the **Operations Centre** with the following:

- a) completed and signed claim form; and
- b) receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
- c) proof of any payment made by any other insurance plan or contract, including a government health insurance plan; and
- d) supporting medical documentation, at the request of the **Operations Centre**. If the required supporting documentation is not provided, the claim may not be paid.

### Failure to Give Notice and Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed, does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible. In no event may notice and proof of claim be provided later than one (1) year from the date a claim arises, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Failure to provide the requested documentation to substantiate a claim under this certificate will invalidate the claim.

This insurance will not pay for any interest accrued on charges.

## PRIVACY INFORMATION NOTICE

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Co-operators Life Insurance Company (the "insurer") and the insurer's insurance administrator, Allianz Global Assistance, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require personal information including:

- details about you including your name, date of birth, address, telephone numbers, email address, employer, and other identification;
- medical records and information about you;
- records that reflect your business dealings with and through us.

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- to identify and communicate with you;
- to consider any application for insurance;
- if approved, to issue a Policy or Certificate of insurance;
- to administer insurance and related benefits;

- to evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- to investigate claims and to determine eligibility for insurance benefits;
- to provide assistance services;
- for fraud prevention and debt collection purposes;
- as required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate or Policy holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the "optional purposes").

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify Allianz Global Assistance. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Certificate or Policy holder's, insured's or claimant's file that we establish and maintain in the offices of Allianz Global Assistance. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca).

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca) or by writing to:

**Privacy Officer**

Allianz Global Assistance  
700 Jamieson Parkway  
Cambridge, Ontario N3C 4N6  
Canada

For a complete copy of Our Privacy Policy please visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca).

## **STATUTORY CONDITIONS**

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**Despite any other provision contained in the contract, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of Accident and Sickness Insurance. For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of Accident and Sickness Insurance.**

**ADMINISTERED BY:**

**AZGA Service Canada Inc. o/a Allianz Global Assistance**

700 Jamieson Parkway  
Cambridge, Ontario N3C 4N6

**UNDERWRITTEN BY:**

**Co-operators Life Insurance Company**

1920 College Avenue  
Regina, Saskatchewan S4P 1C4