

CAA Travel Insurance



Visitors to Canada Policy

September 1, 2026



NEED HELP DURING YOUR TRIP?

IN THE EVENT OF A *MEDICAL EMERGENCY* **YOU MUST CONTACT CAA ASSISTANCE IMMEDIATELY**

At first onset of symptoms of a *medical emergency* and before seeking *medical treatment*, please contact *CAA Assistance*. 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.

HOW TO CONTACT US

Call:

From Canada & Mainland US: **1-866-672-3651**

From Elsewhere: **1-519-988-7041**

Chat:

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

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

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

Email:

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

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

WHY *YOU* MUST CONTACT *CAA ASSISTANCE*

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

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

If it is medically impossible for *you* to contact *CAA Assistance* prior to obtaining *emergency treatment*, *you* must do so as soon as possible or have someone do it on *your* behalf.

If *you* do not contact *CAA Assistance* before obtaining *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 CAD; and
- for out-patient medical consultation, benefits paid will be limited to one (1) visit per *sickness* or *injury*.

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

10 DAY RIGHT TO EXAMINE

Please take the time to read *your policy* and review all of *your* coverage(s). If *you* have any questions, *you* may contact *us* at 1-800-263-7272. *You* may cancel this *policy* within 10 *days* of purchase if *you* have not departed on *your trip* and there is no claim in progress.

Table of Contents

Important Information About This Policy	2
Eligibility and Purchase Conditions.....	3
Visitors to Canada Insurance.....	3
Extensions	10
Refund of Premium.....	11
CAA Assistance.....	12
How to File a Claim.....	13
Definitions	14
General Terms of Agreement.....	18
Statutory Conditions	21

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

Important Information About This Policy

PLEASE READ THIS *POLICY*

It is *your* responsibility to read this *policy* carefully before *you* travel. Some of the terms may limit the benefits payable to *you*. This *policy* covers losses resulting from unforeseen and emergent circumstances only.

Canadian Life and Health Insurance Association IMPORTANT NOTICE - READ CAREFULLY BEFORE *YOU* TRAVEL

You have purchased a travel insurance *policy*, what happens next?

We want to help *you* understand *your* coverage. It's in *your* best interest to know what *your policy* includes, what it excludes, and what is covered only up to certain limits. Please take the time to read *your policy* before *you* travel. **Italicized** terms are defined in *your policy*.

- Visitors to Canada travel insurance covers claims arising from **sudden** and **unexpected** situations (i.e.: accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, ***you*** must meet all of the **eligibility requirements**.
- This insurance contains **limitations** and/or **exclusions** (e.g.: *medical conditions* that are not *stable*, pregnancy, *child* born on *trip*, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to ***pre-existing medical conditions***, whether disclosed or not at time of *policy* purchase.
- 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.

IT IS *YOUR* RESPONSIBILITY TO UNDERSTAND *YOUR* COVERAGE. IF *YOU* HAVE QUESTIONS, CALL 1-800-263-7272 OR VISIT caaniagara.ca/insurance/travel.

HOW TO USE THIS *POLICY*

Throughout the *policy*, certain terms appear in **italics**. These are explained in the **Definitions** section. Pay close attention to these definitions, as they carry specific meanings that affect how *your* coverage applies.

Pay particular attention to the terms, limitations, conditions and exclusions, both general and specific, that may restrict benefits payable to *you*.

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

CARRY IMPORTANT DOCUMENTS WITH *YOU*

Always keep the following with *you* while travelling:

- *your* wallet card;
- this *policy*.

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

Eligibility and Purchase Conditions

You are not eligible for any coverage under this policy if:

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

To purchase a Visitors to Canada Insurance Plan, *you* and all persons to be insured must be one of the following:

- a visitor to Canada;
- a holder of a Canadian work visa or student visa;
- an immigrant to Canada; or
- a Canadian returning to live in Canada who is awaiting eligibility under a *government health insurance plan (GHIP)*.

Additionally, all persons must:

- be 85 years of *age* or younger;
- purchase the insurance prior to, or within 7 *days** of arrival in Canada.

*** Important Note:** If the *policy* is purchased after *your* arrival in Canada, coverage will be limited during the first 48 hours following the *effective date* of coverage. Please refer to Exclusion no.1 of the Exclusions section of this *policy* for all details.

Visitors to Canada Insurance

The Visitors to Canada Plan is designed to provide Emergency Medical coverage while in Canada, or during a *side trip* as part of *your trip* to Canada, up to the *sum insured* as shown on *your Declaration Page*.

Maximum Sum Insured

Coverage is available up to the *sum insured* *you* have selected as shown on *your Declaration Page*.

Age Limit	Available Sum Insured Options
Up to <i>age</i> 85	\$25,000, \$50,000, or \$100,000
Up to <i>age</i> 69	\$25,000, \$50,000, \$100,000 or \$150,000

Period of Coverage

<i>Effective Date</i>	Coverage under the Visitors to Canada Insurance Plan begins on the latest of: • <i>your</i> arrival date in Canada; or • the date shown as the <i>date of departure</i> on <i>your Declaration Page</i>.
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Visitors to Canada Insurance

Expiry Date	Coverage under the Visitors to Canada Insurance Plan ends the earliest of: • the date <i>you</i> leave Canada to return to <i>your</i> country of permanent residence; • the <i>date of return</i> shown on <i>your Declaration Page</i>; or • for Canadian resident: the date <i>you</i> are once again covered under a <i>Government Health Insurance Plan (GHIP)</i>.
Maximum Trip Days	This plan may be purchased for a maximum of 365 <i>days</i> .

FAMILY COVERAGE

Family coverage is available when three (3) or more *family* members are insured under one *policy*. To qualify, all *family* members must be listed on *your Declaration Page*, and *you* must have purchased and paid for *family* coverage.

This coverage applies to *you*, *your spouse*, *your child(ren)*, and grandchild(ren) under the plan selected. For details on eligibility, please review the definition of *family* provided in this *policy*.

DEDUCTIBLE

The *insurer* will pay eligible expenses only after the deductible amount has been exceeded. The deductible amount is stated in Canadian currency and shown on *your Declaration Page*.

The deductible applies per *insured* person and per covered condition or event.

WHAT THIS PLAN COVERS

This insurance provides coverage for *reasonable and customary* charges related to *emergency medical treatment* if *you* experience an unforeseen *sickness* or *injury* while in Canada, or during a *side trip*.

Coverage is available up to the *sum insured* *you* have selected as shown on *your Declaration Page*.

Expenses are covered only after any amounts payable under another insurance policy or health plan (group, individual, or government) to which *you* are entitled have been applied.

BENEFITS

The following benefits are payable up to the *sum insured* as indicated on *your Declaration Page* in the event of a *medical emergency*. Coverage applies solely to *medically necessary emergency medical treatment* arising from an unforeseen *accident*, *sickness*, or *injury* occurring while *you* are in Canada or during a *side trip* outside Canada, according to the terms and conditions of this *policy*:

EMERGENCY HOSPITALIZATION AND MEDICAL TREATMENTS

Hospitalization

1. *Hospital* accommodation up to the semi-private room rate, or in an intensive care or coronary care unit when *medically necessary*.

If *your* coverage expires while *you* are *hospitalized*, benefits will continue until the earliest of:

- 365 *days* from the *effective date* of *your* coverage; or
- the date *you* are deemed medically able to travel in the opinion of *CAA Assistance*.

Physicians' fees

2. The cost of *reasonable and customary physician* fees.

Visitors to Canada Insurance

Diagnostic Services

3. Laboratory tests and X-rays prescribed by the attending *physician*, provided they are approved in advance by *CAA Assistance*.

Note: This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless such services are approved in advance by *CAA Assistance*.

Nursing Care

4. Private duty nursing during *hospitalization*, when ordered by the attending *physician* and approved in advance by *CAA Assistance*.

Professional Services

5. The cost of professional services by a physiotherapist, chiroprapist, chiropractor, osteopath or podiatrist when prescribed as part of an *emergency treatment* and approved in advance by *CAA Assistance*, up to a maximum of \$300 per profession.

Prescription Drugs

6. Drugs prescribed as part of an *emergency medical treatment* by a *physician*, limited to a 30 day supply per prescription unless *you* are *hospitalized*. Drugs required for the continued stabilization of a chronic *medical condition* are not covered under this benefit.

Medical Appliances

7. The cost of minor medical appliances when prescribed by a *physician* and approved in advance by *CAA Assistance* such as casts, splints, trusses, braces, crutches, canes, orthopedic corsets, as well as the rental of a wheelchair.

EMERGENCY DENTAL TREATMENTS

Emergency dental care

8. Emergency dental treatment at *your trip* destination to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an accidental blow to the face during *your trip*, to a maximum **reimbursement** of \$2,000.

You must consult a *physician* or dentist immediately following the *injury*.

Relief of acute dental pain

9. *Emergency dental treatment* at *trip* destination for the relief of acute pain (excluding root canal treatment or a dental condition for which *you* previously received treatment or advice), up to a maximum **reimbursement** of \$300.

TRANSPORTATION EXPENSES

Ambulance transportation

10. Local licensed ground ambulance service to the nearest *hospital*, *physician*, or medical service provider in the event of a *medical emergency*.

If an ambulance is *medically necessary* but unavailable, coverage also includes local taxi fare in lieu of ambulance service.

11. The cost of air ambulance services to the nearest accredited medical facility, including inter-hospital transfers, when both the attending *physician* and *CAA Assistance* determine that the existing medical facilities are inadequate to treat or stabilize the patient's condition. Coverage is provided only upon prior approval from *CAA Assistance*.

Attending Bedside of the Insured

12. When *you* are *hospitalized* for at least five (5) consecutive *days* and *your* attending *physician* recommends that an *immediate family* member or a friend be present at *your* bedside, the following expenses will be covered for the designated *immediate family* member or friend when approved in advance by *CAA Assistance*:

- one (1) round-trip economy airfare to attend *your* bedside;

Visitors to Canada Insurance

- commercial accommodation, meals, essential taxi fares, and telephone calls, up to a maximum **reimbursement** of \$450, subject to a limit of \$150 per *day*; and
- a Visitors to Canada Insurance Plan issued under the same terms and conditions as your own plan with us.

This benefit is available immediately if *you* qualify as a *child* under this *policy* and depend on the visiting *immediate family* member for support.

Medical Repatriation to Your Country of Residence

13. When approved in advance and arranged by *CAA Assistance*, coverage includes one of the following:

- one-way economy airfare to *your* country of permanent residence;
- additional airline seats to accommodate a stretcher for *your* return to *your* country of permanent residence; or
- air ambulance service (paid in advance), when *medically necessary* to obtain immediate *medical treatment*, to a *hospital* in *your* country of permanent residence.

Special provision for Canadian residents:

If *you* are a Canadian resident without a *government health insurance plan (GHIP)*, *your* country of permanent residence will be deemed Canada under this benefit.

If *you* must be medically repatriated during a *side trip* to another country, *you* will be returned to *your* Canadian province or territory of residence, provided this is approved in advance and arranged by *CAA Assistance*.

Return of the Remains

14. In the event of *your* death on a *trip* following *hospitalization* or accidental death, and subject to prior approval by *CAA Assistance*, reimbursement of:

- a) the actual cost incurred for the repatriation of the body including:
 - preparation of the deceased *insured*; and
 - return of the deceased *insured* in the *common carrier's* standard transportation container to the scheduled point of departure; or
- b) up to \$10,000 for burial or cremation at the place of death.

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

In addition, when an *immediate family* member or a friend must travel to identify the deceased *insured*, the following expenses will be covered for the designated *immediate family* member or friend when approved in advance by *CAA Assistance*:

- one (1) round-trip economy airfare;
- commercial accommodation, meals, essential taxi fares, and telephone calls, up to a maximum **reimbursement** of \$450, subject to a limit of \$150 per *day*; and
- a Visitors to Canada Insurance Plan issued under the same terms and conditions as *your* own plan with *us* of a maximum duration of three (3) *days*.

MEAL AND LODGING ALLOWANCE

Subsistence Allowance

15. When approved in advance by *CAA Assistance*, a subsistence allowance may be provided in the following situations:

- *your* return is delayed beyond *your* original *date of return* due to *sickness* or *injury* affecting *you*, an accompanying *family* member, or a *travel companion*; or
- *you*, an accompanying *family* member, or a *travel companion* must be relocated to obtain *treatment* for a *medical emergency*.

Visitors to Canada Insurance

The subsistence allowance covers up to \$350 per *day* after the original *date of return* or relocation date, for commercial accommodation and meals, to a maximum **reimbursement** of \$3,500.

If *sickness* or *injury* delays *your* return by more than ten (10) *days* beyond the original *date of return*, the allowance will only be paid if *you* submit proof that *you*, or the accompanying *family* member or *travel companion*, were admitted to and confined in a *hospital* for at least 72 hours within that 10-day period.

CONDITIONS

Visitors to Canada Insurance is subject to the following 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*, *you* must do so as soon as possible or have someone do it on *your* behalf.

If *you* do not contact *CAA Assistance* before obtaining *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 CAD; and
- for out-patient medical consultation, benefits paid will be limited to one (1) visit per *sickness* or *injury*.

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

2. *CAA Assistance* must approve in advance any *emergency medical treatment* including investigation, *treatment*, surgery or invasive procedure (including, but not limited to, magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms ultrasounds and biopsies). It remains *your* responsibility to inform *your* attending *physician* to call *CAA Assistance* for approval in advance, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
3. The *insurer* is not responsible for the availability, quality or results of any *medical treatment* or transportation, or the *insured's* failure to obtain *medical treatment* or *hospitalization*.
4. Premium rates and *policy* terms and conditions are subject to change without prior notice.
5. The *insurer* reserves the right to decline an application for insurance or an extension.
6. This insurance must be purchased and paid in full prior to the *effective date* of coverage.
7. Coverage may never extend beyond 365 *days* per *policy*.
8. If insurance coverage is purchased in a manner other than as stated in this *policy*, this *policy* shall be null and void and the *insurer's* sole liability will be limited to the refund of the premium paid.
9. If any benefit is duplicated under a similar benefit, another insurance coverage in this *policy* or another of our *policies*, or under similar coverage with another insurer or third party, the maximum *you* are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to *you* from all sources cannot exceed the actual expense *you* incur.
10. Where not specified, airfares are one-way and economy class.

Visitors to Canada Insurance

EXCLUSIONS

No coverage shall be provided under Visitors to Canada Insurance and no payment shall be made for any claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following:

Medical Conditions Occurring in the First 48 hours of Arrival

1. Any *sickness* or onset of new symptoms that occur during the first 48 hours following the *effective date* of coverage if *you've purchased this policy* after *your arrival in Canada*.

Pre-existing Medical Conditions

2. Any *sickness, injury* or *medical condition* which is not *stable* in the 120 days prior to *your effective date*.
3. For *insured children* under two (2) years old: any *sickness* or *medical condition* present at birth.
4. For policy extensions: *sickness* or *injury* which first appeared, was diagnosed or for which *you* received *medical treatment* after the *date of departure* and prior to the *effective date* of the insurance extension. No extension is permitted if *you* have not been continuously *insured* under a CAA Visitors to Canada Insurance *policy* with no gap in coverage.

Expected Treatments

5. A *trip* undertaken for the purpose of obtaining a diagnosis, a *treatment*, a surgery, to undergo investigative testing or to receive palliative care or any other alternative therapy, as well as any directly or indirectly related complications to the previous.
6. Any *medical condition* or symptoms for which:
 - future investigative testing or *treatments* other than routine monitoring are already planned before the *effective date* of coverage; or
 - it is reasonable to believe that *treatment* will be required during *your trip*.
7. Any *medical condition* resulting from *you* not following a *treatment* as prescribed to *you*, including *prescribed medication*.

Pregnancy and Childbirth

8. Pregnancy, delivery or complications of either in the 9 weeks before or after the expected delivery date including that date.
9. Any costs for *your child* born during the *trip*.
10. Routine prenatal or post-natal care.

Medical Services

11. Services rendered in *your country* of permanent residence. This exclusion does not apply to a Canadian returning to live permanently in Canada who is awaiting eligibility under a *government health insurance plan (GHIP)*.
12. Services rendered by a *family member* (professionals or others).
13. Services provided by a naturopath or an optometrist.
14. Services provided in a convalescent home, nursing home, rehabilitation centre, or health spa, or any custodial care or services rendered for the convenience of the patient.

Medical Treatments & Medical Devices

15. Any investigation, *treatment*, or surgery undertaken without obtaining prior approval from *CAA Assistance*, and which *we* determine does not qualify as *emergency treatment*.

Visitors to Canada Insurance

16. Any cardiac catheterization, angioplasty, or cardiovascular surgery (including any associated diagnostic tests or charges) *you* undergo without obtaining prior approval from *CAA Assistance*, except in extreme circumstances where such surgery is performed as a *medical emergency* immediately upon admission to *hospital*.
17. Any magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds, or biopsies *you* undergo without obtaining prior approval from *CAA Assistance*.
18. Cataract surgery.
19. Any non-emergency, experimental, or elective *treatment* (including, for example, cosmetic surgery, chronic care, or rehabilitation), as well as any expenses arising directly or indirectly from related complications, or any care, *medical treatment*, products or services other than those recognized by the competent authorities as medically necessary for the *treatment* of the *injury* or *illness* or for the stabilization of the *medical condition*.
20. Any *treatment you* choose to receive outside *your* country of permanent residence, when medical evidence indicates that *you* could return there to obtain such *treatment*. Delays in receiving *treatment* or the unavailability of a *medical treatment* in *your* country of permanent residence do not affect the application of this exclusion.
21. Any claim incurred after a *physician* advised *you* not to travel.
22. When the *insured* has received *emergency treatment* and *CAA Assistance* determines that the *medical emergency* has ended, any continued treatment, as well as any recurrence or complication of the initial *medical condition* or any related condition.
23. Medical repatriation unless approved in advance and arranged by *CAA Assistance*.
24. Further *medical treatment* if *we* determine that *you* should transfer to another facility or return to *your* home country of residence, and *you* choose not to. If *you* are a Canadian resident returning to live permanently in Canada who is awaiting eligibility under a *government health insurance plan (GHIP)*, *your* country of permanent residence will be deemed as Canada.
25. The replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada.
26. Damage to or loss of hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth or limbs, and resulting prescription thereof.

Alcohol, Drugs & Other Intoxicants

27. Any *medical condition*, including withdrawal symptoms arising from, or in any way related to:
 - abuse of alcohol that results in a blood alcohol level of more than 80 milligrams in 100 millilitres of blood; or
 - *your* chronic use of alcohol; or
 - the use of drugs or any other intoxicants (including cannabis).

Sports, High-Risk Activities & Commercial Activities

28. Any accident that occurs while *you* are participating in (including training, practicing, or competing) any of the following activities:
 - Aviation and air sports: acting as a pilot or crew member, or travelling as a passenger on any aircraft, flying machines or device supported primarily by buoyancy in air. This includes, but is not limited to airplane, balloon, kite balloon, kite surfing, airship, glider, hang glider, paraglider, parasail, skydiving, wingsuit flying, or any

Visitors to Canada Insurance

activity involving air-traction using a parachute or a kite. Travelling as a passenger on a *common carrier* is not subject to this exclusion.

- Helicopter excursions.
- Military activities: any maneuvers or training exercises of the armed forces.
- Professional sport(s): Participation in any *professional* sports.
- Motorized high-risk activities or *speed contest*: any high-risk activity or *speed contest* involving the use of a motor vehicle on land, water, or air, whether conducted on approved tracks or elsewhere.

29. Any loss incurred when *you* are a driver, operator, co-driver, crew member, or passenger on a commercial vehicle used to deliver goods or carry a load. This exclusion does not apply if the commercial vehicle is used during *your trip* solely for pleasure purposes and not for delivering goods or carrying a load.

Attempting to Your Own Life and Self-inflicted Injury

30. Suicide, attempted suicide, or self-inflicted injury, regardless of *your* mental state.

Terrorism, War & Government Travel Advisories

31. Any *act of terrorism*.

32. *Acts of war* whether declared or not.

33. When doing a *side trip* outside Canada, any situations where an official travel advisory was issued by the Canadian government stating to “Avoid non-essential travel” or “Avoid all travel” regarding the country, region or city of *your* destination, before the *effective date* of coverage, or before *you* leave Canada to undertake a *side trip*. This exclusion does not apply to claims related to an *emergency* or a *medical condition* unrelated to the travel advisory.

Negligence & Commission of a Criminal Act

34. *Your* negligent behaviour, or *your* involvement in the commission or attempted commission of a criminal or illegal act.

Other Expenses

35. Any loss incurred if *you* spend more than 49% of the total duration of *your trip* outside Canada.

36. Expenses for which no charge would normally be made in the absence of insurance.

Extensions

AUTOMATIC EXTENSION OF COVERAGE

Coverage will be extended automatically to allow *you* to complete *your* return journey in a reasonable amount of time*, up to a maximum of five (5) *days* and without additional premium, when *your* return is delayed beyond *your* originally planned *date of return* solely due to one of the following situations:

- a. the scheduled carrier is delayed, provided it was due to arrive to the departure point by the *date of return*;
- b. if driving, inclement weather forces *you* to delay *your* return, provided the return journey began before the *date of return*;
- c. an accident or mechanical breakdown involving the *private vehicle* in which *you* are travelling prevents *you* from returning to *your* departure point in time, provided the return journey began before the *date of return*;
- d. a sudden, unforeseen, and emergent *sickness, injury, or quarantine* affecting *you, your* accompanying *immediate family member, or your travel companion*.

Extensions

When the delay is due to a *medical condition* or *hospitalization*, the coverage will be extended for the duration of *hospitalization* plus five (5) *days* after discharge, or until *CAA Assistance* determines that *you* are medically able to travel, whichever period is applicable.

* For the purposes of this benefit, a reasonable amount of time means the shortest feasible time required to complete the return journey once the cause of delay has been resolved.

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

In the event of a claim, *you* will be required to provide proof of the cause of delay.

VOLUNTARY EXTENSION

We will extend the number of *trip days* covered beyond *your date of return*, provided that:

- *you* apply for an extension prior to the *expiry date* of *your policy*;
- there is no cause for a claim under this *policy*;
- we approve *your* request, and any additional premium required for the extension is paid prior to the *effective date* of the extension;
- *you* have not experienced any change in *your* health;
- *you* have been continuously covered (with no gap in coverage) under a CAA Visitors to Canada Insurance *policy*;
- the total period of coverage, including the requested extension, does not exceed 365 *days*.

Refund of Premium

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

Full Refunds

A full refund may be granted if:

- *you* request cancellation of *your policy* prior to its *effective date*; and
- where this *policy* was purchased to meet a requirement for obtaining or maintaining a Super Visa, *you* are able to provide proof from Citizenship and Immigration Canada confirming that *your* Super Visa application has been denied.

Partial Refunds

A partial refund for unused *days* may be granted if:

- *you* become eligible for, or covered under, a *government health insurance plan (GHIP)* during *your policy* coverage period; or
- *you* return to *your* country of permanent residence before *your* scheduled *date of return*.

To qualify for a partial refund, *you* must provide one of the following, depending on *your* situation:

- proof of the date *you* became eligible for, or covered under, a *government health insurance plan (GHIP)*; or
- proof of *your* departure from Canada and return to *your* country of permanent residence (such as an airline ticket, boarding pass, or customs/immigration entry stamp); or
- proof of *your* early return to *your* country of permanent residence from Citizenship and Immigration Canada, if this *policy* was purchased for a Super Visa.

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:

HOW TO CONTACT US

Call:

From Canada & Mainland US: **1-866-672-3651**

From Elsewhere: **1-519-988-7041**

Chat:

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

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

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

Email:

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

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

When contacting *CAA Assistance*, make sure *you* have *your* wallet card ready. *CAA Assistance* will ask for *your* name, insurance *policy* 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 *your* coverage; and
- provide pre-approval of *treatment*.

If it is medically impossible for *you* to contact *CAA Assistance* prior to obtaining *emergency treatment*, *you* must do so as soon as possible or have someone do it on *your* behalf.

If *you* do not contact *CAA Assistance* before obtaining *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 CAD
- for out-patient medical consultation, benefits paid will be limited to one (1) visit per *sickness* or *injury*.

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

2. If *we* determine that a transfer to another facility or a return to *your* country of residence is necessary, or, if *you* are a Canadian resident returning to permanently reside in Canada, a return to *your* province or territory of residence, and *you* choose not to comply, no benefits will be payable for any further *medical treatment*.
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 the *insurer*. 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 the *insurer*.

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 *policy* and *you* will be reminded that any services rendered are subject to the terms and conditions of this *policy*. If it is later determined that a *policy* term, limitation, condition or exclusion, general and specific, 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* 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 family* 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 *policy* or to explain this *policy'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 below. The *insurer* is not responsible for charges levied in relation to any such documents. **Make sure to indicate *your policy* number on each document.**

Online Claim Submission

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

How to File a Claim

Mail Claim Submission

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

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

The following documents are required to substantiate *your* claim:

1. A completed claim form provided by *CAA Assistance* upon notification of the claim.
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 telephone 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.
6. Proof of travel (including *date of departure* and *date of return*).
7. *Your* historical medical records (if *we* determine applicable).

Definitions

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.

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 *policy*.

Definitions

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, dependent persons under 26 years of *age*, who reside with *you* OR who are full-time students in residence at a post-secondary institution OR a person(s) with disability (physical and/or mental) at any *age* who reside with *you*, all of whom depend on *you* for support and whose name appears on *your Declaration Page* as *insured(s)*.

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 licensed carrier intended and used to transport paying passengers such as bus, taxi, train, boat, airplane or other vehicle.

Date of departure means the date that shows as such on *your Declaration Page*.

Date of return means the date that shows as such on *your Declaration Page*.

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

Declaration Page means the document named as such provided to *you* by *us* confirming *you* have insurance coverage after *you've* paid the required premium.

Effective date means the date *your* coverage starts.

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* country of residence for further *treatment*.

Expiry date means the date *your* coverage ends.

Family 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 a person(s) with disability (physical and/or mental) at any *age*], when *your* names appear on *your Declaration Page* respectively as the *insured(s)*.

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

Helicopter excursion means a recreational or sightseeing activity in which a person is transported by helicopter for leisure, tourism, or exploration purposes.

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.

Definitions

Immediate 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, or a legal ward of the *insured*.

Injury means accidental bodily harm unrelated to *sickness* or of any other medical cause. The injury must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Insured(s) means the person(s) named on *your* CAA Travel Insurance *Declaration Page* upon which a *policy* number appears.

Insurer means Echelon Insurance.

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

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 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: medical advice, consultation, investigation, *treatment*, care, service, *hospitalization*, 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* country of permanent 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 means a person who is not *you* or a member of *your immediate family member* or *your travel companion*, licensed in the jurisdiction where the services are provided, to prescribe and administer *medical treatment*.

Policy means this document, any riders or amendments to this document, the application, and *your Declaration Page*, all of which form the entire contract and must be read as a whole.

Pre-existing medical condition(s) means any *medical condition(s)* that exists prior to the *date of departure* or *effective date* of this insurance for which *you* have received a diagnosis and/or had *medical treatment* and/or been *hospitalized* and/or been prescribed or taken medication and/or had a *change in medication* and/or 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).

Professional means a person who engages in a specific activity for which they receives remuneration.

Quarantine(d) means an involuntary isolation of an individual by order of a *physician* attending to their care. It does not include mandated confinement rules that are applied on broad geographical areas of population where a person is travelling to, from or through.

Definitions

Reasonable and customary 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.

Sickness means a disease or disorder of the body. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Side trip means a temporary visit to another country during *your trip* to Canada, excluding *your* country of permanent residence. To qualify as a side trip, the temporary visit must:

- not exceed 49% of *your* total *trip* duration;
- begin and end in Canada; and
- occur entirely within *your* insured *trip* dates.

Speed 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:

1. There has not been any new *treatment* prescribed or recommended, or *change(s)* to existing *treatment* including a stoppage in *treatment*; and
2. 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
3. The *medical condition* has not become worse; and
4. There has not been any new, more frequent or more severe symptoms; and
5. There has been no *hospitalization* or referral to a specialist; and
6. There have not been any tests, investigation or *treatment* recommended, but not yet complete, nor any outstanding test results; and
7. There is no planned or pending *treatment*.

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

Sum insured means the maximum amount payable, providing premium has been paid, as indicated on *your Declaration Page*.

Terminal illness means that *you* have a *medical condition* for which a *physician* has estimated that *you* have less than six 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 six persons will be considered *travel companions* (including the *insured*).

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 the period of time between *your date of departure* and *your date of return*.

We, us or our means the *Insurer*.

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

You, your and yourself means the "*insured(s)*".

General Terms of Agreement

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

This *policy* is issued in consideration of *your* application, and the premium paid in advance of travel dates, for coverage(s) shown on *your* CAA Travel Insurance *Declaration Page* upon which a *policy* number appears.

Xodus Travel Services has been appointed by the *insurer* as provider of all assistance and claims services under this *policy*.

Premium:

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

Enrollment and premium collection are handled by CAA and the *insurer*. 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.

All premium amounts are stated in Canadian currency.

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

- a. *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;
- b. *your* agreement to the collection, use, and if necessary disclosure of the information available under a. 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
- c. 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 *policy*.

Deductible

The *insurer* will pay eligible expenses for losses incurred in excess of the deductible amount, as shown on *your Declaration Page*, per *Insured*, per covered condition or event.

All deductible amounts are stated in Canadian currency.

Where Coverage is applicable:

Coverage is applicable worldwide, but outside the *Insured's* country of residence (except for returning Canadian residents awaiting coverage through *government health insurance plan*), and 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 12.

Payment of Benefits

All payments under this *policy* 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.

General Terms of Agreement

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

If *we* pay benefits under this *policy*, *we* have rights of subrogation, to the extent of such payment, to any rights of recovery *you* may have against any third party or insurer that may be liable for the loss. In other words, *we* have the right to proceed, at our own expense, in *your* name against such third parties or others who may be responsible for providing indemnity, compensation or benefits similar to this insurance. 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 reasonably with *us* and not do anything to prejudice such rights. If *you* initiate a claim, a demand or legal proceedings against a third party for a covered loss, *you* shall immediately notify *us* so that *our* rights may be protected.

Coordination of Benefits

This *policy* is intended to be excess to other insurance or benefit plans. 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 *policy*, *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.

This *insurer* is a secondary payor. All other sources of recovery, indemnity payments or insurance coverage must be claimed before any payments will be made under any of *our* policies.

If, however, that other insurance or source of recovery is also “excess only”, *we* will co-ordinate payments of all eligible claims with that other insurer or responsible party. Coordination between group health or dental benefit plans, where applicable, follow 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**, the *insurer* 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 *policy* is issued on the basis of information in *your* application or provided in connection with *your* application. 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 voidable;
- which means *your* claim would 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 *policy* or anyone acting on *your* behalf attempt to deceive *us* or makes a fraudulent, false or exaggerated statement or claim.

Arbitration

The *insured(s)* and *insurer* hereto agree that any dispute, controversy or claim arising out of or relating to this *policy*, including any question regarding its existence, interpretation, validity, breach, termination or claim made pursuant to

General Terms of Agreement

it, shall be submitted to an arbitrator in the Canadian province or territory in which this *policy* was issued. The laws of the Canadian province or territory in which the *policy* 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 *policy* of insurance is governed by the law of the Canadian province or territory of residence of the *insured*. For non-Canadian residents, this *policy* of insurance will be governed by the law of the Canadian province or territory where this *policy* was issued.

Notice on Privacy and Confidentiality

The specific and detailed information requested on the application form is required to process the application. To protect the confidentiality of this information, the *insurer* 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 those *insurer* 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 *our* administrator or agent. *You* may request to review the personal information it contains and make corrections by writing to:

Privacy Officer
Orion Travel Insurance
PO Box 8075 STN Industrial Park
Markham, Ontario L3R 0K4
or by calling 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.

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
PO Box 8075 STN Industrial Park
Markham, Ontario L3R 0K4
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 *policy* is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Waiver

The *insurer* 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 the *insurer*.

Copy of Application

The *insurer* shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application/*Declaration Page*.

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.

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 the *insurer*:
 - 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:

- a. 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; or
- b. in the case of death of the person *insured*, if a declaration or presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

Insurer to Furnish Forms 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.

Statutory Conditions

Rights of Examination

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

- a. the claimant shall afford to the *insurer* or *CAA Assistance*, as the case may be, an opportunity to examine the person of the person *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*, the *insurer* 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 the *insurer* within 60 *days* after it has received proof of claim and all required documentation.

Limitation of Arbitration Proceedings

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act, 2002.

Insurance Act Statutory Conditions

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



Questions about your policy?

Visit your nearest **CAA Branch**

Call us at **1-800-263-7272**

Visit us online at
caaniagara.ca/insurance/travel

Service Providers: 1-866-672-3651

Address: PO Box 25215, Overland Park, KS 66225

Please contact *CAA Assistance* for emergency assistance, medical management, coordination of benefits and to arrange direct billing with a healthcare provider.



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