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## Definitions

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**ACM or Active Care Management Inc.** means the company appointed by the *Insurer* to provide the assistance and claims services under this *policy*.

**Act of terrorism** means any activity occurring within a seventy-two (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 instill 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. For *Top-Up*, *age* refers to *your age* on the date of *Top-Up* application.

**Business meeting** means a meeting between companies with unrelated ownership which has been arranged in advance, which is relevant to *your* full-time profession or occupation and which required the undertaking of the *trip*. *Business meeting* includes a conference for which *you* have paid registration fees when the cancellation is due to circumstances beyond *your* control. (Proof of registration will be required in the event of a claim.)

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

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

**Change** means *you* have experienced an increase in symptoms, developed new symptoms, required investigation, required a *change* in frequency or dosage of medication, required a *change* in *medical 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 twenty-six (26) years of *age* (under *age* 19 for Escort of *Insured Children* benefit) , who reside with *you* OR who are full-time students in residence at a post-secondary institution OR mentally or physically handicapped persons of 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)*.

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

**Day** means twenty-four (24) consecutive hours beginning at 12:01 a.m.

**Declaration Page** means *your* most recent computer printout, printed form, electronic copy, invoice or policy documents that sets out the insurance coverage(s) *you* have purchased.

**Default** means the complete or substantially complete cessation of business by a *travel supplier* as a direct or indirect result of bankruptcy or insolvency thereof.

**Departure date** means the *departure date*, start date or *effective date* shown on your *Declaration Page*.

**Effective date** means:

- a. for *Trip Cancellation Insurance* – the date of application;
- b. for *Visitors to Canada Insurance* – the latest of the following:
  - i. *your arrival date* in Canada; or
  - ii. the *departure date*, start date or *effective date* shown on your *Declaration Page*;
- c. for all other insurance coverage's – the latest of the following:
  - i. the date *you leave your Canadian province or territory of residence*; or
  - ii. the *departure date*, start date or *effective date* shown on your *Declaration Page*.

**Family** means *you* and/or *your spouse* (legal or common-law, regardless of sex) and *your child(ren)* or grandchild(ren) (provided they are under twenty-six (26) years of *age* OR of any *age* if mentally or physically handicapped), when *your names* appear on the *Declaration Page* respectively as the *Insured(s)*.

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

**Hospital** means a medical facility which is legally accredited to provide medical, diagnostic and surgical treatment to in-patients during the acute phase of their *sickness* or *injury*, which is primarily engaged in the aforesaid activities and which operates under the supervision of a staff of *physicians* and has a registered nurse continuously on duty. The *hospital* must not be licensed as a home for the aged, rest home, nursing home, convalescent hospital, health spa, rehabilitation centre or treatment facility for drug or alcohol abuse and/or addiction.

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

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

**Infant** means a *child(ren)* under two (2) years of *age*.

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

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

**Insurer** means Orion Travel Insurance Company.

**Key employee** means someone to whom a dependent's full-time care is entrusted and who cannot reasonably be replaced, a business partner, or an employee who is critical to the ongoing affairs of *your business*, during the *trip*.

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

**Medical Questionnaire** (where applicable) means the form relating to *your medical history* which *you* must fill out truthfully and accurately at the time of application for insurance or at the time of application for an extension or *Top-Up*, and which forms part of the insurance contract. The answers *you* provide on this form are material to the determination of the terms of coverage and/or the premium that applies to *you*.

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

**Medically necessary** in reference to a give 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* province or territory of residence or country of origin; 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.

**Physician** means a medical practitioner licensed to prescribe and administer *medical treatment* or a surgeon licensed to perform surgery:

- a. who was thus licensed at the time of medical treatment and who remains so;
- b. whose legal and professional standing, within the jurisdiction where *medical treatment* was rendered, is equivalent to that of a doctor of medicine (M.D.) licensed to practice in any province or territory of Canada; and
- c. who is not an *immediate family member*.

**Policy** means this document, any riders or amendments to this document, the application, any *Medical Questionnaire(s)* (if applicable), and the *Declaration Page*, all of which form the entire *policy* and must be read as a whole.

**Professional** means a person who engages in a specific activity as his/ her principal main occupation and for which he/she receives remuneration.

**Reasonable and customary costs/charges** means costs incurred for approved, eligible medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same *medical treatment* of a similar *sickness or injury*.

**Return date** means:

- a. for the **Multi-Trip Plan** and **Multi-Trip Vacation Package Plan** – the earliest of:
  - i) the date on which *you* are scheduled to return from any single covered *trip* (up to 15 or 30 *days*, depending on the duration of the plan *you* purchased) to *your* Canadian province or territory of residence;
  - ii) the date *you* actually return to *your* Canadian province or territory of residence;
  - iii) one year from the *departure date*, start date, or *effective date* as shown on *your Declaration Page*.
- b. for **Visitors to Canada Insurance** – the earliest of:
  - i) for non-Canadian residents: the actual date *you* leave Canada to return to *your* country of permanent residence;
  - ii) the date on which *you* are scheduled to return to *your* country of permanent residence as shown as the *return date* on *your* most recent *Declaration Page*.
- c. for **All Other Insurance Coverage's** – the earliest of:
  - i) the date *you* actually return to *your* Canadian province or territory of residence;
  - ii) the *return date* on which *you* are scheduled to return to *your* Canadian province or territory as shown on *your* most recent *Declaration Page*;
  - iii) for non-Canadian residents: the date on which *you* are scheduled to return to *your* departure point as shown as the *return date* on *your* most recent *Declaration Page*.

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

**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 twelve (12) months and whom *you* present publicly as *your* spouse (regardless of sex).

**Stable** means that *you* have NOT experienced the following for any *sickness*, *injury* or medical condition before *your trip*: *hospitalization* AND/OR a medical procedure or intervention AND/OR a *change in medication* AND/OR a *change in medical treatment* AND/OR experienced new or more frequent symptoms AND/OR are requiring investigation (other than a routine check-up).

**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 (6) months to live.

**Top-Up** means the coverage *you* purchase from *us* to extend *your trip days* beyond the duration covered under the Multi-Trip Annual Plan, Multi-Trip Annual Vacation Package Plan or another insurer's policy.

**Travel arrangements** mean *travel services* whose reservation and booking has been made by a travel agent or a *travel supplier* on *your* behalf prior to the *departure date* of *your trip*.

**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 (6) persons will be considered *travel companions* (including the *Insured*).

**Travel services** means transportation, sleeping accommodation or other services for the use of a traveller, tourist or sightseer provided by a *travel supplier* but does not include taxes or insurance.

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

**Treated** means that *you* have been *hospitalized*, have been prescribed (including prescribed as needed), have taken or are currently taking medication.

**Trip** for Canadian residents means travel outside *your* province or territory of residence; for non-Canadian residents means travel outside *your* country of permanent residence.

**Vehicle** means any private or rental automobile, motorcycle, mobile home or trailer.

**We, us or our** means Orion Travel Insurance Company.

**You, your and yourself** means the person(s) shown as the "*Insured(s)*" on the *Declaration Page* upon which a CAA Travel Insurance policy number appears.