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## General Terms of Agreement

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

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

*Active Care Management Inc.* has been appointed by the *Insurer* as the 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 *your* agent 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 endorsement if an underpayment in premium cannot be collected; or
- c. refund any overpayment of premium.

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

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

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

### **Deductible**

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

If you have purchased a Vacation Package or Multi-Trip Annual Vacation Package Plan, the Deductible will apply to each coverage included in the Package Plan.

No Deductible applies to the Non-Medical Vacation Package Plan or Trip Cancellation & Interruption Insurance if purchased separately.

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

### **Payment of Benefits**

Except in the case of *your* death, we will pay the covered expenses under this insurance to *you* or the provider of the service. Any sum payable for loss of life will be payable to *your* estate.

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

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

#### **Rights of Subrogation**

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

#### **Co-ordination of Benefits**

If, at the time of loss, *you* have insurance from another source, or if any other party is responsible, for benefits also provided under this policy, the *Insurer* will pay eligible expenses only in excess of those covered by that other insurer or other responsible party, including credit cards, private or provincial auto plans or any other insurance, whether collectable or not. If, however, that other insurance is also "excess only", the *Insurer* will co-ordinate payment of all eligible claims with that other insurer. All co-ordination follows guidelines set by the Canadian Life and Health Insurance Association. In no case will the *Insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is **\$100,000 CAD** or less. If *your* lifetime maximum is greater than **\$100,000 CAD**, the *Insurer* will coordinate benefits only above this amount.

#### **Misrepresentation and Non-disclosure**

The entire coverage under this *policy* shall be voidable if the *Insurer* determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this *policy* or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *Insured* persons under this contract of insurance.

#### **Arbitration**

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 it, shall be submitted to an arbitrator in the province or territory in which the *policy* was issued. The laws of the 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 contract of insurance is governed by the law of the Canadian province or territory of residence of the *Insured*. For Visitors to Canada Insurance, 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, Orion Travel Insurance Company 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 Orion Travel Insurance Company 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.

*Your* consent to the use of personal information to offer *you* products and services which are endorsed or sponsored by *your* agent is optional and if *you* wish to discontinue such use, *you* may write to Orion Travel Insurance Company at the address shown below, or to *your* agent. *Your* file is secured in *our* offices or the office of the administrator. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Orion Travel Insurance Company, 60 Commerce Valley Drive East, Thornhill, Ontario L3T 7P9, or by calling 1-800-268-3750 ext.25043. For CAA South Central Ontario's privacy statement visit [www.caasco.com/privacy](http://www.caasco.com/privacy) for details.

#### **Dispute Resolution**

At Orion Travel Insurance Company (Orion), 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.

The Customer Complaints Office is in place to ensure the decision is fair, equitable, and developed within company standards.

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

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

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

Phone: 1-905-747-4900  
Toll-Free: 1-855-674-6684  
Fax: 1-905-771-3357  
E-Mail: [orioninfo@OrionTi.ca](mailto:orioninfo@OrionTi.ca)

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