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## CONDITIONS, EXCLUSIONS AND PRE-EXISTING MEDICAL CONDITIONS

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### GENERAL CONDITIONS AND GENERAL EXCLUSIONS

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#### GENERAL CONDITIONS

These general conditions apply to all insurance coverages under this *policy*.

1. Premium rates and *policy* terms and conditions are subject to change without prior notice.
2. The *Insurer* reserves the right to decline an application for insurance or an extension or *Top-Up*.
3. This insurance must be issued in Canada and must be purchased prior to the *departure date* or *effective date*.
4. Coverage may never extend beyond 365 *days* from the *departure date* or *effective date*.
5. 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.
6. 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, 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.
7. Where not specified, airfares are one-way and economy class.

#### GENERAL EXCLUSIONS

These general exclusions apply to all insurance coverage(s) under this *policy*.

No coverage shall be provided under this *policy* 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 the following:

1. Any loss resulting when *you* are a driver, the operator, a co-driver, a crew member or any other passenger on a commercial vehicle used for the purpose of delivering goods or carrying a load. This exclusion is not applicable when the commercial vehicle is used during *your trip* solely for pleasure purposes and not used for delivering goods or carrying a load.
2. Noncompliance with prescribed *medical treatment* or therapy.
3. Suicide (including any attempt thereat) or self-inflicted *injury* whether or not *you* are sane.
4. Commission or attempted commission of a criminal, criminal-like, illegal or negligent act by *you*. This exclusion is not applicable to Benefit #30, BounceBack, under Trip Cancellation & Interruption Insurance.
5. Expenses for which no charge would normally be made in the absence of insurance.
6. Any *act of war*.
7. Any loss resulting from a specific or related medical condition which *you* contracted in a country during *your trip* when, before *your effective date*, a written formal or official warning was issued by Foreign Affairs, Trade and Development Canada, advising Canadian residents not to travel to that country, region or city.
8. Despite any provision to the contrary within this *policy* or any amendment thereto, this *policy* does not cover any liability, loss, cost or expense whatsoever which is directly or indirectly caused by, resulting from, arising out of or in connection with any *acts of terrorism* perpetrated by biological, chemical, nuclear or radioactive means, regardless of any other cause contributing concurrently or in any other sequence to the liability, loss, cost or expense.

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## CONDITIONS, EXCLUSIONS AND PRE-EXISTING CONDITIONS APPLICABLE TO INDIVIDUAL PLANS

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#### EMERGENCY MEDICAL INSURANCE

##### Emergency Medical Insurance Conditions:

In addition to the General Conditions described above, Emergency Medical Insurance is subject to the following conditions:

1. In the event of a *medical emergency*, *you* must call *CAA Assistance* immediately otherwise *your* benefits under this *policy* may be limited. Phone numbers are located on the inside front cover and page 41.
2. In the event of an *injury* or *sickness*, *your* prior medical history will be reviewed as part of the claim process.
3. A new *Medical Questionnaire* is required for an extension or *Top-Up* to determine eligibility and premium. Application for an extension or *Top-Up* must be made prior to the expiry date of *your policy*.
4. If the *Insurer* pays *your* health care provider or reimburses *you* for covered expenses, it will seek reimbursement from *your GHIP* and from any other medical reimbursement plan under which *you* may have coverage. *You* may not claim or receive in total more than 100% of *your* total covered expenses.
5. *CAA Assistance* must approve in advance any surgery or invasive procedure (including, but not limited to, cardiac catheterization), prior to the *Insured* undergoing such procedure. 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.

6. During a *medical emergency* (whether prior to admission or during a covered *hospitalization*), the *Insurer* reserves the right to:
  - a. transfer *you* to one of *our* preferred health care providers; and/or
  - b. return *you* to *your* Canadian province or territory of residence, for the *medical treatment* of *your* sickness or injury. If *you* choose to decline the transfer or return when declared medically able by the Medical Director of CAA Assistance, the *Insurer* will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return.
7. 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*.
8. Once *you* are deemed medically able to return to *your* Canadian province or territory of residence (with or without a medical escort) either in the opinion of the Medical Director of CAA Assistance or by virtue of discharge from *hospital*, *your* *medical emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *medical emergency* will no longer be eligible for coverage under this *policy*.
9. Any benefits payable for *acts of terrorism* are excess to all other recovery sources including, but not limited to, alternative or replacement travel options offered by airlines, tour operators, cruise lines and other *travel suppliers* and other insurance coverage (even when such coverage is described as excess) and are payable only after *you* have exhausted all such other recovery sources.

Any benefits payable are subject to an overall aggregate maximum limit relating to all in-force travel policies issued by *us*, including this *policy*.

Coverage is available for up to two *acts of terrorism* within a calendar year and the maximum payable for each *act of terrorism* is \$8 million.

If total claims resulting from one or more *acts of terrorism* exceed the applicable aggregate maximum limit stated above, then each *Insured* is entitled to his/her pro rata share of such aggregate maximum limit. If, in *our* judgment, the total of all payable claims under one or more *acts of terrorism* may exceed the applicable aggregate maximum limit, *your* prorated claim will be paid after the end of the calendar year in which *you* qualify for benefits.

#### **Emergency Medical Insurance Exclusions:**

In addition to the General Exclusions described above, no coverage shall be provided under Emergency Medical 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:

#### **1. PRE-EXISTING MEDICAL CONDITION EXCLUSIONS**

##### **CANADA PLAN**

No pre-existing medical condition exclusion applies to Canada Plan.

##### **SINGLE TRIP PLAN, MULTI-TRIP ANNUAL PLAN, MULTI-TRIP VACATION PACKAGE PLAN AND TOP-UP(S)**

##### **UNDER AGE 60**

Any *sickness*, *injury* or medical condition that is **not stable in the three months prior to each *departure date***.

A lung condition if, **during the three months prior to each *departure date***, *you* required treatment with Prednisone.

##### **AGE 60 to 69**

Any *sickness*, *injury* or medical condition that is **not stable in the three months prior to each *departure date***.

##### **Age 70 and Over**

Any *sickness*, *injury* or medical condition that is **not stable in the six months prior to each *departure date***.

##### **SINGLE TRIP VACATION PACKAGE PLAN**

##### **Under Age 60**

Any *sickness*, *injury* or medical condition that is **not stable in the three months prior to each *departure date***.

A lung condition if, **during the three months prior to each *departure date***, *you* required treatment with Prednisone.

##### **Age 60 to 84**

Any *sickness*, *injury* or medical condition that is **not stable in the six months prior to each *departure date***.

A lung condition if, **during the six months prior to each *departure date***, *you* required treatment with Prednisone.

A heart condition if *you* had heart bypass or valve surgery **more than eight years prior to the *departure date***. This applies prior to each *departure date*.

A heart condition if, **during the six months prior to each *departure date***:

- you were prescribed or taking **THREE OR MORE** medications for *your* heart (other than aspirin/entrophen and cholesterol medication);
  - you were diagnosed or treated for **ALL THREE** of the following: any heart condition, diabetes (treated with oral medication or insulin) and high blood pressure;
  - you were prescribed or taking medication for **HEART FAILURE** (causing water on *your* lungs or swelling in *your* legs).
2. Any *hospital/medical* expenses exceeding a maximum of \$25,000 if at time of claim:
    - a) *your GHIP* coverage has lapsed; and/or
    - b) you did not have *GHIP* authorization to cover *your trip days* exceeding the *days GHIP* covers outside *your* province or territory of residence.
  3. For **Insured child(ren)** under two years of age: Any *sickness* or medical condition related to a birth defect.
  4. Alcohol related *sickness*, death or *injury* or the abuse of medication, drugs, alcohol or any other toxic substance. Alcohol abuse includes having a blood alcohol level in excess of 80 milligrams of alcohol per 100 milliliters of blood.
  5. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless same results in *hospitalization* and this fact is substantiated by *hospital* records.
  6. Expenses incurred as a result of asymptomatic or symptomatic HIV infection, Acquired Immune Deficiency Syndrome (AIDS), AIDS related conditions (ARC) or the presence of HIV, including any associated diagnostic tests or charges.
  7. A *sickness*, *injury* or related condition during a *trip* undertaken:
    - a. with the knowledge that you will require or seek treatment or surgery for that *sickness*, *injury* or related condition; or
    - b. for the purpose of obtaining treatment or surgery.
  8. A *sickness*, *injury* or related condition for which:
    - a. future investigation or treatment (except routine monitoring) is planned before *your trip*; or
    - b. it was reasonable to expect treatment or *hospitalization* during *your trip*.
  9.
    - a. *Your* routine prenatal care or childbirth at any time during *your trip*;
    - b. Any costs for *your child(ren)* born during *your trip*;
    - c. Complications, conditions or symptoms of pregnancy during the nine weeks prior to or after and including the expected delivery date.
  10. Death or *injury* sustained:
    - a. While performing as a pilot or crew member of, or travelling as a passenger on, any aircraft: flying machines or flying devices that are supported chiefly by their buoyancy in air, which include, but are not limited to, any airplane, balloon, kite balloon, airship, glider, hang glider, paraglider, parasail, parachute, kite and wingsuit. Travelling as a passenger on a *common carrier* is not subject to this exclusion;
    - b. while participating in any maneuvers or training exercises of the armed forces; or
    - c. during *your professional* participation in any sport; or
    - d. during *your* participation in any motorized or mechanically assisted *speed contests*.
  11. Treatment, surgery, medication, services or supplies that are not *medically necessary*, or that you elect to have provided outside *your* Canadian province or territory of residence when medical evidence indicates that you could return to *your* Canadian province or territory of residence to receive such treatment. The delay to receive treatment in *your* Canadian province or territory of residence has no bearing on the application of this exclusion.
  12. For *policy extensions and Top-Ups*: *sickness* or *injury* which first appeared, was diagnosed or received *medical treatment* after the *departure date* and prior to the *effective date* of the insurance extension or *Top-Up*.
  13. The replacement cost 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. *CAA Assistance* will assist you with replacement (see Benefit #19).
  14.
    - a. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by *CAA Assistance* prior to being performed, except in extreme circumstances where such surgery is performed as a *medical emergency* immediately upon admission to *hospital*; and/or
    - b. Magnetic resonance imaging (MRIs), computerized axial tomography
    - c. (CAT) scans, sonograms, ultrasounds or biopsies unless approved in advance by *CAA Assistance*.
  15. Services in connection with alternative *medical treatments* or general health examinations, regular care of a chronic condition, the continuing care and/or *medical treatment* of an acute *sickness* or *injury* after the initial *medical emergency* has ended (as determined by the Medical Director of *CAA Assistance*) or a medical consultation where the *physician* observes no *change* in a previously noted condition, symptom or problem.
  16. Medical care or surgery that is cosmetic in nature.
  17. Cataract surgery or services provided by a naturopath or an optometrist or in a convalescent home, nursing home, rehabilitation centre or health spa, excluding Benefit #10.
  18. Air ambulance services unless approved in advance and arranged by *CAA Assistance*.
  19. Upgrading charges or cancellation penalties for airline tickets, unless approved in advance by *CAA Assistance*.

20. Damage to or loss of sunglasses (non-prescription), contact lenses, or prosthetic teeth or limbs, and resulting prescription thereof.
21. Emergency Medical Insurance benefits in *your* Canadian province or territory of residence except for Benefits #9 and #10.
22. Any loss resulting from an *act of terrorism* when, before *your effective date*, a written formal or official warning was issued by Foreign Affairs, Trade and Development Canada, advising Canadian residents not to travel to that country, region or city.

## **VISITORS TO CANADA INSURANCE**

### **Visitors to Canada Insurance Conditions**

In addition to the General Conditions described above, Visitors to Canada Insurance is subject to the following conditions:

1. In the event of a *medical emergency*, you must call *CAA Assistance* immediately or *your* benefits under this *policy* may be limited. Phone numbers are located on the inside front cover and page 41.
2. A temporary visit to another country is permitted (excluding *your* country of permanent residence) as part of *your trip* however, this temporary visit must not exceed 49% of the *trip's* total duration.
3. It is a condition precedent to receiving payment under this *policy* that, at the time of application, you know of no reason that may require you to seek medical attention.
4. During a *medical emergency* (whether prior to admission or during a covered *hospitalization*), the *Insurer* reserves the right to:
  - a. transfer you to one of our preferred health care providers; and/or
  - b. return you to *your* country of permanent residence, (if you are a Canadian resident without *GHIP*, *your* country of permanent residence will be deemed as Canada)

for the *medical treatment* of *your sickness* or *injury* without danger to *your* life or health. If you choose to decline the transfer or return when declared medically able by the Medical Director of *CAA Assistance*, the *Insurer* will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return.

5. Once you are deemed medically able to return to *your* country of permanent residence (with or without a medical escort) either in the opinion of the Medical Director of *CAA Assistance* or by virtue of discharge from *hospital*, *your medical emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *medical emergency* will no longer be eligible for coverage under this *policy*.
6. 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*.
7. *CAA Assistance* must approve in advance any surgery or invasive procedure (including, but not limited to, cardiac catheterization), prior to the *Insured* undergoing such procedure. 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.

### **Visitors to Canada Insurance Exclusions**

In addition to the General Exclusions described above, 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:

#### **1. PRE-EXISTING MEDICAL CONDITION EXCLUSIONS**

##### **UNDER AGE 60**

Any *sickness* or *injury* for which you experienced symptoms, were diagnosed, were *treated*, required *hospitalization* or for which you were prescribed or took medication **during the three months prior to the effective date.**

##### **AGE 60 TO 85**

Any *sickness* or *injury* for which you experienced symptoms, were diagnosed, were *treated*, required *hospitalization* or for which you were prescribed or you took medication **during the 12 months prior to the effective date.**

2. Any *sickness* or onset of new symptoms that occur during the first 48 hours following the *effective date* if you purchase this *policy* after *your* arrival in Canada.
3. **For Insured child(ren) under two years of age:** Any *sickness* or medical condition related to a birth defect.
4. Alcohol related *sickness*, death or *injury* or the abuse of medication, drugs, alcohol or any other toxic substance. Alcohol abuse includes having a blood alcohol level in excess of 80 milligrams of alcohol per 100 milliliters of blood.
5. A disorder, disease, condition or symptom that is emotional, mental or psychological in nature unless same results in *hospitalization* and this fact is substantiated by *hospital* records.

6. Expenses incurred as a result of asymptomatic or symptomatic HIV infection, Acquired Immune Deficiency Syndrome (AIDS), AIDS related conditions (ARC) or the presence of HIV, including any associated diagnostic tests or charges.
7. A *sickness, injury* or related condition during a *trip* undertaken:
  - a. with the knowledge that *you* will require or seek treatment or surgery for that *sickness, injury* or related condition; or
  - b. for the purpose of obtaining treatment or surgery.
8. A *sickness, injury* or related condition for which:
  - a. future investigation or treatment (except routine monitoring) is planned before *your trip*; or
  - b. it was reasonable to expect treatment or *hospitalization* during *your trip*.
9.
  - a. *Your* routine prenatal care or childbirth at any time during *your trip*;
  - b. Any costs for *your* child(ren) born during *your trip*;
  - c. Complications, conditions or symptoms of pregnancy during the nine weeks prior to or after and including the expected delivery date.
10. Death or *injury* sustained:
  - a. While performing as a pilot or crew member of, or travelling as a passenger on, any aircraft: flying machines or flying devices that are supported chiefly by their buoyancy in air, which include, but are not limited to, any airplane, balloon, kite balloon, airship, glider, hang glider, paraglider, parasail, parachute, kite and wingsuit. Travelling as a passenger on a *common carrier* is not subject to this exclusion;
  - b. while participating in any maneuvers or training exercises of the armed forces; or
  - c. during *your professional* participation in any sport; or
  - d. during *your* participation in any motorized or mechanically assisted *speed contests*.
11. Treatment, surgery, medication, services or supplies that are not *medically necessary*, or that *you* elect to have provided outside *your* country of permanent residence when medical evidence indicates that *you* could return to *your* country of permanent residence to receive such treatment. The delay to receive treatment in *your* country of permanent residence has no bearing on the application of this exclusion.
12. For policy extensions: *Sickness* or *injury* which first appeared, was diagnosed or received *medical treatment* after the *departure date* 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.
13. 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.
14.
  - a. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by *CAA Assistance* prior to being performed, except in extreme circumstances where such surgery is performed as a *medical emergency* immediately upon admission to *hospital*; and/or
  - b. Magnetic resonance imaging (MRIs), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved in advance by *CAA Assistance*.
15. Services in connection with alternative *medical treatments* or general health examinations, regular care of a chronic condition, the continuing care and/or *medical treatment* of an acute *sickness* or *injury* after the initial *medical emergency* has ended (as determined by the Medical Director of *CAA Assistance*) or a medical consultation where the *physician* observes no *change* in a previously noted condition, symptom or problem.
16. Medical care or surgery that is cosmetic in nature.
17. Cataract surgery or services provided by a naturopath or an optometrist or in a convalescent home, nursing home, rehabilitation centre or health spa.
18. Medical repatriation unless approved in advance and arranged by *CAA Assistance*.
19. Upgrading charges or cancellation penalties for airline tickets, unless approved in advance by *CAA Assistance*.
20. Damage to or loss of hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth or limbs, and resulting prescription thereof.
21. Medical services in *your* country of permanent residence.
22. *Any act of terrorism*.

## **PACKAGE PLANS**

### **Package Plan Conditions**

In addition to the General Conditions described above, Single Trip and Multi-Trip Annual Vacation Package and Non-Medical Vacation Package Plans are subject to the following condition:

1. Vacation Package - Single Trip and Multi-Trip Annual, *Top-Up* to Multi-Trip Annual Vacation Package and Non-Medical Vacation Package are subject to the terms, insured risks, benefits, conditions, exclusions, limitations and definitions specified in the *policy* for each of the insurance coverage's listed in the Package Plan chart in the policy, in addition to the General Terms of Agreement and the Statutory Conditions.

### **Package Plan Exclusions**

In addition to the General Exclusions described above, Package Plans are subject to the exclusions described within each applicable insurance coverage.

### **TRIP CANCELLATION & INTERRUPTION INSURANCE**

#### **Trip Cancellation & Interruption Insurance Conditions**

In addition to the General Conditions described above, Trip Cancellation & Trip Interruption Insurance is subject to the following conditions:

1. *You* must not know (nor be aware of) any reason, circumstance, event, activity or medical condition affecting *you*, an *immediate family member*, a *travel companion* or an *immediate family member* of a *travel companion* which may eventually prevent *you* from starting and/or completing *your* covered *trip* as booked at the time of purchase of this insurance.
2. If *sickness* or *injury* delays *your* return more than 10 *days* beyond the *return date*, the benefit for the extra cost of a one-way ticket home will only be paid upon submission of proof that *you* were admitted and confined to a *hospital* for at least 72 hours within the 10 *day* period.
3. If a disaster or event independent of any intentional act or negligence renders *your* commercial accommodation uninhabitable, this benefit is only applicable if *your* commercial accommodation arrangements are not eligible for reimbursement by the *travel supplier*.
4. The *physician* recommending cancellation, interruption or delay of the *trip* must be actively and personally attending to *your* care.
5. Benefits in the event of *default* are payable provided that:
  - a. *you* have contracted with a *travel supplier* who *defaults*;
  - b. as a result of the *default*, *you* do not receive part or all of the *travel services* for which *you* have contracted; and *you* cannot recover all of the cost of such undelivered *travel services* either from the *travel supplier*, any federal, provincial or other compensation fund, or from any other source that is legally responsible or under contract to reimburse *you* for the cost of such undelivered *travel services*.

Any benefits payable are subject to an overall aggregate maximum limit relating to all in-force travel policies issued by us, including this *policy*, as follows:

- \$1 million maximum with respect to the *default* of any one *travel supplier* occurring in a calendar year;
- \$3 million maximum with respect to *defaults* of all *travel suppliers* occurring in a calendar year.

If total claims resulting from the *default* of one or more *travel suppliers* exceed, in *our* judgment, the applicable aggregate maximum limit, then each *Insured* is entitled to his/her pro rata share of such aggregate maximum limit.

6. Any benefits payable for *acts of terrorism* are excess to all other recovery sources including, but not limited to, alternative or replacement travel options offered by airlines, tour operators, cruise lines and other *travel suppliers* and other insurance coverage (even when such coverage is described as excess) and are payable only after *you* have exhausted all such other recovery sources.

Any benefits payable are subject to an overall aggregate maximum limit relating to all in-force travel policies issued by us, including this *policy*. Coverage is available for up to two *acts of terrorism* within a calendar year and the maximum payable for each *act of terrorism* is \$2.5 million.

If total claims resulting from one or more *acts of terrorism* exceed the applicable aggregate maximum limit stated above, then each *Insured* is entitled to his/her pro rata share of such aggregate maximum limit.

If, in *our* judgment, the total of all payable claims under one or more *acts of terrorism* may exceed the applicable aggregate maximum limit, *your* prorated claim will be paid after the end of the calendar year in which *you* qualify for benefits.

#### **Trip Cancellation & Interruption Insurance Exclusions**

In addition to the General Exclusions described above, no coverage shall be provided under Trip Cancellation & Interruption Insurance and no payment shall be made for claims resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following:

1. A *trip* undertaken for the purpose of visiting a sick or injured person when the *trip* is cancelled, interrupted or delayed due to such person's medical condition or death.

2. Alcohol related *sickness*, death or *injury* or the abuse of medication, drugs, alcohol or any other toxic substance. Alcohol abuse includes having a blood alcohol level in excess of 80 milligrams of alcohol per 100 milliliters of blood.
3. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless same results in *hospitalization* and this fact is substantiated by *hospital* records.
4. Expenses incurred as a result of asymptomatic or symptomatic HIV infection, Acquired Immune Deficiency Syndrome (AIDS), AIDS related conditions (ARC) or the presence of HIV, including any associated diagnostic tests or charges.
5. A *sickness*, *injury* or related condition during a *trip* undertaken:
  - a. with the knowledge that *you* will require or seek treatment or surgery for that *sickness*, *injury* or related condition; or
  - b. for the purpose of obtaining treatment or surgery.
6. A *sickness*, *injury* or related condition for which:
  - a. future investigation or treatment (except routine monitoring) is planned before *your trip*; or
  - b. it was reasonable to expect treatment or *hospitalization* during *your trip*.
7.
  - a. a pregnancy diagnosed after *your departure date* unless *your attending physician* advises you that you cannot travel during the *trip*;
  - b. routine prenatal care or childbirth at any time during *your trip*;
  - c. any costs for *your child(ren)* born during *your trip*; or
  - d. complications, conditions or symptoms of pregnancy during the nine weeks prior to or after and including the expected delivery date.
8. Failure or neglect to obtain required vaccinations or inoculations, excluding Insured Risk #7.
9. Non-presentation of required travel documents, (for example, visa, passport, inoculation/vaccination reports), excluding Insured Risks #7, #10 and #17.
10. A return earlier or later than the *return date* unless recommended by the attending *physician*.
11. Payment for repatriation when the original ticket may be used. Original tickets will become the property of CAA Travel Insurance in the event of a repatriation.
12. Reimbursement of the cost of the original ticket is not covered when refunding unused prepaid *travel arrangements* and/or when reimbursing the extra cost of a one-way economy airfare back to the departure point.
13. In the event of *default*, any loss or expense, incurred by *you*:
  - a. which is recovered or recoverable from any other source, including any federal, provincial or other compensation fund, or from any other source that is legally responsible or under contract to reimburse *you*;
  - b. if at the time of booking, the *travel supplier* is bankrupt, insolvent or in receivership or has sought protection from creditors under any bankruptcy, insolvency or similar legislation;
  - c. arising as a consequence of the bankruptcy or insolvency of a retail travel agent, agency or broker;
  - d. arising as a result of the *default* of a foreign *travel supplier* if the *travel services* to be provided by such foreign *travel supplier* are not part of a package travel arrangement;
  - e. if *you* have not purchased Orion Trip Cancellation & Interruption Insurance in connection with *your travel arrangements*; and
  - f. for *travel services* that were actually provided.
14. Expenses relating to death or *injury* sustained:
  - a. While performing as a pilot or crew member of, or travelling as a passenger on, any aircraft: flying machines or flying devices that are supported chiefly by their buoyancy in air, which include, but are not limited to, any airplane, balloon, kite balloon, airship, glider, hang glider, paraglider, parasail, parachute, kite and wingsuit. Travelling as a passenger on a common carrier is not subject to this exclusion;
  - b. while participating in any maneuvers or training exercises of the armed forces; or
  - c. during *your professional* participation in any sport; or
  - d. during *your* participation in any motorized or mechanically assisted *speed contests*.
15. Any loss resulting from an *act of terrorism* when, before *your effective date*, a written formal or official warning was issued by Foreign Affairs, Trade and Development Canada, advising Canadian residents not to travel to that country, region or city.
16. Any nonrefundable pre-paid *travel services* when the *trip* was paid for through a points or rewards program.

## **TRAVEL ACCIDENT INSURANCE**

### **Travel Accident Insurance Conditions**

In addition to the General Conditions described above, Travel Accident Insurance is subject to the following conditions:

1. If other accidental death, dismemberment or loss of sight policies which we have previously issued to *you* is concurrently in-force with this *policy*, making the aggregate indemnity in excess of \$100,000, the present insurance shall be void and all premiums shall be returned to the *Insured* or to his or her estate. If *you* are entitled to similar benefits through any other insurance plan, the benefits payable under this *policy* will be prorated.
2. Death or dismemberment must occur within 100 *days* from the date of the accident in order for benefits to be payable.
3. Should more than one loss be sustained from an insured risk as the direct result of a single accident, only the largest of the benefits is payable.
4. The benefit for dismemberment of two limbs is payable only if such dismemberment results directly from a single accident.
5. The total benefits payable for one or more accidents occurring during the same trip shall not exceed the *Sum Insured*.

#### **Travel Accident Insurance Exclusions**

In addition to the General Exclusions described above, no coverage shall be provided under Travel Accident Insurance and no payment shall be made for claims resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following:

1. Alcohol related *sickness*, death or *injury* or the abuse of medication, drugs, alcohol or any other toxic substance. Alcohol abuse includes having a blood alcohol level in excess of 80 milligrams of alcohol per 100 milliliters of blood.
2. Commission or attempted commission of a criminal, criminal-like or illegal act by *you*, an *immediate family member*, a *travel companion* or *your* beneficiary.
3. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature.
4.
  - a. *Your* routine prenatal care or childbirth at any time during *your trip*;
  - b. Any costs for *your* child(ren) born during *your trip*;
  - c. Complications, conditions or symptoms of pregnancy during the nine weeks prior to or after and including the expected delivery date.
5. Death or *injury* sustained:
  - a. While performing as a pilot or crew member of, or travelling as a passenger on, any aircraft: flying machines or flying devices that are supported chiefly by their buoyancy in air, which include, but are not limited to, any airplane, balloon, kite balloon, airship, glider, hang glider, paraglider, parasail, parachute, kite and wingsuit. Travelling as a passenger on a *common carrier* is not subject to this exclusion),
  - b. while participating in any maneuvers or training exercises of the armed forces;
  - c. during *your professional* participation in any sport; or
  - d. during *your* participation in any motorized or mechanically assisted *speed contests*; or
  - e. while making a parachute jump for any purpose other than to save *your* life.
6. *Any act of terrorism*.

#### **BAGGAGE INSURANCE**

##### **Baggage Insurance Conditions**

In addition to the General Conditions described above, Baggage Insurance is subject to the following conditions:

1. In the event of loss due to theft, burglary, robbery or malicious mischief, *you* must promptly notify and obtain supporting documentary evidence from the police, or if the police are unavailable, the hotel manager, tour guide or transportation authority immediately upon discovery. Failure to report the loss as stated above shall invalidate any claim under this insurance for such loss.
2. *You* must notify *CAA Assistance* of a loss within 24 hours of the loss occurrence.
3. In the event of loss *you* must take all precautions to protect, save or recover the property immediately.
4. The *Insurer* reserves the right to repair or replace damaged or lost property with other property of like quality and value and shall not be liable beyond the actual cash value of such property at the time of loss or damage.  
The maximum *Sum Insured* per *Insured* shall in no event exceed \$1,000 in the aggregate of all coverage's in this and other Baggage Insurance policies issued by the *Insurer*, regardless of actual loss or damage.
5. In the event of loss of an article which is part of a pair or set, the measure of loss shall be at a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of such article and with the understanding that such loss shall not be construed to mean total loss of the pair or set.
6. When, after a reasonable period of time, lost property is not found, any claim therefore will be adjusted and paid.

**Baggage Insurance Exclusions**

In addition to the General Exclusions described above, no coverage shall be provided under Baggage Insurance and no payment shall be made for claims resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following:

1. Damage to or loss of hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth or limbs, and resulting prescription thereof.
2. Normal wear and tear, gradual deterioration, vermin, defect or mechanical breakdown.
3. Animals, perishables, bicycles except while checked as baggage with a *common carrier*, household effects and furnishings, money, tickets, securities and documents (unless stated otherwise in this *policy*), *professional* or occupational items, antiques and collector items, breakage of brittle or fragile articles, property illegally acquired, kept, stored or transported.
4. Damage to or loss of covered items sustained due to any process or while being worked upon; radiation; or confiscation by any government authority.  
Unaccompanied baggage or personal effects; baggage or personal effects left unattended or in an unlocked vehicle; or baggage or personal effects shipped under a freight contract.
5. Any *act of terrorism*.