True Senior Guard

INDIVIDUAL TRAVEL POLICY

Underwritten by: LS-Travel Insurance Company (the Company / the Insurer)
Claims Assistance by: LS-Travel Assistance. ("LS")
Policy Managed by: AwayCare Inc.™

PLEASE READ THIS DOCUMENT CAREFULLY!

This Individual Travel Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by LS Travel Insurance Company Corporation, herein referred to as the Company and also referred to as We, Us and Our.

This policy is a legal contract between You and the Company. It is important that You read Your policy carefully. Please refer to the accompanying confirmation of benefits, which provides You with specific information about the program policy You purchased. You should contact Your Agent immediately if You believe that the confirmation of benefits is incorrect. In the event of a conflict between the terms of this policy and the confirmation of benefits, the terms of the confirmation of benefits will take precedence.

IMPORTANT – failure to call claims assistance "LS" prior to seeking medical attention may limit your coverage to 70%. In the case of an emergency it is Reasonable to expect that contact to LS will be done at the earliest, safe time by the insured or any individual on behalf of the insured.

NOTICE OF RIGHT TO EXAMINE THE POLICY FOR THE MEDICAL EMERGENCY PROTECTION:

The Insured Person(s) have ten (10) days, from the day You receive the policy, to inspect it and verify the accuracy of Your declaration and application. This policy contains limitations and exclusions. Please read it carefully and contact Your representative if needed before leaving. A refund would be provided if no travel has taken place.

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 payable.

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SECTION I. IMPORTANT NOTIFICATION

Please ensure that You read and understand this policy carefully before You travel.

This policy offers coverage for Reasonable and Customary costs incurred by You in case of an unexpected Accident or Sickness while You are travelling outside Your Province/ Territory for the benefits set out in this policy wording.

A. Plans Accessible:
   i. Eligibility
      - To be eligible for this product You, at the Departure Date, cannot:
      - be traveling against the advice of a Physician;
      - Have a life expectancy of 6 months or less at the Departure Date;
      - Require assistance with any activities of daily living (eating, dressing, personal hygiene).
   ii. Single Trip / Top up
      - The Single Trip Plan option covers You for Your single Trip outside of Your Home Province/Territory. This plan can also be used as a top up to another plan. Coverage begins on the Policy Effective Date as specified by You on the confirmation of benefits and terminates on the earlier of the policy Expiry date as specified on the confirmation of benefits or the date You return to Your Home Province/Territory unless on a Trip Break outlined in Section I (F)
      - If this policy is purchased after Your Departure Date from Your Home Province/Territory and there is a gap in coverage, a Benefit Waiting Period would apply.
      - Travel within Canada - This plan applies within Canada while outside Your Home Province/Territory with no stability requirements.
   iii. Multi Trip Annual Plan
      - The policy begins on the Policy Effective Date shown on Your confirmation of benefits and is valid for a period of one year. You may travel as many times as You would like during this Policy Period up to the maximum allotted Trip days chosen illustrated on Your confirmation of benefits. Your Trip days are calculated using the Departure Date from Canada and return to Canada. The Insured Person must meet Eligibility and Stability prior to each Departure Date.
      - The Multi Trip Annual Plan must be purchased while You are in Your home province.
      - Travel within Canada but outside Your Home Province/Territory will be automatically provided, with no Stability requirements, under this Multi Trip Annual Plan.
      - If Your health changes after the Policy Effective Date indicated on Your Confirmation of Benefits, coverage for that medical condition will be subject to the limitations and exclusions of the policy. No new medical declaration is required.
   iv. Family Plan
      - Family plans are available for individuals that are 59 or under with one Spouse or common law Spouse (also 59 or under) and Dependents Child(ren).
      - “Family plan” follows the “single Trip” and “annual plan” restrictions, benefits and exclusions.

B. Automatic Extensions
   i. Your coverage will be automatically extended without any additional premium for up to 5 days, upon notifying LS, if Your scheduled Return Date to Your Home Province/Territory is delayed beyond the Expiry Date of this insurance due to the following reasons:
      - The delayed arrival or departure of a Common Carrier aboard which You are travelling causes You to miss Your scheduled Return Date to Your Home Province/Territory.
      - The vehicle in which You are travelling is involved in an accident or mechanical breakdown that prevents You from returning to Your Home Province/Territory on or before Your Expiry date of this insurance.
      - If driving, a delay due to inclement weather preventing You from returning to Your Home Province/Territory on or before your Expiry date of this insurance provided the return journey commences prior to the Expiry date of this insurance.
      - You or Your Travel Companion's return is delayed beyond the Expiry date of this insurance as a direct result of Sickness or Injury for which You or Your Travel Companion are not deemed medically Stable to return to Your Home Province/Territory in the opinion of LS.

NOTE: If You or Your Travel Companion must remain Hospitalized beyond the date coverage terminates for Your Trip for medical treatment, coverage will remain in force for as long as You or Your Traveling Companion remain confined to a Hospital, plus up to an additional 5 days after discharge from the Hospital. This benefit only applies to those insured by “the Company” and when the Hospitalized individual is insured by “the Company”. All coverage will never be extended more than 365 days from Your Departure Date of Your Trip.

C. Extensions
   i. Your coverage can be extended as long as:
      - You do not have a claim on Your file and
      - You call in prior to the Expiry date of this insurance
      - You do not exceed the maximum number of days allowed by the plan

Review by the administrator is required for all extensions. The underwriter reserves the right to deny the request for an extension at any time.

D. Early Returns/Cancellations
   i. A refund of the premium paid may be requested under the following circumstances:
      - If Your entire Trip is cancelled before Your Policy Effective Date: For a refund*, You may request a refund by notifying Your broker or sales agent in writing before Your Policy Effective Date as shown on Your confirmation of benefits, otherwise if notification is made after Your Policy Effective Date, Your refund will be calculated based on the remaining days of coverage from the date of notification. Proof of non-departure is required.
      - If, after Your Departure Date, You return to Your Home Province/Territory (or Canada on Your Multi Trip Annual Plan when associated with a corresponding top up policy) before Your scheduled Return Date: For a partial refund, You may request a refund of premium* for the remaining days of coverage, provided no claim has been reported or initiated. Your refund will be calculated based on the remaining number of days of coverage. Refunds of under $20 will not be made. Your request must be made in writing to Your broker or sales agent with satisfactory proof (e.g. receipt in home province/territory, airline boarding pass or customs/immigration stamps) of Your Return Date to Your Home Province/ Territory (or Canada on Your Multi Trip Annual Plan when associated with a corresponding top up policy), within 60 days of Your Return Date.
      - For Multi-Trip Annual Plans a refund of premium is only available by notifying Your broker or sales agent in writing before Your Policy Effective Date as shown on Your confirmation of benefits. The premium is non-refundable as of the Policy Effective Date as shown on Your confirmation of benefits.

NOTE: No refund is available after your Departure Date for any reason than one listed above. Example such as but not limited to receiving health coverages at destination would not be a reason for a partial refund.

**Administration fees may apply for the processing of any modification of premiums*

E. Deductible
   i. The full amount of the Deductible selected applies on each claim event. The Deductible will be applied in USD at the exchange date the expenses were incurred. The full Deductible amount applies to all benefits. The deductible applies to Hospitals, Emergency Rooms, Air/Land Ambulances and any internal or external Hospital clinics. The deductible does not apply to independent clinics.

F. Trip Break
   i. On a single trip or top up policy You can temporarily return to Your Home Province/Territory for a maximum of 15 days without impacting Your coverage. During your Trip Break the following conditions would apply:
      - No benefits will be provided by the policy while in Your Home Province/Territory
      - Your new departure will be considered the Departure Date in accordance to the policy. Requirements such as but not limited to meeting eligibility will be required.
      - Stability will be calculated based on Your new Departure date, any and all Exclusions/Limitations would apply

SECTION II. SCHEDULE OF BENEFITS

Maximum Benefit Amount **	Maximum Limit Single Trip $5,000,000 CAD per Trip Single Trip Family $5,000,000 CAD per family member per Trip Multi Annual Plan $5,000,000 CAD per policy period Multi Annual Plan Family $5,000,000 CAD per family member per policy period. *Note: Individual benefits outlined below are as per USD amounts*
Benefit Waiting Period	48-hour period of time following the Policy Effective Date if the policy was purchased after departure and there was a gap in coverage that any claim related to Sickness would not be covered
Accident and Sickness Emergency Medical Treatment	Included see Benefit Description
Emergency Air Transportation	Included see Benefit Description
Hospital Allowance	$50 *USD* per day up to $250 *USD* per Hospitalization (applies to medical maximum limit)
Paramedical & Other Professional Services**	$500 *USD* per type of medical specialty (applies to medical maximum limit)
Accidental Dental Service Must be incurred within Treatment must be completed	$2,500 *USD* 48 hours No later than 90 days from the Accident
Emergency Dental Must be incurred within Treatment must be completed	$400 *USD* 48 hours No later than 90 days from the first day of treatment
Return Excess Baggage**	Up to $250 *USD*
Return of Pets*	$250 *USD*
Return of Traveling, Companion, Spouse, child/grandchild, Dependent Child(ren)**	maximum of $1,500 *USD*
Childcare	Up to $500 *USD* per day to a maximum of $5,000 *USD*
Return of Deceased (Repatriation of remains) **	Included see Benefit Description
Emergency Transportation to Insured Person Bedside***	Up to a maximum of $150 *USD* per day with a maximum of $1,500 *USD*
Return of Vehicle ***	Up to $3,000 *USD* see Benefit Description
Return to your Destination*	Included see Benefit Description

**these benefits are only applicable in coordination with any Emergency Transportation or Return of Deceased benefit **Benefit is ONLY payable when pre-approved and arranged by claims assistance "LS" ***Must be pre-approved by the claims assistance "LS" as the maximum benefit payable is limited to the amount it would cost the Company and "LS" to return Your Vehicle by a commercial agency.*

SECTION III. BENEFIT DESCRIPTIONS

The following benefits are provided for each Insured, for costs deemed Usual, Reasonable and Customary and that are in excess of amounts covered under the provincial government health insurance plans, government or private automobile insurance plan, or any other insurance plan, including but not limited to credit card, group or individual or third party insurance.. This coverage is the last payor and all other sources of recovery, indemnity payment or insurance coverage must be exhausted before any payments will be made under this policy.

The overall amount of benefits payable after any other in force insurance is subject to a maximum amount as shown in the Schedule of Benefits.

Accident and Sickness Emergency Medical Treatment – We will pay Reasonable and Customary cost for the following services for expenses incurred up to the maximum Benefit Amount shown in the Schedule of Benefits as a result of an Injury or Sickness, which first occurs during your Trip. Only Covered Expenses incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

All benefits are payable to the Insured Person or estate, if the insured is deceased. The Insurer may elect to pay benefits in the currency of the country where the charges were incurred. In all cases, the exchange rate used for conversion is the exchange rate in effect at the date the expenses were incurred.

Covered Expenses means expenses incurred for the following:

i. Hospital Services
   - Hospitalization services (limited to a semi-private room). Any coverage related to Hospitalization terminates upon release from the Hospital other than what is specified under the Follow-up Visit Benefit.
   - Out-patient medical treatment provided by a Hospital.

ii. Hospital Allowance
   - We will pay a per day amount and up to a maximum amount per Hospitalization as shown in the Schedule of Benefits to cover incidental Hospital charges, such as but not limited to, TV rental, telephone charges and parking.

iii. Physician's Fees
   - Fees charged by Physicians, up to the limit deemed Reasonable and Customary for the area where the Treatment is provided.

iv. Paramedical & Other Professional Services
   - Care received from a licensed chiropractor, chiropodist, paramedical, optometrist, osteopath, physiotherapist or podiatrist, up to the maximum amount as shown in the Schedule of Benefits, when referred by a Physician and approved in advance by claims assistance "LS".

v. Ambulance Services
   - Local ground ambulance service to a medical service provider in an Emergency. Fire rescue expenses are also covered if a fire rescue team is dispatched in response to Your Emergency.

vi. Emergency Air Transportation

Benefit is <u>ONLY</u> payable when pre-approved and arranged by claims assistance "LS"

   - At the time of Hospitalization, medical air evacuation for return to Canada or medical air evacuation between medical facilities when the first medical facility is not equipped to provide the required medical Treatment; or,
   - The cost of stretcher fare or one-way economy airfare on a commercial flight via the most direct route to return to your home province/territory of residence for immediate medical treatment as a result of an Emergency providing the medical treatment is sought within 48 hours of arrival to Your Home Province/Territory and that the attending Physician providing treatment outside Your Home Province/Territory recommends it in writing; and,
   - The cost of an airline seat upgrade when Medically Necessary if the attending Physician providing treatment outside Your Home Province/Territory recommends it in writing.

vii. Diagnostic Services
   - When performed at the time of the initial Emergency. The costs for laboratory tests and X-rays required for the Treatment of an Emergency and when prescribed by the attending Physician.

viii. Prescription Drugs

ix. Prescription drugs that can only be obtained upon medical prescription, which are prescribed by a Physician and that are supplied by a licensed pharmacist when required as a result of an Emergency. Limited to a 30-day supply per prescription following the later date of the Emergency or release from the Hospital. Essential Medical Appliances.

- The lesser amount to rent or purchase essential medical appliances, including but not limited to splints, casts, crutches, canes, slings, trusses, orthopaedic corsets or for the rental of walkers or wheel chairs. *The Insured Person holds the right to purchase the appliance with the understanding that the Company may only pay a portion should the rental option be a lesser amount.*

x. Private Duty Nursing
- Private duty nursing services performed by a registered nurse (R.N.) other than an Immediate Family Member, when ordered in writing by the attending Physician.

xi. Follow up Visit
- Follow up visits must be pre-approved by claims assistance "LS" and will only be authorized if Medically Necessary to the initial Emergency.

xii. Dental Services
- The services of a licensed dentist or dental surgeon for Emergency dental treatment, including the cost of prescription drugs and x-rays, as follows:
  - We will pay up to a maximum as shown in the Schedule of Benefits for dental expenses You incur while on Your Trip, for an Accidental blow to the face requiring the repair or replacement of sound natural teeth or permanently attached artificial teeth, including crowns, bridges and dental implants. All Treatments must be initiated within 48 hours from the time the Emergency began and completed no later than 90 days after the treatment began and prior to Your Return Date to Your Home Province/Territory. This benefit does not cover dental treatment for veneers, caps or dentures.
  - We will pay up to a maximum amount as shown in the Schedule of Benefits of $400 *USD* for dental expenses You incur while on Your Trip for any dental Emergencies other than pain caused by an Accidental blow to the face. All treatment must be initiated within 48 hours from the time the Emergency began and completed no later than 90 days after the treatment began and prior to Your Return Date to Your Home Province/Territory.

xiii. Return of Excess Baggage

NOTE: Benefit is <u>ONLY</u> payable when pre-approved by claims assistance "LS"

- The Company will pay up to the maximum amount as shown in the Schedule of Benefits for excess baggage that could not be accommodated on the Emergency aircraft. This benefit is only applicable in coordination with the "Emergency Air Transportation" benefit.

xiv. Return of Pets
- The Company will pay up to the maximum amount as shown in the Schedule of Benefits for the cost to return Your Pet(s), who are travelling with You, to Your Home Province/Territory. This benefit is only applicable in coordination with the Emergency Air Transportation or the "Return of Deceased" benefit.

xv. Return of Travelling Companion, Spouse, Dependent Child/grandchild.
- The Company will reimburse a one-way economy airfare for one Travelling Companion, Spouse, and Dependent Child/grandchild to return back to Your Home Province/Territory including the cost of a qualified chaperone when necessary. This benefit is only applicable in coordination with the Emergency Air Transportation or the Return of Deceased benefit.
- If You are resuming Your Trip under the Return to Your Destination benefit, the Company will also pay for the cost of a one-way economy airfare by the most direct route for the same Travelling Companion, Spouse, Dependent Child/grandchild to return to the place where the Emergency air transportation commenced or to continue the Trip with You as originally scheduled.
- This benefit can only be offered once during the same Trip and will not apply after Your original expected Return Date.

xvi. Childcare
- The Company will pay up to the maximum amount as shown in the Schedule of Benefits and is limited for the Insured Person (s) Dependent when the Insured Person is confined to a Hospital.

xvii. Return to Your Destination

NOTE: Benefit is ONLY payable when pre-approved by claims assistance "LS"

- The Company will pay the cost of a one-way economy airfare by the most direct route to return You to the place where the Emergency air transportation commenced or to continue Your Trip as originally booked. Your policy will not terminate; however, You will not be covered for any expenses incurred in Your Home Province/Territory. There is also no refund for the number of days you spend in Your Home Province/Territory. This benefit is only applicable in coordination with the Emergency Air Transportation benefit.

- Once You are returned to Your Trip destination, a Recurrence of the same medical condition which necessitated the Emergency air transportation, or the occurrence of a related condition will not be covered under this policy.
- This benefit can only be offered once during the same Trip, and will not apply after Your original expected Return Date.

xviii. Return of Deceased

- In the event of Your death during a Trip covered under the policy benefits, the Company will pay:
  - The preparation and return of Your body, including the cost of a standard shipping container (excluding the cost of a burial coffin) to Your Home province/Territory; or,
  - Up to a maximum of $5,000 *USD* for burial at the place of death (excluding the cost of funeral and related expenses or a burial coffin), in the event Your body is not returned to Your Home Province/Territory; or,
  - Up to a maximum of $5,000 *USD* for cremation at the place of death (excluding the cost of funeral and related expenses or an urn) and the standard shipping cost to return Your ashes to Your Home Province/Territory; and
  - Transportation costs of one Immediate Family member to go to the place of Your death to identify your body when it is necessary to be identified prior to the release of Your body and up to a limit of $150 *USD* per day to a maximum of $1,500 *USD* for meals and commercial accommodation. The Immediate Family Member identifying your body will also be covered as an Insured Person under this Policy for the period of time required to identify Your body. Coverage for the Immediate Family Member is subject to the terms and conditions of the policy and standard Stable provisions.

xix. Emergency Transportation to Insured Person's Bedside

NOTE: Benefit is <u>ONLY</u> payable when pre-approved by claims assistance "LS"

- If the attending Physician warrants that it is required. One round Trip economy airfare or ground transportation cost and up to a maximum amount as shown in the Schedule of Benefits for reasonable and necessary commercial accommodation, meals, telephone calls, internet charges, taxi or bus fare for a family member or friend of the Insured Person

xx. Return of Vehicle

- The attending Physician determines that as a result of the Emergency, You are incapable of continuing Your Trip by means of the Vehicle used to travel to and from Your destination and Your Travelling Companion is unable to do so for You, the Company will pay either:
  - Up to a maximum of $3,000 *USD* for the charges incurred for a commercial agency to return a Vehicle that You own or rent to either Your Home Province/Territory or the nearest appropriate Vehicle rental agency; or,
  - Up to a maximum of $3,000 *USD* ** for a one-way economy airfare to the destination where the Vehicle is located; and gas, meals and accommodation for an Immediate Family Member or friend to return a vehicle that You own or rent to Your Home Province/Territory.

*****Recommended to arrange this with the claims assistance "LS" as the maximum benefit payable is limited to the amount it would cost the Company and "LS" to return Your Vehicle by a commercial agency.***

SECTION IV. DEFINITIONS

Accident – a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily injury.

LS – the authorized travel assistance and claims company LS- Travel Assistance

Date/time of application: the date the original premium is paid. It is assumed that this reflects the same day that the declaration is made and confirmed to be complete and accurate.

Deductible – the amount in US currency for which the insured is liable on per claim before the Company will make payment on the remaining covered amount. The deductible applies to Hospitals, Emergency Rooms, Air/Land Ambulances and any internal or external Hospital clinics. The deductible does not apply to independent clinics.

Departure Date – the date in which the insured departs his/her own province/territory of residence or Canada.

Dependent Child(ren)/grandchildren – all unmarried children residing in your household up to the age of 18, or up to the age of 28 if enrolled full-time at an educational institution. Dependent child also includes any individual at any age that has a mental or physical disability diagnosed.

Emergency – an unexpected and sudden event or occurrence resulting from an Accident or Sickness that requires immediate medical Treatment. An Emergency no longer exists when the evidence based on the opinion of the Emergency Assistance indicates that no further Treatment is required at destination or You are able to return to Your province of residence for further Treatment.

Expiry Date – for each Trip**,** the first to occur of:

- The date you return to Your Home Province/Territory.
- The date You leave Your Home Province/territory on a Trip plus the number of days that is Your selected Trip duration, including Your Departure Date

Unless there has been an Automatic Extension of Coverage in which case the Expiry is the first to occur:

- The date You return to You Home Province/Territory
- The end of any extension of coverage determined in accordance with the Automatic Extension of Section of this policy.

Follow-up Visit: consultation with a Physician during which the Pre-Existing Medical Condition is evaluated, to determine the efficiency of the prescribed Treatment, and confirm if the Treatment can be continued without further modification or investigation.

Government Health Insurance Plan (GHIP) – the health insurance coverage that a Canadian provincial or territorial government provides to its residents.

Hospital – (a) a place which is licensed or recognized as a general hospital by the proper authority of the province or state in which it is located: (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X- ray facility: (c) a place recognized as a general Hospital by an International Hospital Accreditation organization; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) as a rehabilitation facility or addiction Treatment center: or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

Hospitalized Or Hospitalization – Your admission in a Hospital for 24 hours or more following the recommendation from a Physician.

Immediate Family Member – consists of your mother, father, sibling, child, spouse, grandparent, grandchild, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, sibling-in-law.

Injury – bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

Insured Person – a person(s) who is booked to travel on a Trip, and for whom the required premium is paid, also referred to as You and Your.

Medical Condition – any disease, sickness or Injury (including Symptoms of undiagnosed conditions).

Medical Treatment – examination or treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted reasonable person to seek diagnosis, care or treatment.

Medically Necessary – a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

Medication – curative or preventive chemical or biological substance that changes or corrects the organic functions or course of a Medical Condition. The Medication must be prescribed by a licensed Physician and listed in Your medical records.

Minor Ailment – a condition that does not require the following:

a. Hospitalization or surgical intervention.
b. Referral to a specialist
c. Treatment for a period greater than 32 days
d. More than one follow-up visit
e. Treatment ending at least 30 days prior to Departure Date

Pet – Dog, Cat, bird, horse or small reptiles/mammals.

Physician – a physician: (a) other than You, a Traveling Companion or a Immediate Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a Physician in the place where the services are rendered.

Policy Effective Date – the later of:

a. The Departure date of your Multi Trip Annual Plan
b. The date coverage begins as per Your confirmation of benefits.

Policy Period – The policy period is the time between the Policy Effective Date and Policy Termination date.

Policy Termination Date – the earlier of:

a. The date you return to your province or territory of residence.
b. The return date shown on your confirmation of benefits.

Pre-Existing Condition – A Mmedical or dental Ccondition for which treatment has been received or taken or symptoms have appeared prior to the Policy Effective Date and includes a medically recognized complication or Recurrence of a medical condition.

Province / Territory of Residence – Your Canadian province or territory of residence.

Quarantine – a strict isolation imposed on You to prevent the spread of a disease. This is a mandatory or suggested order given by an individual or branch representing the government or health authority.

Recurrence – the reappearance of Symptoms caused by or related to a Medical Condition which was previously diagnosed by a Physician or for which Treatment was previously received.

Reasonable and Customary Charges – expenses which:

a. are charged for treatment, supplies, or medical services Medically Necessary to treat the Insured Person's condition; and
b. do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
c. do not include charges that would not have been made if no insurance existed.

In no event will the **Reasonable and Customary** charges exceed the actual amount charged.

Return Date – The earliest date of your Termination/Expiry date on the confirmation of benefits OR the date You return to Your Home Province/Territory.

Sickness – an illness or disease of the body which:

1. requires examination and/or Treatment by a Physician and
2. commences while Your coverage is in effect.

Spouse – the person who is legally married to You, or has been living in a conjugal relationship with You for a continuous period of at least one year and who resides in the same household.

Stable -- Medical Condition (other than a Minor Ailment) for which all the following statements are true:

1. There has not been a new diagnosis, 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 Medication (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription Medication (Exceptions the routine adjustment of Coumadin, Warfarin or insulin and the change from a brand name Medication to a generic brand Medication of the same dosage); and
3. There has not been any new, more frequent or more severe Symptoms, and
4. There has not been any Hospitalization or referral to a specialist, and
5. There has not been any medical exam, investigative testing or test results showing deterioration; and
6. There has not been any Treatment recommended, planned or not yet completed, nor any outstanding test results.

All of the above conditions must be met for a Medical Condition to be considered *Stable*.

Stability period:

a. **Stability** must be met prior to the departure date of your trip. For individuals 59 years or less, it is 45 days with the option to reduce it to 7 days.
b. **Stability** must be met prior to the departure date of your trip. For individuals 60 years or older, it is 365 days with the option to reduce to 180 days, 90 days, 7 days.

In the event that a Follow-up Visit is required or recommended, the stability period calculation will begin the day following that visit.

Symptom: pain, feeling, weakness, sensitivity felt by the Insured Person

Terminal Illness – a medical condition that a Physician has given a prognosis of 6 months or less to live or that palliative care has been received.

Travel Companion – a person or persons insured with an AwayCare administered policy, underwritten by LS-Travel Insurance and whose name appears with Your name on the same travel arrangements and who, during Your Trip, will accompany You.

Treated/Treatment -- a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a Physician, including but not limited to prescribed Medication (including Medication prescribed "as needed"), investigative testing and surgery.

Trip – Your travel for which coverage under this policy has been purchased and is in effect. The Trip has a defined Departure Date and Return Date.

Vehicle – a car, recreational vehicle, motorcycle, boat or any other land or water vehicles used for the Trip. (Excluding air vehicles such as but not limited to airplanes and helicopters and commercial vehicles.)

You, Your, Yourself and Insured Person – Each person listed on the confirmation of benefits and who insured under the policy.

SECTION V. EXCLUSIONS

Benefits are not payable under this policy if losses sustained or expenses incurred are the direct or indirect result of any of the following, for:

1. If You /Your Pre- Existing conditions do not meet the required S*tability* outlined on Your confirmation of benefits
    a. Stability is calculated at the departure date of your trip. For individuals 59 years or less, it is 45 days with the option to reduce it to 7 days.
    b. Stability is calculated at the departure date of your trip. For individuals 60 years or older, it is 365 days with the option to reduce to 180 days, 90 days, 7 days.
2. If You are traveling for the purpose of seeking medical Treatment.
3. Any Medical Condition or Symptoms for which it is reasonable to believe or expect that Treatment will be received during the trip.
4. Consumption or use of illegal or controlled drugs (based on the laws at location of claim).

5. Any Medical Condition, including Symptoms of withdrawal, arising from Your chronic use of alcohol, drugs or other intoxicants. Any Medical Condition arising during Your Trip from the abuse of alcohol, drugs or other intoxicants. Alcohol abuse is defined as having a blood alcohol level in excess of eighty (80) milligrams per one hundred (100) milliliters of blood.
6. Any medical service, procedure or Treatment not authorized by the claims assistance company "LS".
7. Any elective Treatment, procedures, or surgeries.
8. Treatment received in Your Home Province/territory of residence.
9. Loss, theft, or breakage of prescription glasses, dentures, hearing aids, prosthetic devices or contact lenses.
10. Any medical Treatment, Recurrence or complications related directly or indirectly to a Sickness or Injury which was diagnosed or for which symptoms first occurred, or medical Treatment was received after the Departure Date but prior to the Policy Effective Date of this Insurance.
11. Any expenses incurred as a result of Sickness that originated or was symptomatic during the Benefit Waiting Period. This exclusion does not apply when this policy is purchased to top-up any other insurance plan.
12. Any condition that You are on a waiting list or registered for treatment or awaiting a diagnosis for in Canada.
13. Expenses incurred once the Emergency ends and in the opinion of Medical Director of the Assistance, You are able to travel to Your home province/territory of residence for any further treatment relating to the sickness or Accident that led to the Emergency (other than specified under the Follow-up Visit Benefit).
14. Any eligible medical and related expenses in excess of $25,000 if You are not covered by Government Health Insurance Plan (GHIP) at the time of Your claim.
15. Emergency Sickness or Injury incurred if You choose to travel to a destination after a formal written travel advisory and/or travel warning has been issued by Global Affairs Canada or Public Health Agency of Canada (PHAC) recommending that You avoid all or non-essential travel to that destination during Your Trip. This exclusion applies if the advisory/warning is issued before the date you leave for Your Trip and the expenses are directly or indirectly caused by the reason for the travel advisory/warning. This exclusion is nullified should the reason for your trip be directly related to an essential service/act deemed by the Destination Government or the Government of Canada.
16. Your participation in and/or voluntary exposure to acts of terrorism or war.
17. Your suicide or attempt to inflict self-injury.
18. Any injury resulted by Your commission or attempted commission of a crime or offence. This is based on the law in the location of the claim.
19. Pre-natal care, voluntary termination of pregnancy.
20. Complications related to pregnancy or delivery of child within the nine weeks immediately before the expected delivery date (including the expected delivery date) or the nine weeks after the actual delivery date (including the actual delivery date).
21. Medical Treatment following the unexpected birth for the newborn.
22. Psychological disorders, emotional or mental disorders. Acute psychosis is not excluded unless drug, alcohol or medication induced.
23. Emergency Air transportation unless pre-approved by claims Assistance Company "LS".
24. Expenses incurred as a result of failure to follow the Physician's or Emergency Assistance Medical Director advice, Treatment or recommended Treatment.
25. Any eligible expenses in excess of $200,000 when related to an epidemic or pandemic identified by the World Health Organization at the time of Departure. This exclusion is nullified in relation to COVID19 and would be covered up to policy maximum.
26. Any eligible expenses incurred as a result of Sickness while under a mandatory or suggested Quarantine upon arrival. This exclusion applies if the expenses are directly or indirectly related to the reason for Quarantine.
27. Any eligible expenses incurred due to requirements for entry or re-entry on your trip including but not limited to mandatory testing.
28. Any Treatment that could reasonably be delayed until the Insured Person returns to his/her province of residence even if the perception is that the care may be of less accessibility and quality in the province of residence.
29. If the Medical Assistance decides that You should transfer to another facility or the Emergency Assistance Medical Director determines that You can return to Your province of residence for Treatment (by the most appropriate transport option), and You (or a member of Your family) choose not to, benefits will not be paid for this Treatment and any further medical Treatment. The contract will be terminated, and the Insurer will be relieved of any further liability.
30. Any Accident or Medical Condition sustained while participating in:
    - professional or competitive sports, any race or speed contest, gliding, hang-gliding, rock climbing, mountain-climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment including but not limited to crampons, pick-axes, anchors, bolts, carabiners and lead or top-rope anchoring equipment, mountaineering, spelunking, rodeo, rafting, acrobatic skiing or snowboarding (including kitesurf), bungee jumping, parachuting or other aerial activities, or underwater activities using a breathing apparatus (except snorkeling); any activities involving the Insured not following security requirements, not obeying warning signs or being in restricted zones.

By Paying an additional premium, You can choose to remove Exclusion #30. Please refer to Your Travel Insurance Confirmation to find out if You have chosen that option.

31. Any loss resulting from an Accident or Medical Condition sustained while onboard a commercial vehicle, other than as a passenger, or sustained while onboard an aircraft other than as a fare paying passenger on a flight operated by a common carrier.
32. Any organ retrieval, donation and/or transplant and blood donation.
33. Consequential loss of any kind, including loss of enjoyment and financial loss not otherwise specifically covered under this policy.
34. Fraud or attempted fraud, concealment or misrepresentation of any material fact affecting this insurance or in connection with the making of any claim.

SECTION VI. PAYMENT OF CLAIMS

To facilitate prompt claims settlement:

For all claims, please contact the Assistance Company

Medical Expenses: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

Claim Procedures: Notice of Claim: Notice of claim must be reported within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

Claim Procedures: Claim Forms: When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Claim Procedures: Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim up to the maximum amount of Benefit shown in the Schedule of Benefits after receipt of acceptable proof of loss. Claims will be paid in appropriate currency as required and determined by LS Travel.All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment. All or a portion of all benefits provided by the policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured Person who is a minor or otherwise not able to give a valid release; or (b) an Insured Parsons's estate, We may pay any amount due under the policy to Insured Person's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Coordination and subrogation of benefits with other insurance plans:

1. This policy is designed to reimburse *Emergency* medical expenses in excess of any and all other available sources of repayment and will not substitute for any other sources of repayment or insurance that would have been in effect and would have reimbursed expenses incurred if this travel insurance was not in effect. This coverage is last payor and all other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under this policy. Examples of such insurance plans are multi-risk insurance, general liability insurance, automobile insurance (including government automobile insurance plans), any employee or retiree group insurance plan, or protection from a credit card. The *Insurer* will not exercise its right to subrogate/coordinate with policies that have a maximum lifetime benefit in/out-of- country of CAN $100,000 or less. If the maximum is over $100,000 the Company holds the right to exercise the subrogation preserving $50,000 in the benefit of the Insured

2. In the event of payment of benefits under this policy, the *Insured Person* gives the Insurer the right to exercise, by subrogation, all of his/her rights of recovery against any third party. The *Insurer* will be entitled to a full recovery for all payments made in respect

of the insured *Event*. In accepting this policy, the Insured Person agrees to produce all documents required and to do what is necessary within his/ her power to secure such rights to the *Insurer*. Lack of compliance and cooperation from the *Insured Person* may result in denial of claim.

3. There will be no benefit or payment under this policy if the *Insured Person* receives compensation from a third party for claims made under this policy. The *Insured Person* may not claim or receive, from all the parties involved, more than 100% of the loss arising from an insured event.

SECTION VII. GENERAL PROVISIONS

Entire Contract: Changes: This policy, Confirmation of benefits and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this policy or its attachments. This policy is issued on the basis of the information provided in Your Travel Insurance Confirmation (and any Rider if applicable), When completing the application and answering the medical questions, Your answers must be complete and accurate. In the event of a claim, the Insurer will review Your medical history. If any of Your answers are found to be incomplete or inaccurate, Your coverage will be void which means Your claim will not be paid.

The Insured Person authorizes the Insurer to obtain his/her medical records and any other information the Insurer may deem necessary from any entity including Physicians, dentists and health organizations, and commits to signing an authorization allowing the Insurer to obtain that information in the event of a claim. Without this authorization, the Insurer reserves the right to deny a claim.

The benefits of this policy cannot be assigned to a third party without the Insurer's written authorization.

The Insurer may, from time to time, make payments to service providers, or give guarantees of payment to service providers for the benefit of the *Insured Person*, including but not limited to in the case of an *Emergency*. Should it be determined that the *Insured Person* was not eligible for coverage under this policy, the Insurer is entitled to indemnity from the *Insured Person*. The *Insured Person* is liable to indemnify the *Insurer* for the following:

a) all amounts paid by the Insurer to third parties for the benefit of the Insured Person, and any administrative fees associated with such payments;
b) legal fees and disbursements calculated on a solicitor-and-own-client basis and administrative expenses, all of which are reasonably incurred by the *Insurer* to recover sums owed by the Insured Person; and
c) any other amounts paid by the *Insurer*, related to payments by the *Insurer*, or necessary to obtain indemnity from the *Insured Person*.

Conditions in Your host country (e.g., political unrest, technological capabilities, etc.) may limit accessibility to, or the quality of, the Assistance Services described herein. Therefore, neither the Insurer nor the Emergency Assistance nor any other insurer is responsible for the availability, scope, quality or outcome of any medical Treatment, for any transportation You received or for Your inability to obtain medical Treatment.

IMPORTANT – failure to call claims assistance "LS" prior to seeking medical attention may limit your coverage to 70%. In the case of an emergency, it is Reasonable to expect that contact to LS will be done at the earliest, safe time by the insured or any individual on behalf of the insured.

You must accept the referral provided by the Emergency Assistance. If You refuse the medical provider or Hospital referral, Your claim could be denied

CLAIMS REVIEW COMMITTEE

In the event of a dispute over the reimbursement of a claim, the Insured Person must request in writing that the revision committee reassess the claim before taking any legal action. The request must be sent in writing 30 days of the receipt of the written position from the Insurer. The committee will take into consideration all pertinent information provided by the Insured Person and a decision, based on the insurance policy provisions and conditions, will be rendered in writing within thirty (30) days of the receipt of the revision request. Send requests for claim revision to: CLAIMS REVIEW COMMITTEE LS-Travel, Insurance Company 247, Thibeau Blvd, Trois-Rivières, Quebec G8T 6X9.

Physician Examination and Autopsy: The Company, at the expense of the Company, may have You examined when and as often as is reasonable while the claim is pending. The Company may have an autopsy done (at the expense of the Company) where it is not forbidden by law.

Legal Actions: All policy terms will be interpreted under the laws of the province in which the policy was issued. No legal action may be brought to recover on the policy within 60 days after written proof of loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this policy or claim has been concealed or misrepresented.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this policy for Your Trip.

Payment of Premium: Coverage is conditional on the payment of your premium and does not take effect until your initial premium is paid. The premium must be paid before your effective date. 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.

Termination of This Policy: Termination of this policy will not affect a claim for loss which occurs while the policy is in force.

NOTICE REQUIRED BY THE ALBERTA INSURANCE ACT. 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.

Controlling Law: *Any part of this policy that conflicts with provincial or territorial law where this policy is issued is changed to meet the requirements of that province's or territory's law.*

Despite any other provision in this policy, this policy is subject to the statutory conditions in the Insurance Act with respect to contracts of Accident and sickness insurance.

SECTION VIII. How to File a claim

Required documentation must be received no later than 90 days after You return to Your province of residence from Your Trip.

a. All original itemized bills.
b. A duly completed and signed reimbursement claim form (under Your Provincial Government Health Insurance Plan).
c. A properly completed and signed claim form provided by the Insurer.

Cash register coupons (stubs) will not be accepted for reimbursement.

Any fees for the completion of medical certificates or claims forms are not covered by the Insurer.

Failure to complete the required claim & authorization form in full might invalidate Your claim.

All claim forms are available online at https://awaycare.ca/en/claim-forms/ or by calling 1-833-268-0552

In order to obtain medical services, you must

call the **EMERGENCY ASSISTANCE** for authorization:

Toll Free: 1-833-268-0553 (or 1-833-268-0552)

From anywhere in the world/Collect: 1-514-657-8656 (or 1-514-657-8655)

247, boulevard Thibeau
Trois-Rivières (Québec) G8T 6X9

AwayCare Flight Delay

Your assistance service for flight delays

AwayCare Flight Delay is an assistance service for flight delays and is available to you free of charge as an *AwayCare True Senior Guard* travel insurance policyholder.

It is designed to offer you additional assistance should a flight on which you are registered as a fare-paying passenger is delayed.

Terms & conditions

By registering online to the **AwayCare Flight Delay**, you agree to abide by the following terms and conditions described below which constitute the agreement between you and *AwayCare*.

You must agree to fully respect the entirety of these terms and conditions in order for *AwayCare* to compensate you within terms of the **AwayCare Flight Delay**.

AwayCare reserves the right to modify the terms and conditions that allow access to the **AwayCare Flight Delay** or to terminate this service at any time and without notice.

The AwayCare Flight Delay entitles you to the following privilege:

When your registered flight is delayed by 2 hours or more:

Free access for all *travellers* to an airport lounge through our *direct reservation service*;

A cash payment of $40CAD per traveller if no airport lounge is available for any reason.

Eligibility

To qualify for **AwayCare Flight Delay**, *you* must:

- Be listed as an *Insured* on the travel *insurance certificate* issued as part of an *AwayCare True Senior Guard plan* travel insurance policy.
- Travel while *your* coverage is in force.
- Be listed as a fare-paying passenger on the delayed registered flight or flights.
- Have registered online to the **AwayCare Flight Delay** at least three (3) hours prior to the scheduled departure of the delayed registered flight.
- Have a smartphone, be able to receive text messages (SMS) and access Internet, or, have a mobile device and an email address allowing *you* to access a wireless network (Wi-Fi) in real time so we can communicate with *you* while *you* wait for *your* registered flight.
- Have a bank account or a Paypal account in *your* name into which **AwayCare Flight Delay** can make a cash deposit in the event of no airport lounge being available to *you*.

Specific conditions & limitations

- Roaming and wireless connection charges or those related to *your* mobile device package to use this service (including SMS texting and wireless connection charges) are not covered by *AwayCare*.
- *AwayCare* is not liable for service charges or administrative fees that may be claimed by *your* financial institution for payment of compensation to *you*. Those costs remain *yours*.
- **AwayCare Flight Delay** will provide a benefit if your flight is delayed. No further or additional benefit will be available should the registered flight be cancelled.
- By registering to **AwayCare Flight Delay**, *you* consent to the collection, use and sharing of *your* personal data and information by *AwayCare* and its suppliers.
- **AwayCare Flight delay** has no cash alternative and cannot be redeemed for recompense.
- Use of an airport lounge is restricted to the day of flight disruption and the following 24hours only.

Law & jurisdiction

This agreement is governed exclusively by the laws of Canada.

Any dispute relating to its conclusion, interpretation or execution shall be submitted exclusively to the Courts of Ontario, and the parties agree to submit to its jurisdiction.

Fraud or attempted fraud

Any fraud or attempted fraud on *your* part, whether when purchasing *AwayCare* travel insurance, registering online to the **AwayCare Flight Delay**, receiving access to an airport lounge, receiving a cash payment, or at any other time, will cancel *your* right to any privilege or compensation under **AwayCare Flight Delay**.

Complaint & Contact information for AwayCare

AwayCare Inc

580B Middle Side Rd

Amherstburg, On

N9V3R3

info@awaycare.ca

Definitions

AwayCare means *AwayCare Inc.* (“we, “us” “our”).

Direct Reservation Service means the service provided by **AwayCare Flight Delay** and by its designated external service providers.

Insurance certificate means the document certifying the existence of an *AwayCare* travel insurance policy that lists, among other things: the *insured*, the contract number, the product, the coverage dates, the excess, the selected benefits and their related amounts.

Insured means the person covered by an *AwayCare* travel insurance policy who is listed as such on the *insurance certificate*.

Traveller means the *insured* who is duly registered as a fare-paying passenger aboard the registered flight that is being monitored.

You/yours means the person to whom this is addressed.