# INDIVIDUAL TRAVEL POLICY

Underwritten by: LS-Travel Insurance Company (the Company)
Claims Assistance by: Penfield Care, Inc. on behalf of *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, 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.

**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.

## IN THE EVENT OF AN *EMERGENCY*

**CALL THE ASSISTANCE CENTRE IMMEDIATELY**

**1-833-268-0551 toll-free from Canada or the U.S. or 1-514-657-8654 collect from anywhere else.**

Please note that if You do not call the Assistance Centre in an Emergency and prior to Treatment, You will have to pay 30% of the eligible medical expenses We would normally pay under this policy. If it is medically impossible for You to call, please have someone call on Your behalf.

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PLANS AT-A-GLANCE. **Important:** This chart provides a high-level summary of overall maximum coverage limits. It is provided for Your convenience only. Be sure to read and understand all the terms and conditions of the policy (including Your policy Confirmation) before You travel, as Your coverage may be subject to certain limitations, exclusion and sub limits.

| PLANS | Standard | Enhanced | Gold | Platinum |
|---|---|---|---|---|
| **EMERGENCY MEDICAL INSURANCE** | | | | |
| **Coverage Limit Options** | 1. $25,000 | 1. $25,000 | 1. $50,000 | 1. $50,000 |
| | 2. $50,000 | 2. $50,000 | 2. $100,000 | 2. $100,000 |
| | 3. $100,000 | 3. $100,000 | 3. $150,000 | 3. $150,000 |
| | 4. $150,000 | 4. $150,000 | 4. $300,000 | 4. $300,000 |
| **Emergency Medical Expenses** | Included | Included | Included | Included |
| **Emergency Return Home** | Included | Included | Included | Included |
| **Emergency Dental Accident** | $1,500 | $2,500 | $3,000 | $4,000 |
| **Emergency Relief of Dental Pain** | $200 | $400 | $400 | $500 |
| **Prescription Drugs** | $500 | $750 | $750 | $1,000 |
| **Paramedical Services** | $200 | $400 | $400 | $600 |
| **Repatriation of Remains** | $5,000 | $7,500 | $10,000 | $12,000 |
| **Cremation or Burial at Place of Death** | $3,000 | $4,000 | $4,000 | $5,000 |
| **Identification of Remains Transportation / Subsistence** | Return airfare / $500 | Return airfare / $750 | Return airfare / $1,500 | Return airfare / $2,000 |
| **Bedside Companion Transportation / Subsistence** | $2,500 / $1,000 | $3,000 / $1,500 | $3,000 / $1,500 | $5,000 / $2,000 |
| **Hospital Allowance** | $500 | $750 | $1,000 | $1,000 |
| **Childcare** | $500 | $750 | $750 | $1,000 |
| **Expenses for Meals, Hotel, Phone Calls and Taxi** | $500 | $500 | $1,000 | $1,500 |
| **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE** | | | | |
| **Flight Accident** | Not Covered | Not Covered | $50,000 | $50,000 |
| **24-Hour Accident** | Not Covered | Not Covered | $50,000 | $50,000 |
| **OPTIONS AVAILABLE** | | | | |
| **Deductible Savings** | Available | Available | Available | Available |
| **Family Coverage (up to age 59)** | Available | Available | Available | Available |

**All monetary amounts are in CAD unless otherwise stated.**

## GENERAL INFORMATION

**To apply for coverage**, You or someone on Your behalf must complete and sign Our Visitors to Canada application for insurance form not more than 180 days before the Effective date of coverage, and return it to Us with Your payment of the required premium.

**Family Coverage** is available if all family members are under Age 60 and You have purchased and paid the premium for Family Coverage. Family Coverage covers You, Your Spouse, and Children while travelling together and named on the Confirmation. Children must be at least 15 days of Age to be insured under this policy.

**You must meet the following eligibility requirements on the departure date of each trip in order to be eligible for coverage.**

Coverage is NOT AVAILABLE if, on departure date, you:

a. are travelling against the advice of a physician;
b. have been diagnosed with or been given a life expectancy of 6 months or less;
c. have been prescribed and/or used home oxygen within the past 24 months;
d. have been prescribed or recommended the use of dialysis in the last 12 months;
e. are under 15 days old, or are age 89 years or older;
f. reside in a nursing home, home for the aged, other long-term care facility or rehabilitation center;
g. require assistance with activities of daily living;
h. Are awaiting or received an organ transplant;
i. Have ever had any cancer with metastasis (which includes positive lymph nodes), or undergone chemotherapy (of any form, except cream) in the last 6 months;
j. have been diagnosed with or treated for Congestive Heart Failure

**Your coverage starts** on the later of:

- the Effective date of insurance as shown on Your Confirmation; or
- the time and date You arrive in Canada from Home.

Except for losses resulting from any Injury, coverage will begin 48 hours after the Effective date if You purchase Your policy:

- after the Expiry date of an existing policy issued by Us; or
- after You leave Home.

When coverage is purchased prior to leaving Home with an Effective date equal to the date and time You are scheduled to arrive in Canada, coverage will also be provided with no additional premium during Your uninterrupted flight directly to Canada. An uninterrupted flight can include a stop-over provided You do not leave the airport.

**ANY MODIFICATION TO YOUR EFFECTIVE/ARRIVAL DATES MUST BE DONE PRIOR TO YOUR EFFECTIVE DATE.**

**Your coverage ends** on the earliest of the following:

- each time You leave Canada to return Home;
- when Your policy expires as shown in Your Confirmation;

- when You become a resident of a nursing Home, Home for the aged, or other long-term care facility during Your Trip;
- 365 days after Your Effective date of insurance; or
- the first day You become insured under a provincial government health insurance plan.

When coverage is purchased prior to leaving Canada to return Home with an Expiry date equal to the date and time You are scheduled to leave Canada, coverage will also be provided with no additional premium during Your uninterrupted flight from Canada directly Home. An uninterrupted flight can include a stop-over provided You do not leave the airport.

During Your coverage period, if You return Home under the Trip Break allowance (see paragraph 15 of Section 8 below), Your Visitors to Canada coverage will be suspended but not terminated and when You return to Canada, Your policy coverage will resume provided You are still eligible for coverage. There will be no refund of premium for any of the days during Your return Home.

**Insurance coverage for side-trips outside Canada**

This insurance provides coverage while travelling outside Canada (excluding Your Home country), as long as each side-Trip originates and terminates in Canada and does not exceed 51% of the period of coverage already spent in Canada and cannot exceed 30 total days.

During Your coverage period, if You take a side-Trip outside of Canada that is longer than that permitted in this policy, Your Visitors to Canada coverage will be suspended for the remainder of Your side-Trip but Your coverage will not be terminated. When You return to Canada, Your coverage will resume.

Our policy allows you to make a temporary return to your country of origin. No insurance coverage will be provided in your country of origin and if you receive any treatment during this temporary return, any treatment relating to that medical condition will not be covered for the remaining period of coverage.

**Automatic extension of Your coverage** is provided beyond the date You were scheduled to return Home as per Your Confirmation if:

- Your Common Carrier is delayed and prevents You from travelling on Your Expiry date. In this case, We will extend Your coverage for up to 72 hours;
- You or Your Travel Companion are Hospitalized on Your Expiry date. In this case, We will extend Your coverage during the Hospitalization up to a maximum of 365 days or until, in our opinion, You are Stable for discharge from the Hospital or for evacuation Home, whichever is earlier, and for up to 72 hours after discharge from the Hospital;
    - NOTE: This benefit only applies to those insured by “the Company” and when the Hospitalized individual is insured by “the Company”.
- You or Your Travel Companion have a Medical condition that does not require Hospitalization but prevents travel on Your Expiry date, as confirmed by a Physician. In this case, We will extend Your coverage for up to 5 days.

**To extend Your coverage:**

If Your coverage period, as shown in Your Confirmation, is less than 365 days, You may extend Your coverage up to a total coverage period of 365 days. If You have had no change in Your health status and have had no event that has resulted or may result in a claim against the policy since the Effective date of insurance, the extension may be issued upon request and Your payment of the required premium. Otherwise, the extension is subject to the approval of the Company. In order to avoid the waiting period, purchase Your extension of coverage before the Expiry date of Your existing Visitors to Canada policy issued by Us.

**To obtain a refund of premium:**

Other than the "10 Day Right to Examine" on page 1, a refund for unused days will be allowed, subject to the following administration fees, which will be deducted from Your refund and a minimum of $20 is available:

a) If You are cancelling Your policy, that was identified as a super visa policy, because Your application for a Parent and Grandparent Super Visa was refused or rescinded You must provide proof of visa refusal or proof of rescinded application with Your request for a refund, which will be subject to a $100 fee. **You are not eligible for refund should You wish to cancel for any other reason not listed above on a super visa plan.**

b) If on any policy other than a super visa Your request for a refund is received more than 10 days after the date of purchase but before the Effective date of Your insurance, a refund less a $100 fee.

c) If you obtain Canadian provincial government health insurance plan coverage, or return Home before the date You were scheduled as per Your Confirmation, and have not reported or initiated a claim, a partial refund of the premium for the unused days of Your Trip is available less a $50 fee for the Standard and Enhanced Plan and a $25 fee for the Gold and Platinum Plan. You will need to provide proof of the date You arrived Home or the Effective date of Your Canadian government health insurance plan coverage. Simply contact your broker of record or AwayCare to ask for a refund.

d) If You hold a Parent and Grandparent Super Visa and have purchased 365 days of coverage, and are requesting a partial refund due to Your early return to Your Home or departure from Canada and:

- have had no claim that has been reported, paid or denied,
  - unused premiums may be refunded less a $50 fee for the Standard/Enhanced Plan and a $25 fee for the Gold/Platinum Plan when You have provided proof of return to Your Home or departure from Canada.
- have reported a claim or have a payable claim for which the payment has not been issued or the total amount of all reported eligible claim expenses will not exceed the deductible amount, if applicable,
  - You may apply to have such claim withdrawn and, subject to Our approval, the unused premium may be refunded less a handling fee, which will be deducted from any amount to be refunded.

If You have submitted a claim that has been paid, no refund is possible under this policy.

Documentation such as but not limited to passport photos, airline boarding passes and others may be required as proof.

A written request to cancel this policy must be received within 60 days following the date You return Home along with proof of Your departure from Canada. In no event will We back-date a cancellation to a date more than 60 days prior to the date of receipt of Your cancellation request. If Your cancellation request is received more than 30 days following the date You returned Home, We will require a copy of every page of Your passport to verify that You did not visit Canada between the date You returned Home and the date You submitted Your refund request. Once any refund of premium has been requested, no expenses will be accepted for consideration under the policy, regardless of the date the expense was incurred.

*Appropriate tax on all fees will apply

## HOW TO FILE A CLAIM

**To make a claim due to *Sickness* or *Injury* during *Your Trip*, please call the Assistance Centre at:**

**1-833-268-0551**
**Toll-free from the USA and Canada.**

**1-514-657-8654**
**Collect to Canada from anywhere else.**

**When to call the Assistance Centre:** Call within 24 hours of hospitalization. If You do not contact the Assistance Centre before receiving medical Treatment, You will have to pay 30% of the medical expenses We would normally pay under this insurance. If it is medically impossible for You to call when the emergency happens, the 30% co-insurance will not apply. In this case, We ask that You call as soon as You can or that someone call on Your behalf.

**The Assistance Centre** will verify and explain Your coverage to You; refer You to a medical provider; arrange to have Your covered expenses billed directly to Us where possible; and monitor Your medical condition.

Please mail all original receipts, bills, and invoices to:

Penfield Care, Inc
310-260 Hearst Way
Ottawa, Ontario, Canada K2L 3H1

Your claim must be sent to Us within 90 days of Your loss. Ensure You keep a copy of Your receipts, bills, and invoices for Your records.

To determine which documents are needed for each type of claim, refer to the insurance plan under which You are filing a claim.

## WHAT IS COVERED UNDER EMERGENCY MEDICAL INSURANCE?

*All benefits are outlined in Canadian Funds.

Under Emergency Medical Insurance, You are covered for the actual eligible covered expenses related to the medical attention You need if a medical Emergency begins unexpectedly after Your Effective date of insurance and when these expenses are not covered by any other benefit plan. The maximum amount payable is based on the plan You have purchased, as shown in Your policy Confirmation. Medical attention must be required as part of Your Emergency Treatment and ordered by a Physician (or a dentist in the case of dental Treatment). Covered expenses and benefits are subject to the policy's exclusions and limitations. Covered expenses and benefits are also subject to Your payment of the applicable deductible amount, if any.

**All medical procedures and/or tests (including but not limited to MRI, MRCP, CAT Scan, CT Angiogram, Nuclear Stress Test, Angiogram or Cardiac Catheterization, or any surgery) must be authorized by the Assistance Centre in advance.**

Benefits #3, 7, 8, 9, 11 and 13 will only be eligible if they have been authorized and/or arranged by LS.

You are covered up to the maximum amount shown on the PLANS AT-A-GLANCE on page 2 of this policy or the amount as otherwise specified in the Benefit.

Eligible covered expenses include:

1. **Emergency medical expenses** – Reasonable and customary charges (up to policy limit) for:
   a) medical care received from a Physician in or out of Hospital;
   b) the cost of a Hospital room (semi-private room when available or an intensive care unit when medically necessary);
   c) the services of a licensed private duty nurse while You are in Hospital;
   d) the rental or purchase (whichever is less) of a Hospital bed, wheelchair, brace, crutch or other medical appliance;
   e) tests that are needed to diagnose or find out more about Your condition.

2. **Prescription drugs** - Drugs that are prescribed for You and are available only by prescription from a Physician or dentist. This benefit is limited to a 30-day supply and to the maximum amount shown below, based on the plan You purchased:

| Standard Plan – $500 | Enhanced Plan – $750 | Gold Plan – $750 | Platinum Plan – $1,000 |
|---|---|---|---|

3. **Follow-up visits** - Follow-up visits are covered up to the amounts listed below provided they are directly related to the medical Emergency.

| Standard Plan – $500 | Enhanced Plan – $1,000 | Gold Plan – $1,500 | Platinum Plan – $3,000 |
|---|---|---|---|

4. **Paramedical services** – Treatment received from a licensed chiropractor, osteopath, chiropodist, physiotherapist or podiatrist for a covered Injury. Your paramedical practitioner must be a person other than Yourself or an Immediate family member. This benefit is limited and must be prescribed by a license physician.

| Standard Plan– $200 | Enhanced Plan – $400 | Gold Plan – $400 | Platinum Plan – $600 |
|---|---|---|---|

5. **Ground ambulance transportation** – Reasonable and customary charges for local licensed ground ambulance service to transport You to the nearest appropriate medical service provider in an Emergency.

6. **Emergency dental Treatment** – If You need dental Treatment in an Emergency, We will pay:
   a) for the relief of dental pain, excluding crowns and root canals, up to the maximum amount shown below, based on the plan You purchased:

| Standard Plan– $200 | Enhanced Plan– $400 | Gold Plan – $400 | Platinum Plan – $500 |
|---|---|---|---|

b) if You suffer from an accidental blow to the mouth, the expenses incurred to repair or replace Your natural or permanently attached artificial teeth, up to the maximum amount shown below, based on the plan You purchased:

| Standard Plan – $1,500 | Enhanced Plan – $2,500 | Gold Plan – $3,000 | Platinum Plan – $4,000 |
|---|---|---|---|

**7. Repatriation of Remains** – If You die during Your Trip from an Emergency covered under this insurance, We will reimburse:

a) up to a maximum outlined below for expenses incurred for the preparation of Your remains and the cost of the standard transportation container normally used by the airline, plus the return Home of Your remains or ashes; or

| Standard Plan – $5,000 | Enhanced Plan – $7,500 | Gold Plan – $10,000 | Platinum Plan – $12,000 |
|---|---|---|---|

b) up to a maximum outlined below for the cremation or burial of Your remains at the place of death. No benefit is payable for the expense of a headstone, casket, urn and/or funeral service.

| Standard Plan – $3,000 | Enhanced Plan – $4,000 | Gold Plan – $4,000 | Platinum Plan – $5,000 |
|---|---|---|---|

**8. Identification of Remains -** If someone is legally required to identify Your body and must travel to the place of Your death, We will pay the return economy class airfare via the most cost-effective itinerary for that person, as well as expenses incurred for that person's hotel and meal expenses up to the maximums outlined below. We will also cover that person for up to 72 hours under the same Emergency Medical Insurance Plan purchased by You.

| Standard Plan $100/day, max of $500 | Enhanced Plan $100/day, max of $750 | Gold Plan $150/day, max of $1,500 | Platinum Plan $200/day, max of $2,000 |
|---|---|---|---|

**9. Emergency return Home** – If Your treating Physician recommends that You return Home because of Your Emergency or if our medical advisors recommend that You return Home after Your Emergency Treatment, We will pay for one or more of the following:

a) the extra cost of an economy-class airfare via the most cost-effective itinerary;
b) a stretcher airfare on a commercial flight via the most cost-effective itinerary, if a stretcher is medically necessary;
c) the return economy class airfare of a qualified medical attendant via the most cost-effective itinerary to accompany You, and the attendant's reasonable fees and expenses, if this is medically necessary or required by the airline; or
d) the cost of air ambulance transportation, if it is medically necessary.

**10. Extra expenses for meals, hotel, phone calls and taxi** – If a medical Emergency prevents You or Your Travel Companion from returning Home as originally planned, or if Your Emergency medical Treatment or that of Your Travel Companion requires Your transfer to a location that is different from Your original destination, We will reimburse You for expenses incurred for Your extra hotel, meals, essential calls and taxi fares up to the maximum amount shown below, based on the plan You purchased:

| Standard Plan – $500 | Enhanced Plan – $750 | Gold Plan – $1,000 | Platinum Plan – $1,500 |
|---|---|---|---|

Note: We will only pay for these expenses if You have actually paid for them.

**11. Bedside Companion** – If You are travelling alone and are admitted to a Hospital for five (5) days or more because of a medical Emergency, We will pay up to the maximum below for an economy class airfare via the most cost-effective itinerary for one Immediate family member or one close friend to be with You. We will also pay for expenses incurred for that person's hotel and meals. We will also cover that person under the same Emergency Medical Insurance Plan purchased by You, until You are medically fit to return Home.

Round Trip max:

| Standard Plan – $2,500 | Enhanced Plan – $3,000 | Gold Plan – $3,000 | Platinum Plan – $5,000 |
|---|---|---|---|

Meals & Accommodations:

| Standard Plan $100/day, max of $1,000 | Enhanced Plan $150/day, max of $1,500 | Gold Plan $150/day, max of $1,500 | Platinum Plan $200/day, max of $2,000 |
|---|---|---|---|

**12. Childcare** – If You are admitted to a Hospital, We will cover the expenses for an attendant to provide childcare services when such service is required. The attendant must be a person other than the Child's parent, member of the Immediate family, Your Travel Companion, or the person whose guest You are during the Trip. We will reimburse You up to the benefits below. The Child(ren) must have been under Your care during Your Trip.

| Standard Plan | Enhanced Plan | Gold Plan | Platinum Plan |
|---|---|---|---|
| $50/day, max of $500 | $75/day, max of $750 | $75/day, max of $750 | $100/day, max of $1,000 |

**13. Return and escort of children** – If You are admitted to a Hospital for more than 24 hours or must return Home because of an Emergency, We will pay for the extra cost of an economy class airfare to return accompanying Children Home via the most cost-effective itinerary and the return economy class airfare via the most cost effective itinerary for a qualified escort when the airline requires it. The Children must have been under Your care during Your Trip and covered under this policy.

**14. Hospital allowance** – If You are Hospitalized for more than 72 hours, We will reimburse You up to the benefits outlined below for out-of-pocket expenses such as telephone and television charges incurred by You when Hospitalized. Expenses must be supported by original receipts.

| Standard Plan $50/day, max of $500 | Enhanced Plan $75/day, max of $750 | Gold Plan $100/day, max of $1,000 | Platinum Plan $100/day, max of $1,000 |
|---|---|---|---|

**15. Trip break** – You may return Home during Your coverage period without terminating Your coverage. Your coverage will be suspended but will not terminate after You leave Canada and while

You are Home. Your suspension of coverage will end and Your coverage will be reinstated when You arrive in Canada. Your arrival back in Canada must occur during the original Trip period. There will be no refund of premium for any of the days during Your return Home.

## Limitations and Exclusions

**We will not pay any expenses or benefits directly or indirectly relating to:**

1. **Exclusions due to pre-existing medical conditions:** Any pre-existing conditions and/or symptoms unless the pre-existing coverage was purchased and the pre-existing condition meets the following guidelines:
    a) Standard and Enhanced
        i) 0-74 years of Age has a standard Stability of 180 days with option to buy down to 90 days
        ii) 75+ years of Age has a standard Stability of 365 days with option to buy down to 180 days and 90 days
    b) Gold and Platinum
        i) 0-74 years of Age has a standard Stability of 180 days with option to buy down to 90 days and 30 days
        ii) 75+ years of Age has a standard Stability of 365 days with option to buy down to 180 days and 90 days and 30 days

NOTE: dates are based on the effective date of the policy.

2. **Waiting Period:** Any Sickness that manifests during the Waiting Period even if related expenses are incurred after the waiting period.
3. **Reasonable and customary:** Covered expenses that exceed the Reasonable and customary charges that normally apply where the medical Emergency occurs.
4. **Fee limit:** Covered expenses that exceed the maximum insured amount available under the plan You have purchased.
5. **Truthful and Accurate:** Any expenses or benefits if any of the information provided on the application for insurance is not truthful and accurate or You did not meet the eligibility requirements under this coverage. Fraud or attempted fraud, concealment or misrepresentation of any material fact affecting this insurance or in connection with the making of any claim.
6. **Treatment received without approval from the Assistance Centre:** Covered expenses that exceed 70% of those We would normally pay under this insurance, if You do not contact the Assistance Centre within 24 hours of Hospitalization, unless Your Medical condition makes it medically impossible for You to call (in that case, the 30% co-insurance does not apply).
7. **Experimental or optional treatment:** Any Treatment that is not for an Emergency, including any elective or cosmetic surgery or Treatment.
8. **Continuous Treatment:** Continued Treatment of a Medical condition when You have already received Emergency Treatment for that condition during Your Trip, if Our medical advisors determine that the medical Emergency has ended.
9. **Treatment received without approval from the Assistance Centre:** Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies, cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by the Assistance Centre

prior to being performed. All surgery must be authorized by the Assistance Centre prior to being performed except in extreme circumstances where surgery is performed on an Emergency basis immediately upon admission to Hospital.

10. **Foreseen Treatment:** A medical condition:
    - when You knew, before You left Home, or before the Effective date of coverage, that You would need or be required to seek Treatment for that Medical condition during Your Trip; and/or
    - for which it was reasonable to expect before You left Home or before Your Effective date of coverage, that You would need Treatment during Your Trip; and/or
    - for which future investigation or Treatment was planned before You left Home; and/or
    - which produced symptoms that would have caused an ordinarily prudent person to seek Treatment in the 3 months before leaving Home; and/or
    - that had caused Your Physician to advise You not to travel.
11. **Trip Break:** Any Emergency and non-Emergency medical services for any Injury that occurred or Sickness that started or was treated during any Trip break (Eligible expense #15) that You have taken or after the number of days permitted for Your side-Trip outside of Canada.
12. **Activities:**
    a. 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, rafting, acrobatic skiing or snowboarding (including kitesurf), bungee jumping, parachuting or other aerial activities or underwater activities using a breathing apparatus (except snorkeling);
    b. Any activities requiring that the insured person signs an accident waiver and release of liability form or any behaviour involving risk, including but not limited to not following security requirements, not obeying warning signs or being in restricted zones.
13. **Suicide, intentional injury, anxiety or depression:** Any loss Injury or death, whether the Insured Person is declared sane or insane, incurred due to:
    a) Your emotional or mental disorders resulting from any cause, including but not limited to anxiety or depression; or
    b) Your suicide or attempted suicide; or
    c) Your intentionally self-inflicted Injury.
14. **Criminal act:** Your, Your family member or travelling companion's commission or attempted commission of a criminal offence or illegal act based on the law where the cause of the claim occurred.
15. **Medical recommendation:** Not following a recommended or prescribed therapy or Treatment.
16. **Use of drugs and other intoxicating substances:** 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) millilitres of blood.
17. **Pregnancy:**
    a. Your routine prenatal care;
    b. Childbirth
    c. Your pregnancy or childbirth or complications thereof

d. Your Child born during Your Trip
e. Termination of pregnancy
f. Assisted reproduction (procreation)
g. Any complication related to pregnancy or childbirth

18. **Children:** For insured Children under 2 years of Age, any Medical condition related to a birth defect.
19. **Treatment received without approval from the Assistance Centre** Any benefit that must be authorized or arranged in advance by the Assistance Centre when it has given no authorization or made no arrangement for that benefit.
20. **Medical recommendation:** Any Emergency that occurs or recurs after Our medical advisors recommend that You return Home following Your Emergency Treatment, and You choose not to.
21. **Any treatment which can be reasonably delayed** until you return to your country of origin (whether or not you intend to return) by the next available means of transportation, unless approved in advance by the Assistance Centre.
22. **Aircraft** Any death or Injury sustained while piloting an aircraft, learning to pilot an aircraft or acting as a member of an aircraft crew.
23. **Extending on another plan:** For consecutive policies and policy extensions: any Medical condition which first appeared, was diagnosed or for which You received medical Treatment, after the scheduled Departure Date and prior to the Effective date of the subsequent policy or insurance extension.
24. **Follow up visits** Any follow-up visits outside Canada when the Emergency occurred in Canada.
25. **Public notice with regard to travel:** Any Medical condition You contract or suffer in a specific country, region, or city when a Government of Canada Travel Advisory, issued before Your departure to that country, region, or city advises Canadians to avoid all or non-essential travel to that specific country, region or city. In this exclusion, “medical condition” is limited, related or due to the reason for the travel advisory.
26. **Act of war and civil unrest:** Any Act of War or Act of Terrorism.
27. **Armed Forces**: Your participation in armed forces activities.
28. **Exclusions due to pre-existing medical conditions:** Any Medical Condition which first appeared, was diagnosed or for which You received medical Treatment prior to Effective date
29. **Expenses due to requirements for entry or re-entry on your trip**: Any eligible expenses incurred due to requirements for entry or re-entry on your trip including but not limited to mandatory testing.
30. **Refusal to be repatriated:** If the Emergency Assistance decides that you should transfer to another facility or the Emergency Assistance 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 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.
31. **Temporary Return:** Any sickness, symptom, or injury that presented, recurred or for which treatment was received during any temporary return to your country of origin during the period of coverage.
32. **Any Treatment not authorized by the Emergency Assistance, or not considered to be an Emergency** as defined in this policy. This includes but is not limited to:
    a. - Blood tests (i.e., Coumadin), observation, exploratory and/or investigative tests or exams (i.e. MRI), check-ups, preventive or experimental Medications, vaccines, elective Treatments, cosmetic surgeries, eye treatment, dermatologist care, cardiac catheterization, angioplasty, colonoscopy, endoscopy, biopsy, cystoscopy, surgery and

insertion, removal or adjustment of implants or care or services provided for the sole convenience of the Insured Person.

b. - Also, any Treatment that could reasonably be delayed until the Insured Person returns to his/her country of residence even if the perception is that the care may be of less accessibility and quality.

**IF YOU ARE FILING A CLAIM UNDER THIS BENEFIT, WE WILL NEED:**

- original receipts for all bills and invoices;
- proof of payment made by You and/or by any other benefit plan;
- medical records including complete diagnosis by the attending Physician or documentation by the Hospital, which must support that the Treatment was medically necessary;
- proof of the accident if You are submitting a claim for dental expenses resulting from an accident;
- proof of travel dates for side-Trips outside Canada; and
- a copy of Your ticket and passport confirming travel dates and entry into Canada.

## WHAT IS COVERED UNDER ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE?

**This section applies only to insured persons who have purchased the Gold or Platinum Plan**.

**Travel Accident (Non-Flight)**

We will pay up to the amount shown below for loss of life, limb or sight resulting directly from an Injury occurring during the coverage period, except while boarding, riding in, or alighting from an aircraft:

a) $25,000 for a loss resulting from the same Injury for loss of:
   i. life; or
   ii. entire sight of both eyes; or
   iii. both hands; or
   iv. both feet; or
   v. one hand and entire sight of one eye; or
   vi. one foot and entire sight of one eye.

b) $12,500 for a loss resulting from the same Injury for loss of:
   i. entire sight of one eye; or
   ii. one hand; or
   iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight.

If You have more than one Injury during Your Trip, We will pay the applicable insured sum only for the one accident that entitles You to the largest benefit amount.

**Flight Accident**

We will pay up to $50,000 in the case of death as a result of an Injury sustained during the coverage period while boarding, riding in, or alighting from an aircraft lawfully operated by a licensed public air Common Carrier as a fare-paying passenger.

**Exposure and Disappearance**

If You are exposed to the elements or disappear as a result of an accident, a loss will be covered if:

a) as a result of such exposure, You suffer one of the losses specified in the schedule of losses above; or

b) Your body has not been found within 12 months from the date of the accident. It will be presumed, subject to evidence to the contrary, that You suffered loss of life.

## EXCLUSIONS AND LIMITATIONS UNDER ACCIDENTAL DEATH & DISMEMBERMENT

Under Travel Accident Insurance, We will not cover expenses or benefits if Your death or Injury results directly or indirectly from:

1. 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, 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 requiring that the Insured Person signs an accident waiver and release of liability form or any behaviour involving risk, including but not limited to not following security requirements, not obeying warning signs or being in restricted zones.
2. Any loss Injury or death incurred due to:

   a) Your emotional or mental disorders resulting from any cause, including but not limited to anxiety or depression; or

   b) Your suicide or attempted suicide; or

   c) Your intentionally self-inflicted Injury.
3. Not following a recommended or prescribed therapy or Treatment.
4. Any loss, Injury or death related to intoxication, the misuse, abuse, overdose, or chemical dependence on medication, drugs, alcohol or other intoxicant.
5. Piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
6. Your, Your family member or travelling companion's commission or attempted commission of a criminal offence or illegal act based on the law where the cause of the claim occurred.
7. A Sickness or disease, even if the proximate cause of its activation or reactivation is the result of an Injury.
8. Any Act of War or Act of Terrorism.

**IF YOU ARE FILING A CLAIM UNDER ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE, WE WILL NEED:**

- a police, autopsy, or coroner's report;
- medical records; and
- a death certificate, as applicable.

## WHAT ELSE DO YOU NEED TO KNOW?

This policy is issued on the basis of information provided in Your application. Your entire contract with Us consists of: this policy, Your application for this policy including medical questions if requested, the Confirmation issued in respect of that application, and any other amendments or endorsements resulting from extensions or top-ups of coverage. This insurance is void in the case of fraud or attempted fraud, or if You conceal or misrepresent any material fact in Your application for this policy or extension of coverage under this policy.

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

**Despite any other provisions of this contract, this contract is subject to the statutory conditions contained in the governing provincial statutes respecting contracts of accident and Sickness insurance where Your policy was issued.**

**Limitation of Liability**

Our liability under this policy is limited solely to the payment of eligible benefits, up to the maximum amount purchased, for any loss or expense. Neither We, upon making payment under this policy, nor Our agents or administrators assume any responsibility for the availability, quality, results or outcome of any Treatment or service, or Your failure to obtain any Treatment or service covered under the terms of this policy.

**Premium**

The required premium is due and payable at the time of purchase and will be determined according to the schedule of premium rates then in effect.

Premium rates and policy terms and conditions are subject to change without prior notice.

Upon payment of premium, this document becomes a binding contract, provided it is accompanied by a Confirmation upon which a contract number appears, and We have received Your completed application (including medical questions if required) prior to Your effective date.

If the premium is insufficient for the period of coverage selected, We will: charge and collect any underpayment; or shorten the policy period by written endorsement if an underpayment in premium cannot be collected. Coverage will not be in effect 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.

**How does this insurance work with other coverages that You may have?**

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. 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. 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.

**To whom will We pay Your benefits if You have a claim?**

Except in the case of Your death, We will pay the expenses covered under this insurance to You or the provider of the service. Any sum payable for loss of life will be payable to Your estate. The benefits of this policy cannot be assigned to a third party without the Insurer's written authorization. You must repay Us any amount paid or authorized by Us on Your behalf if We determine that the amount is not payable under Your policy. All amounts shown throughout this contract are in Canadian dollars. If currency conversion is necessary, We will use Our exchange rate on the date You received the service outlined in Your claim.
We will not pay for any interest under this insurance.

**Is there anything else You should know if You have a claim?**

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.

If You disagree with Our claim decision, the matter may be submitted for judicial resolution under the applicable law(s) of the Canadian province or territory where Your policy was issued.
Every action or proceeding against an insurer for the recovery of insurance money payable under this contract is absolutely barred unless commenced within the time set out in the Insurance Act, limitations legislation or other applicable laws or regulations in the applicable province.

To determine the validity of a claim under this policy, We may obtain and review medical records from Your attending Physician(s), including the records from Your regular Physician(s) at Home. These records may be used to determine the validity of a claim, whether or not the contents of the medical records were made known to You before You incurred a claim under this policy. In addition, We have the right, and You shall afford Us the opportunity, to have You medically examined when and as often as may reasonably be required while benefits are being claimed under this policy. 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.

You authorize 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.

If You die, We have the right to request an autopsy, if not prohibited by law.

**Privacy Notice and Authorization:**

To ensure the confidentiality of Your personal information, LS-Travel, Insurance Company, will establish a file with the information related to Your Travel Insurance Confirmation and any insurance claim. Access to this file will be restricted to LS-Travel employees, reinsurers or mandatories who will be responsible for underwriting, administrating, investigating, and processing Your application or claim, or any other person designated or authorized by You. Your file will be kept at the Insurer's head office.

You are entitled to examine the personal information contained in this file and, if required, to have the information corrected by submitting a written request to: Information Access Officer, LS-Travel, 247 Thibeau, Trois-Rivieres (Quebec) G8T 6X9. You have the right to withdraw, at all times, the authorization to share and use Your personal information.

Please be informed that in the regular process of examining Your claim, LS-Travel may, as any other insurance company, request a copy of Your medical history in order to determine Your eligibility to benefits.

By requesting an insurance product or service, you authorize LS-Travel, its agents, service providers and other partners (hereinafter "Business Partners ") to collect, by any electronic means, email, fax or mail, to use and disclose your personal information primarily for the following purposes: identification and identity verification, reviewing eligibility for insurance products, considering a claim and the administrative processing of products and services.

You further authorize LS-Travel to exchange the personal information collected about you with its Business Partners, whether located in or outside Quebec, where the exchange of such information is necessary to carry out their mandate.

This authorization applies to your personal information held by any natural or legal person, including but not limited to any physician or other healthcare professional, any public or private health institution, any rehabilitation company, any pharmacist, any health insurance plan, any insurer, any employer or any person or institution in possession of medical or financial information about you. This authorization also applies to any other personal information contained on social media or on any Internet platform accessible to the public.

You declare that you are aware of the rights granted by the Act respecting the protection of personal information in the private sector, including but not limited to the right to access your information, the right to have that information corrected, if need be, and the right to withdraw, at any time, this authorization to share and use your personal information.

## DEFINITIONS

**When capitalized in this policy, the term:**

**Act of terrorism** means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems.
The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a government (whether that government is legal or illegal); and/or
- promote political, social, religious or economic objectives.

**Act of war** means hostile or warlike action whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion, or civil war.

**Activities of daily living** means eating, bathing, using the toilet, changing positions (including getting in and out of a bed or chair) and dressing.

**Age** means Your age at Your effective date of insurance.

**Child, Children** means Your unmarried, dependent son or daughter, or Your grandchild(ren) travelling with You or joining You during Your Trip and is either:

- at least 15 days of age but under 21 years of age; or
- under 26 years of age and a full-time student; or
- any age who is mentally or physically disabled and dependent on You for support.

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

**Confirmation** means this policy, the application for this policy, and any other documents confirming Your insurance coverage once You have paid the required premium; and where applicable, includes and medical questions information included in Your Trip arrangements. It may also include tickets or receipts issued by an airline, travel agent, tour operator, rental agency, cruise line or other accommodation or travel provider with whom You made arrangements for Your Trip.

**Deductible:** specified amount of money in Canadian funds that the insured must pay, as outlined on the confirmation of insurance, before an insurance company will pay a claim. This deductible is applicable on each claim.

**Departure date** means the date You leave Home.

**Effective date** means the date on which Your coverage begins. Your coverage starts on the later of:

a) the effective date of insurance as shown on Your Confirmation; or
b) the time and date You arrive in Canada from Home. Except in the case of an Injury, the applicable Waiting Period applies to all claims if You purchased insurance after Your arrival in Canada.

When coverage is purchased prior to leaving Home with an effective date equal to the date and time You are scheduled to arrive in Canada, coverage will also be provided with no additional premium during Your uninterrupted flight directly to Canada. An uninterrupted flight can include a stop-over provided You do not leave the airport.

**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 country of residence for further Treatment.

**Expiry date** means the earliest of:

a. the date You leave Canada to return Home;
b. when Your policy expires as shown in Your Confirmation;
c. when You become a resident of a nursing Home, Home for the aged, or other long term care facility during Your Trip;
d. 365 days after Your effective date of insurance;
e. the first day You become insured under a government health insurance plan.

When coverage is purchased prior to leaving Canada to return Home with an Expiry date equal to the date and time You are scheduled to leave Canada, coverage will also be provided with no additional premium during Your uninterrupted flight from Canada directly Home. An uninterrupted flight can include a stop-over provided You do not leave the airport.

**Government health insurance plan** means the health insurance coverage that a Canadian provincial or territorial government provides to its residents.

**Home** means Your country of residence or origin; or Your place of departure before arriving in Canada.

**Hospital** means a facility that is licensed as a Hospital where inpatients receive medical care and diagnostic and surgical services under the supervision of a staff of Physicians with 24-hour care by registered nurses. A clinic, an extended or palliative care facility, a rehabilitation establishment, an addiction centre, a convalescent, rest or nursing Home, Home for the aged or health spa is not a Hospital.

**Immediate family** means Spouse, parent, legal guardian, step-parent, grandparent, grandchild, in-law, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew or cousin.

**Injury** means sudden bodily harm that is caused directly by external and solely accidental means, and independent of Sickness or disease.

**LS** is the authorized insurer.

**Medical condition -** means any disease, sickness or Injury (including Symptoms of undiagnosed conditions).

**Medical questions** means all the medical questions that are included in the application for coverage under this policy.

**Minor Ailment** means an ailment or infection that ends 30 days prior to the effective date of coverage and does not require:

- use of medication for a period greater than 15 days;
- more than one follow-up visit to a Physician;
- Hospitalization;
- surgical intervention; or
- consultation with a medical specialist.

A chronic condition, or a complication, Recurrence, or exacerbation related to a chronic condition, is not considered a Minor ailment. **Penfield Care Inc.** is the Assistance Center and claims company.

**Physician** means a person (who is not You or a member of Your Immediate Family or Your traveling companion), licensed to prescribe and administer medical Treatment in the jurisdiction where the services are provided. A Physician does not include a naturopath, homeopath or acupuncturist.

**Pre-existing condition** - means any Medical Condition that exists prior to Effective Date. This term also relates to a medically recognized complication or Recurrence of a Medical Condition

**Reasonable and customary** means charges that do not exceed the standard fee of other providers of similar standing in the locality or geographical area when providing the same Treatment of a similar Sickness or Injury.

**Sickness** means illness or disease, or any symptom related to that illness and/or disease.

**Spouse** means a person who is legally married to You, or a person who has been living with You in a common law relationship for a period of at least 12 consecutive months.

**Stable/Stability** - means any 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

**Travel companion** means someone who shares Trip arrangements with You on any one Trip, up to a maximum of three (3) persons including You. All Traveling Companions must be named on the Confirmation.

**Treatment** means Hospitalization, prescribed medication (including prescribed as needed), medical, therapeutic, diagnostic, or surgical procedure prescribed, performed or recommended by a *Physician.* IMPORTANT: Any reference to testing, tests, test results, or investigations excludes genetic tests. “Genetic test” means a test that analyzes DNA, RNA or chromosomes for purposes such as the prediction of disease or vertical transmission risks, or monitoring, diagnosis or prognosis.

**Trip** means the time between Your effective date of insurance and Expiry date.

**Waiting period** means the 48-hour period following and including Your effective date of insurance if You purchase Your policy:
- after the Expiry date of an existing TrueNorth Visitors to Canada policy; or
- after You leave Home.

The Waiting Period will be waived if You purchased this policy prior to the Expiry date of an existing Visitors to Canada policy already issued by Us, to take effect on the day following such Expiry date, provided that there is no increase in the coverage amount or change in the Plan You select.

**We**, **Us, Our** means LS-Travel Insurance Company (the Company) or PenField Care Management Inc.

**You, Yourself, Your, Insured Person** means the person named as the insured on the Confirmation for whom insurance coverage was applied and for whom the appropriate premium was received by Us. In this policy, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

## IN THE EVENT OF AN *EMERGENCY*, CALL THE ASSISTANCE CENTRE IMMEDIATELY.

**1-833-268-0551**
toll-free

**1-514-657-8654**
from the USA and Canada

*Our* Assistance Centre is ready to assist *You* 24 hours a day, each day of the year.

### SECTION VIII. HOW TO FILE A CLAIM

Required documentation must be received no later than 90 days of your emergency

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 1-833-268-0551

In order to obtain medical services, you must
call the **EMERGENCY ASSISTANCE** for authorization:
Toll Free 1-833-268-0551
From anywhere in the world/Collect 1-514-657-8654

PenField Care, Inc. 310-260 Hearst Way Ottawa, Ontario, Canada K2L 3H1

# 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 TrueNorth v*isitor to Canada 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 TrueNorth 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 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**.

**Definitions**

***AwayCare*** means *AwayCare Inc.* ("we, "us" "our").

***Direct Reservation Service*** means the service provided by **AwayCare Flight Delay** 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.