True Options Plan

INDIVIDUAL TRAVEL POLICY

Underwritten by: LS-Travel Insurance Company (the Company)
Emergency 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 insurance, 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 insurance 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 insurance will take precedence. This policy provides travel protection insurance benefits. Defined terms are capitalized and their meanings are listed in the General Definitions section.



Nicolas Moskiou
President and CEO
of LS-Travel Insurance Company



Dimitri Georgoulas
Senior Vice-President, Finance
of LS-Travel Insurance Company

IMPORTANT – failure to call Emergency 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:
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 agent if needed before leaving. A refund would be provided if no travel has taken place.

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SECTION I. IMPORTANT NOTIFICATION

Please ensure that You read and understand this policy carefully upon receipt of the policy documents.

This policy offers coverage for Reasonable and Customary costs incurred by You in case of unexpected events for the benefits set out in this policy wording.

A. Plans Accessible:
   i. Eligibility
      - To be eligible for this product You, at the time of application, must be a Canadian Resident and:
        - Must **no**t have been diagnosed with Terminal Illness
        - A Physician must **not** have recommended that you do not travel;
        - Must **not** require assistance with any activities of daily living (eating, dressing, changing positions including getting in and out of bed or a chair, and personal hygiene);
        - Must **not** be awaiting, or have ever received an organ transplant (heart, lung, kidney, pancreas, bone marrow or stem cells);
        - Must **not** have ever been diagnosed with, or received Treatment for heart failure;
        - Must **not** have ever had any cancer with metastasis (including positive lymph nodes);
        - Must **not** have ever had a Medical Condition that required home oxygen or dialysis

   ii. Single Trip
      - The Single Trip Plan option covers You for Your specified insured Trip outlined on Your confirmation of insurance. Coverage begins on the policy application date as specified by You on the confirmation of insurance and terminates on the earlier of the policy Expiry Date as specified on the confirmation of insurance or the date You return to Your Departure Point.

B. Cancellations
   i. A refund of the premium paid may be requested under the following circumstances*:
      One of the reasons listed below AND all cancellation penalties are waived AND no claims have been/or will be submitted against the policy:
      - If the tour operator changes the dates of travel and You are unable to travel those dates; or
      - Tour Operator cancels the Trip and the trip is 100% refundable; or
      - You cancel Your Trip prior to any cancellation penalties.

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

C. Policy Changes
   i. Prior to Your Departure You can contact Your agent to change Your policy for the following reasons
      1. Increase Your sum insured; or
      2. Modify Your Departure and Return Date for the same booking date; or
      3. Add additional coverages (not all coverages may be modified such as but not limited to stability, cancel for any reason, etc)

SECTION II. SCHEDULE OF BENEFITS

All monetary funds outlined in this policy are in CDN unless otherwise stated

Trip Cancellation	Maximum Limit Trip Cancellation up to 100% of the amount outlined on Your confirmation for non-refundable pre-paid payments or deposits. The amount will be the lesser of the amount on Your confirmation or $25,000.
Trip Interruption*	Maximum Limit Trip Interruption up to 100% of non-refundable pre-paid payments or deposits up to a maximum outlined. If purchased as a stand-alone policy, the maximum limit will be the amount purchased and shown on the confirmation of insurance up to 100% of non-refundable pre-paid payments or deposits up to a $25,000 maximum. If any fare class option is added to the policy prior to the Departure Date, this would allow for the assistance company to begin at economy followed by premium economy and business/first class on the next available flight should it be required. If return to anywhere in Canada is added to the policy prior to the Departure Date, this would allow the request, should it be required, to be returned to any location in Canada and not your point of departure.
AD&D	Up to a maximum of $10,000 per coverage term / policy term. This benefit can be upgraded prior to Departure Date increasing the maximum to $50,000.
Baggage and Personal effects Loss	Amount purchased and outlined on confirmation of insurance up to a maximum of $5,000 per coverage term / policy term. When purchased with Trip Cancellation an automatic $200 benefit will be included with options to be upgraded prior to Departure Date increasing the maximum of $5,000.
Cancel for any reason	Must be added as an optional coverage to your trip cancellation policy and must be purchased within 7 days of your initial booking of the Trip. Can provide up to a maximum of 75% reimbursement of your pre-paid non-refundable trip cost if you cancel 24 hours or longer before your scheduled departure date.

*Can be purchased as a stand-alone policy

SECTION III. Trip Cancellation and Trip Interruption Insurance

Benefits specified below are provided upon the occurrence of an insured risk.

Any of the following occurrences that prevent You from departing, travelling or returning on the dates of the covered Trip is an insured risk.

If You cancel Your Trip prior to the Departure Date, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements You purchased for Your Trip and for which no credit or voucher was offered by the Travel Supplier provided the cancellation occurs while coverage is in effect for You and is due to any of the following covered Unforeseen reasons, as defined:

Conditions

At the time You purchase this insurance policy:

You must not know of nor be aware of any reason, circumstance, event, activity or medical condition affecting You, an Immediate Family Member, a Travel Companion, a Travel Companion's Immediate Family Member or a business partner/key employee which may eventually prevent You from starting and/or completing Your covered Trip as booked.

Insured Risks

1. Sickness, Injury, death or Quarantine of You, a Travel Companion, an Immediate Family Member, or a Travel Companion's Immediate Family Member.
2. Death or Emergency Hospitalization of a business partner, a key employee or a close friend occurring within 10 days of the contracted Departure Date or during the covered Trip.
3. Death or Emergency Hospitalization of Your host at Trip destination.
4. Complete cancellation of a cruise within 30 days of Your Departure Date by the cruise line when the cruise ship is rendered inoperative as a result of a collision at sea, an onboard fire or the complete breakdown of the ship's engines. The cruise ship must weigh a minimum of 10,000 tons and Your ticket must be issued and paid in full at the time of cancellation.
5. The relocation of Your principal residence or that of a Travel Companion by reason of an unforeseen transfer initiated by the employer with whom You, Your Spouse, a Travel Companion or a Travel Companion's Spouse are employed at the time of purchase of this insurance or the booking of the Trip. This insured risk does not apply to cases of self-employment or temporary contract work. Notification of the transfer must occur after the Effective Date of Your policy and the transfer must occur within 30 days of the Departure Date.
6. Involuntary loss of permanent employment without just cause by You, Your Spouse, a Travel Companion, a Travel Companion's Spouse, Your parent or legal guardian (if You are under 16 years of age) provided that, at the time You purchased this insurance or booked the Trip, the imminent loss was not public knowledge, nor were the aforementioned persons aware that such loss of permanent employment was imminent.
   This insured risk does not apply if employment began after this insurance was purchased or to cases of self-employment, temporary contract work, temporary layoffs, furloughs or if You were in the trial period for a new permanent employment.
7. Your principal residence or that of a Travel Companion is rendered Uninhabitable or Your place of business or that of a Travel Companion is rendered inoperative. This insured risk does not cover losses caused by Your intentional fault.
8. A new official travel notice issued by the Canadian Government to avoid non-essential travel or avoid all travel (Level 3 or 4) after this insurance was purchased and after You booked Your Trip, warning Canadian residents not to travel to, or advising to leave, a specific region or country that is part of Your covered Trip.
9. A delay that causes You to miss or interrupt any part of Your covered Trip when, the private or rented Vehicle which You are driving or in which You are a passenger, or a Common Carrier or a prepaid connecting flight aboard which You are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an Accident, provided that the Vehicle or the Common Carrier was scheduled to arrive at the contracted Departure or Return Point at least two hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the Departure or Return Date.
10. You or a Travel Companion are the victim of a hijacking during Your covered Trip.

Benefits for Trip Cancellation

You must report the cancellation of Your covered Trip immediately. See Section XI – How to File a Claim for instructions.

When the insured risk occurs before Your Departure Date this policy provides for payment of one of the following amounts specified below, up to the maximum described in the Schedule of Benefits.

Coverage Offered:

1. The non-refundable portion of unused insured Travel Arrangements that You have paid for prior to Your Departure Date This benefit applies to insured risks 1 to 9; or
2. The penalty fee charged for the reinstatement of the unused travel points. This benefit applies to insured risks 1 to 9: or
3. Upgrade expenses for the extra cost of the next occupancy charge when any of the insured risks 1 to 9 prevents a Travel Companion from departing on the covered Trip and You elect to continue with the covered Trip; or
4. Reasonable transportation costs for You to travel to the destination of Your covered Trip by the most direct route if You miss the contracted departure due to the occurrence of insured risk 1, 2, 7 or 9;

Special Conditions: In the event of a Trip Cancellation claim, You must advise the Travel Supplier and Us as soon as possible in the event of a claim or of learning of a potential need to cancel Your Trip prior to Your Departure Date, whichever is sooner. Only the sums that are non-refundable on the day the insured risk occurs shall be considered for the purpose of the claim. Moreover, this policy will not reimburse losses for which a credit was offered by the travel supplier (whether You accepted it or not).

Benefits for Trip Interruption

You must report the interruption of Your covered Trip immediately. See Section XI – How to File a Claim for instructions.

When the insured risk occurs after departure, this policy provides for payment of the following benefits:

1. If You must return earlier or later than the Return Date due to the occurrence of insured risk 1, 2, 3, 7, 8, 9 or 10:
    a. up to the cost of a one-way economy airfare to the contracted point of departure or the fee charged by the airline to change Your contracted date of return as shown on Your current and usable ticket, whichever is less; and
    b. the non-refundable portion of unused travel arrangements (if any) paid prior to Your Departure Date

    Note: This benefit does not reimburse the unused portion of any travel ticket.

2. If You miss part of the covered Trip due to the occurrence of insured risk 1, 2, 3, 8, 9 or 10:
    a. reasonable and Additional Transportation Costs for You to rejoin the tour or group by the most direct route; and
    b. the non-refundable portion of other unused travel arrangements paid prior to Your contracted date of departure.

When an applicable insured risk occurs, the insured is eligible for interruption benefits 1 or 2 above.

3. When an insured risk occurs, You will also be reimbursed for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of $1,500, subject to a limit of $150 per day, provided:
    a. You miss part of a covered Trip; or
    b. You or an insured Travel Companion's return to the Departure Point is delayed beyond the contracted date of return; or
    c. You must return earlier than the Return Date

    To file a claim for such expenses, You must supply original receipts from commercial organizations.

In the event of Your death, up to a maximum benefit of $5,000 towards the actual cost incurred for preparation of remains, homeward transportation of the deceased Insured Person to their province or territory of residence; or cremation and/or burial at the place of death of the Insured Person. The cost of the casket or urn is not covered by this benefit.

Benefits for Flight Itinerary Schedule Change

Covered Risks

If an unexpected and unplanned change in the schedule (not a flight delay) of Your confirmed, prepaid and ticketed flight reservations is announced, You will be reimbursed any additional expenses incurred for Your re-scheduled flight(s) arising under the following conditions:

a. when a change by any of the non-aligned air carriers providing a portion of the air transportation for Your covered Trip requires You to re-schedule a flight to complete Your covered Trip; or
b. when Your original flight itinerary, not forming part of a fly-cruise package, is changed more than 72 hours prior to departure, and You incur additional expenses for new flight arrangements to join Your cruise embarkation at the point of cruise departure.

This coverage applies to any flight that is part of Your covered Trip, from Your Departure Date and Departure Point up to and including Your Return Date to Your original point of departure, subject to one Flight Itinerary Schedule Change per connecting point in the covered Trip, to a maximum of $1,200 per covered Trip.

Benefits

The Insurer will reimburse to You, for re-scheduled flights forming part of the covered Trip, the lesser of the difference in cost (including usual and customary agency service fees, if normally applicable for similar reservation services) between Your refundable and/or unusable ticket(s) and the cost of:

a. the change fee for Your new ticket, charged to You by the agency and/or air carrier(s) involved to bring You to the next connecting point or the point of initial cruise embarkation as shown on Your original ticket itinerary; or

b. a one-way economy ticket by the most cost-effective route, charged to You by the agency and/or air carrier(s) involved to bring You to the next connecting point or to the point of initial cruise embarkation on Your original ticket itinerary.

Automatic Extension

The Policy Period will automatically be extended for up to 72 hours at no extra charge for a delay considered to be beyond Your control (e.g. Accident, vehicle breakdown, flight delay, hospitalization).

Limitations and Restrictions

1. **Coverage Limited to non-refundable Sums –** Failure to notify the Travel Supplier may limit benefits payable to You. Only the sums that are non-refundable on the day the insured risk occurs shall be considered for the purpose of the claim.
2. Cancellation or interruption of Your Trip as the result of an Emergency medical condition requires written verification from the attending Physician in the locality where the Emergency medical condition occurs, complete with the diagnosis and the medical necessity for cancellation or interruption of Your Trip and must be completed on the day the cause of cancellation or interruption occurs. (This condition does not apply in the case of cancellation under the «Cancel for any reason» option.).
3. **Condition Precedent to Liability –** It is a condition precedent to the Insurer's liability under this policy that at the time of application and at the time of booking any Trip:
    a. You know of no reason for You, an Immediate Family Member, a Travel Companion, or a Travel Companion's Immediate Family Member, to seek medical attention;
    b. You and Your Travel Companion(s) must be deemed fit to undertake and complete the covered Trip as booked.
4. Penalties Applicable to Your Trip - Prior to paying the deposit or the full amount of Your covered Trip, You must have in Your possession, printed and documented evidence that clearly outlines the details of all the penalties that are applicable to the cancellation and/or interruption of Your covered Trip.
5. Flight Itinerary Schedule Change:
    a. At the time of booking, You and/or Your supplier of travel services must be completely unaware of any pending announcement regarding a Flight Itinerary Schedule Change that is applicable to Your covered Trip.

b. You must make new flight arrangements within five business days of the Flight Itinerary Schedule Change announcement made to You or Your supplier of travel services by the air carrier(s) involved to bring You to the next connecting point or to the point of initial cruise embarkation on Your original ticket itinerary.
c. This coverage is applicable only to the schedules of air carriers that, on the date of booking the covered Trip, are duly authorized by appropriate and governing air transportation authorities.
d. Local and standard minimum airline connecting time rules and procedures, as well as printed instructions for re-confirmation for the covered Trip, must be respected and adhered to.

Exclusions for Trip Cancellation and Interruption Insurance

Please refer to Section VIII - Exclusions.

How to Report a Trip Cancellation or Interruption

1. You must substantiate Your claim by providing all required documents. Failure to do so may result in non- payment of Your claim. The Insurer is not responsible for charges levied in relation to any such documents. Note that incomplete documentation will be returned to You for completion.
2. The Physician recommending cancellation, interruption or delay of the covered Trip must be Your personal Physician or a Physician actively and personally attending to Your care.
3. You must call Your Travel Supplier on the day the insured risk occurs or on the next business day to advise them of Your cancellation or interruption. Failure to do so may limit the benefits payable to You. Only the non-refundable prepaid amounts that apply on the day the insured risk occurs shall be considered for the purpose of Your claim.
4. You then need to contact the Company by telephone, and be prepared to provide the following information:
    a. Your name;
    b. Your policy number;
    c. the insurance plan You purchased;
    d. Your contracted dates of travel for the covered Trip;
    e. the reason why You are cancelling or interrupting Your covered Trip;
    f. the telephone, fax number and/or email address where You can be contacted immediately.
5. Once You have reported the cancellation or interruption of Your covered Trip (as described in 3 and 4 above), You must submit the documents requested by LS.

SECTION IV. Accidental Death and Dismemberment Insurance

Coverage Offered

Accidental Death and Dismemberment Insurance

We will pay the percentage of the Principal Sum indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip.

Loss of	% of Principal Sum
Life	100%
Both Hands or Both Feet	50%
Sight of Both Eyes	50%
One Hand and One Foot	50%
Either Hand or Foot and Sight of One Eye	50%
Speech and Hearing in Both Ears	50%
Either Hand or Foot	50%
Sight of One Eye	50%
Quadriplegia	50%
Paraplegia	50%
Uniplegia	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Either Hand	25%

The Loss must occur within 365 days of the date of the Accident, which caused Injury. The Accident must occur while You are on Your Trip and is covered under this policy.

If more than one Loss is sustained by You as a result of the same Accident, only one amount, the largest applicable to the Losses incurred, will be paid. We will not pay more than 100% of the Maximum Benefit Amount shown in the Scheduled of Benefits for all Losses due to the same Accident.

Loss with regard to:

a) hand(s), or foot/feet, means actual severance at or above a wrist joint proximal to the elbow or actual severance at or above the ankle proximal to the knee, respectively
b) eye or eyes means total and irrecoverable Loss of entire sight thereof in that eye
c) speech means entire and irrecoverable Loss of speech
d) hearing means entire and irrecoverable Loss of hearing in both ears
e) thumb and index finger means complete severance through or above the joint that meets the palm.

Plegia means a permanent, complete and irreversible loss of voluntary movement that affects motor function of two or more limbs. We may require proof of total plegia on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

1. Flight Accident Insurance

Death or dismemberment as a result of Injury sustained during the covered Trip while You are:

a. travelling as a passenger, not as pilot or crew member, aboard an aircraft, up to a sum insured of $50,000; or
b. travelling as a passenger, not as pilot or crew member, aboard an aircraft operated by the Canadian Armed Forces or its British or American counterparts, up to a sum insured of $50,000.

2. Common Carrier Accident Insurance

Death or dismemberment as a result of Injury sustained during the covered Trip while You are:

a. on airport premises immediately prior to boarding or after alighting from an aircraft, up to a sum insured of $25,000;
b. travelling as a passenger in an airport limousine, bus or other ground Vehicle provided or arranged for by the airline or airport authority for the purpose of boarding or alighting from an aircraft, up to a sum insured of $50,000; or
c. travelling to or from the airport in connection with a flight that is part of Your covered Trip as a fare-paying passenger (not as pilot, driver or crew member) aboard a Common Carrier which is involved in an Accident, up to a sum insured of $50,000.

3. 24-Hour Accident Insurance

a. Death or dismemberment as a result of Injury sustained during the covered Trip while You are in any situation other than those listed in Flight Accident Insurance and Common Carrier Accident Insurance above (and not otherwise excluded from coverage under this policy), up to a sum insured of $25,000.

4. Exposure and Disappearance due to Accident

a. If You are unavoidably exposed to the elements due to an Accident resulting in the disappearance, sinking or damage of a Common Carrier aboard which You are a passenger and if, as a result of such exposure, You sustain a loss for which benefits would otherwise be payable, such loss will be covered by this policy.
b. If You disappear due to an Accident resulting in the disappearance, sinking or damaging of a Common Carrier aboard which You are a passenger and if Your body is not found within 52 weeks of such Accident, the Insurer shall presume that You sustained loss of life as a result of Injury covered by this policy subject to there being no evidence to the contrary.

Benefits

The greatest of the following benefits is payable for all losses resulting within 100 days from the date of a single Accident described in A. Coverage Offered above and as a direct result thereof:

c. 100% of the sum insured if one single Accident results in the loss of life, dismemberment of two limbs or loss of sight in both eyes.

Note: The benefit for dismemberment of two limbs or loss of sight in two eyes is payable only if such dismemberment results directly from a single Accident.

d. 50% of the sum insured for dismemberment of one limb or loss of sight in one eye.

Note: "Loss" in reference to dismemberment means the actual, complete severance at or above the wrist or ankle joint. Loss of sight means the complete and irrecoverable loss of eyesight, which loss cannot be substantially corrected or remedied through simple Treatment or corrective lenses.

Limitations and Restrictions

1. **Coverage Limited to Greatest Loss -** Should more than one covered loss be sustained as the direct result of a single Accident, only the largest of the benefits is payable.
2. **Coverage Limited to Sum Insured -** The total benefits payable for one or more Accidents occurring during the same covered Trip shall not exceed the sum insured.
3. **Excess Coverage -** If the total amount of all Accident insurance coverage that You purchase from the Insurer with respect to the same covered Trip exceeds $50,000 in the aggregate, then any such excess is void and the Insurer's only liability with respect to such excess will be to refund the premiums relating to such excess insurance coverage.

Exclusions for Accidental Death and Dismemberment Insurance

Please refer to Section VIII - Exclusions.

SECTION V. Travel Baggage (optional)

Coverage Offered

Loss of, or damage to, the baggage and personal effects You own and use by reason of theft, burglary, fire or transportation hazards during the covered Trip, to a maximum sum insured of what was selected at time of purchase. The Insurer will reimburse eligible expenses only in excess of those reimbursable under any other source. The amount will be limited to the amount purchased and outlined on confirmation of insurance up to a maximum of $5,000.

Benefits

The Insurer reserves the right to repair or replace damaged or lost property with other property of like quality and value and shall not be liable beyond the actual cash value of such property at the time of loss or damage. When, after a reasonable period of time, property lost by the Common Carrier is not found, any claim will be assessed and paid.

1. **Personal Effects** - The actual cash value or $500, whichever is less, in respect of any one item or set of items. Jewelry, cameras (including camera equipment), or sports equipment are respectively considered a single item.
2. **Document Replacement** - Reimbursement of the cost of replacing one or more of the following documents, to a maximum of $400, in the event of loss or theft: passport, driver's license, birth certificate or travel visa.
3. **Baggage Delay -** Up to $200 to purchase necessary toiletries in the event that Your checked baggage is delayed by the Common Carrier for more than 12 hours while on route and before returning to Your contracted Departure Point. To file a claim, You must supply proof of delay of checked baggage from the Common Carrier and original purchase receipts.

Limitations and Restrictions

1. **Total Benefits Limited to the Actual Expenses –**
   a. The total benefits paid to You from all sources cannot exceed the actual expense which You have incurred.

How to Report a Claim

1. In the event of a loss due to theft, burglary, robbery or malicious mischief, You must notify and obtain supporting documentary evidence from the policy immediately upon discovery. Failure to report the loss to the policy shall invalidate any claim under this insurance for such loss.

2. You must substantiate Your claim by providing all required documents. Failure to do so may result in non-payment of Your claim. The Insurer is not responsible for the charges levied in relation to any such documents. Note that incomplete documentation will be returned to You for completion.

SECTION VI. Cancel for Any Reason (optional)

We will reimburse You, up to the maximum benefit amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements You purchased and paid for Your Trip, when You cancel Your Trip prior to Departure Date for any reason not otherwise covered , provided the following conditions are met:

1. You purchase the Cancel for Any Reason Benefit within seven (7) days from Your initial booking of the Trip; and
2. You insure the total cost of all prepaid non-refundable Travel Arrangements that are subject to cancellation penalties and/or restrictions; and
3. You insure the full cost of any subsequent arrangements added to Your Trip within seven (7) days of the date of Your payment for any such subsequent Travel Arrangements; and
4. You cancel Your Trip no later than one (1) day, 24 hours, prior to the Departure Date of Your Trip.

You can only purchase this benefit at the time of initial purchase of this policy and within seven (7) days of the initial Trip booking

This coverage will be terminated, and no benefits will be paid under this Cancel for Any Reason benefit if the total cost of all prepaid non-refundable Travel Arrangements, including any subsequent arrangements added to Your Trip, is not insured.

Special Conditions: In the event of a Cancel for Any Reason claim, You must advise the Travel Supplier and Us as soon as possible in the event of a claim or of learning of a potential need to cancel Your Trip prior to Your Departure Date, whichever is sooner.

We will not pay benefits for any additional penalty charges incurred that would not have been imposed had You notified the Travel Supplier and Us within the specified period. If You are unable to provide cancellation notice within the required timeframe, You must provide proof of the circumstance that prevented timely notification.

These benefit(s) will not duplicate any other benefits payable under the policy or any coverage(s) attached to the policy.

SECTION VII. DEFINITIONS

Accident – a fortuitous, sudden, unforeseen, and unintentional event exclusively attributable to an external cause resulting in bodily Injury with an identifiable time and place associated.

Additional Transportation Cost – the actual cost incurred for one-way economy transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by Common Carrier by the most direct route, less any refunds paid or payable, for Your unused original tickets.

Common Carrier – regularly scheduled air, land, sea conveyance operated under a license for the transportation of passengers not including taxicabs or rented, leased or privately owned motor vehicles.

Company – LS-Travel Insurance Company.

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 to leave on their Trip from their Home Province / Territory Canada, Your Primary Residence. This date is specified in the itinerary or other travel documents

Departure Point – the location from which You begin the insured Trip.

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 Date 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 III of this policy.

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

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 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.

LS – the authorized emergency assistance LS-Travel Assistance.

Medical Treatment – examination or Treatment by a 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.

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

Natural Disaster – a flood, tsunami, cyclone, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, named winter storm, severe hailstorm, fire, wildfire or blizzard; all of which are due to natural causes.

Payments or Deposits – the cash, check, or credit card amounts actually paid for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

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. A Physician includes a nurse practitioner but does not include a naturopath, homeopath or acupuncturist.

Policy Effective Date –the later of:
a) The date coverage begins as per Your confirmation of insurance.
b) The date Your application is approved and accepted by the insurer.

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 Home Province/Territory or if in the Trip is in the same Province/Territory it is a return to your Primary Residence.
b. The Return Date shown on Your confirmation of insurance. This date is specified in the itinerary or other travel documents.

Pre-existing condition – A medical or dental condition 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.

Quarantined – You or Your Traveling Companion Immediate Family Member, service pet are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease due to You or Your Traveling Companion, Family Member either having, or being suspected of having an contagious disease, infection or contamination while traveling outside of his/her country of Primary Residence.

An embargo preventing You or Your Traveling Companion Family Member from entering a country is not a quarantine.

Reasonable and Customary Charges means expenses which:
a) are charged for repair, Treatment, supplies, or medical services Medically Necessary to Treat the Insured Person's condition or damage to vehicle; and
b) do not exceed the usual level of charges for similar repair, 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.

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.

Return Date – The earliest date of:

a) Your Termination/Expiry Date on the confirmation of insurance. This date is specified in the, itinerary or other travel documents;
b) the date You return to Your Home Province/Territory
c) the date on which You are scheduled to return to the point where Your Trip started or to a different specified return destination.
d) the date on which You are originally scheduled to return from Your Trip to the point of origin.

Return Point –Your final destination as shown in the itinerary or other travel documents and the place to which You expect to return from Your Trip.

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 is calculated at the date of purchase of the insurance. A standard 180 days with the option to reduce to 90 days, 60 days, 7 days.

NOTE: 7-day rider option can only be purchased within 7 days of booking date.

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 Arrangements – (a) transportation; (b) accommodations; and (c) other specified services arranged for Your Trip

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.

Travel Supplier – any entity or organization that coordinates or supplies Travel Arrangements for the Insured:

Treat/Treatment – a medical, therapeutic or diagnostic procedure ordered performed or recommended by a Physician, including but not limited to prescription medication, surgery or investigative testing that results in a diagnosis of a specific medical condition. Treatment does not include Minor Ailment.

Trip – Your travel for which the premium under this policy has been paid and coverage is in effect. The Trip has a defined Departure Date and Return Date. A scheduled Trip must be;

a) 2 years or 731 days or less in length;
b) all Travel Arrangements are arranged prior to the Departure Date;
c) with a per person cost of $25,000 or less; and
d) is 300km or more from Your Primary Residence.

Trip Booking Date – the date that you booked Your Trip with or without any refundable deposits.

Uninhabitable:

(1) the building structure itself is unstable and there is a risk of collapse in whole or in part; or

(2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or

(3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; or

(4) the property is without electric gas, sewer service or water; or

(5) local government authorities have issued a mandatory evacuation; or

(6) the destination is inaccessible by the mode of transportation as shown on the travel documents or itinerary.

Unforeseen – not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

US/We – LS-Travel Insurance Company.

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 insurance and who is insured under the policy.

SECTION VIII. EXCLUSIONS

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. **Exclusions due to pre-existing medical conditions:** Any Sickness, Injury or medical condition (other than a Minor Ailment) that was not Stable at any time during the 180 days prior to the date of purchase of Your Travel Arrangements unless a reduced stability has been selected at time of purchase. Options include 90, 60 and 7 days.

This exclusion applies to You and the following persons: an Immediate Family Member, a Travel Companion, a Travel Companion's Immediate Family Member, or a business associate.

2. **Foreseeable treatment:** Any Injury, Sickness or medical condition which, prior to the date of purchase of Your Travel Arrangements:
    a. was such as to render medical consultation or Hospitalization expected;
    b. which has been shown, by prior medical history, as probable or certain to occur.
3. **Expenses and normal insurance:** Expenses for which no charge would normally be made in the absence of insurance.
4. **Criminal Act:** Committing or attempting to commit an illegal act or a criminal act.
5. **Act of war and civil unrest:** Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
6. **Labour disruptions or strikes:** Labour disruptions or strikes (legal or illegal).
7. **Pending treatment or failure to comply with a prescribed treatment:** Sickness, Injury or medical condition if You, a Travel Companion or an Immediate Family Member of You or Your Travel Companion are awaiting or undergoing any surgery, medical test(s) examination(s), monitoring or consultation prior to the date of purchase of Your Travel Arrangements:
    a. for an existing medical condition, other than a regular medical check-up. (In the eventuality of a claim, the dates of the last and next medical check-up must be provided.);
    b. for a new or changed medical condition which may eventually cause You, a Travel Companion or an Immediate Family Member of You or Your Travel Companion to seek medical attention.
8. **Use of Drugs and other intoxicating treatment:** Medication, drugs or toxic substance abuse or overdose (whether or not You are sane); alcohol abuse, alcoholism or an Accident while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 milliliters of blood.
9. **Suicide and intentional injury**: Suicide (including any attempt thereat) or self-inflicted Injury whether or not You are sane.
10. **Mental disorders:** A disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless You are Hospitalized on the date of occurrence for the event that caused a Trip cancellation.
11. **Pending treatment of failure to comply with a prescribed treatment:** Any expenses when the Trip is undertaken for the purpose of securing or with the intent of receiving medical or Hospital services, whether or not such Trip is taken on the advice of a Physician or surgeon.
12. **Cancel Trip, interruption, of the trip or delay due to such person's medical condition:** A Trip undertaken for the purpose of visiting a sick or injured person when the covered Trip is cancelled, interrupted or delayed due to such person's medical condition or death therefrom.

13. **Pregnancy:** Treatment or Hospitalization of mother or child(ren) as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the nine weeks before and/or after the expected delivery date.
14. **A return delayed:** A return delayed more than 10 days beyond the contracted date of return, unless You, an Immediate Family Member or a Travel Companion were Hospitalized for at least 48 consecutive hours within the 10-day period.
15. **Public notice with regard of travel:** Sickness, Injury or medical condition You suffer or contract in a specific country, region or area for which the Department of Foreign Affairs and International Trade of the Canadian Government has issued an official travel warning, before Your Departure Date, advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the Canadian Government issues an official travel warning after Your Departure Date from Canada, Your coverage for Sickness, Injury or medical condition is limited to a period of 10 days from the date the travel warning was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area. In this exclusion ‘‘Sickness, Injury or medical condition’’ means any Sickness, Injury or medical condition that is attributable to the reason for which the official travel warning was issued or complications arising from such Sickness, Injury or medical condition.
16. **Any cause or event that have been expected reasonably:** Any cause or event which might reasonably have been expected to necessitate the immediate return of the insured.
17. **Aerial Transport:** Flight Accident (unless You are travelling as a fare-paying passenger on a commercial airline).
18. **Sports as a professional athlete or competitive motorized sporting events:** Participation in:
    a. any sports as a professional athlete (person who engages in an activity as one’s main paid occupation);
    b. any competitive motorized sporting events, racing or speed contests.
19. **Parachute:** Injury sustained while making a parachute jump for any purpose other than to save Your life.
20. **Illegally acquired property:** Property illegally acquired, kept, stored or transported.
21. **Glasses, contact lenses and other personal devices:** The purchase or replacement cost (prescribed or not) loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
22. **Moths, vermin, deterioration or wear and tear:** Loss or damage resulting from moths, vermin, deterioration or wear and tear.
23. **Imprudent action or omission:** Loss or damage caused by any imprudent action or omission by You.
24. **Another insurance policy:** Belongings insured under another insurance policy.
25. **Voucher or credit from the tour operator/ airline:** A credit or voucher available from or offered by the Travel Supplier, (whether you have accepted it or not) is considered a refund under Section III – Trip Cancellation and Trip Interruption coverage. You cannot claim the value of such credit or voucher.
26. Losses recovered or which are recoverable from any other source, including but not limited to, any government program, compensation fund, any private insurance, or any insurance from any other third party, in which cases this insurance acts as last payor
27. **Fraud** or attempted fraud, concealment or misrepresentation of any material fact affecting this insurance or in connection with the making of any claim.

SECTION IX. PAYMENT OF CLAIMS

To facilitate prompt claims settlement:
For all claims, please contact LS-Travel Insurance 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 in Canadian dollars 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. 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 persons'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: This policy is designed to reimburse the 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. 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. Moreover, this policy will not reimburse losses for which a credit was offered by the travel supplier (whether You accepted it or not).

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.

SECTION X. GENERAL PROVISIONS

Entire Contract: Changes: This policy, confirmation of insurance 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.

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.
Should it be determined that the Insured Person was not eligible for coverage, the Insurer retains the right of recovery for all and any amount paid for in good faith to the benefit of the Insured Person. Administrative expenses incurred by the Insurer to recover such sums are also payable by 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.

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 - PERSONAL INFORMATION:

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 benefit

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 XI. 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