

# SUPPLEMENTAL TRIP CANCELLATION & TRIP INTERRUPTION INSURANCE PLAN CERTIFICATE OF INSURANCE



**AMEX® TRAVEL INSURANCE** 

#### INTRODUCTION

Supplemental Trip Cancellation & Trip Interruption Insurance for AMEX Cardmembers and insured persons.

THIS COVERAGE IS SUPPLEMENTAL TO THE TRIP CANCELLATION & TRIP INTERRUPTION COVERAGE PROVIDED ON THE CARDMEMBER'S AMEX CARD.

**IMPORTANT – PLEASE READ:** This Certificate of Insurance is a valuable source of information and contains provisions that may limit or exclude coverage. Please read this Certificate of Insurance, keep it in a safe place and carry it with *you* when *you* travel.

Amex Bank of Canada has been issued group insurance policy **PSI047402221** for Supplemental Trip Cancellation & Trip Interruption Insurance coverage by Royal & Sun Alliance Insurance Company of Canada (the "Insurer") to protect *your* travel investment prior to departure and cover certain other expenses incurred by *you* while outside *your* Canadian province or territory of residence. This Certificate of Insurance summarizes the provisions of the group insurance policy applicable to *your* AMEX Travel Insurance – Supplemental Trip Cancellation & Trip Interruption Plan.

#### RIGHT TO EXAMINE INSURANCE

You have the right to cancel this Certificate of Insurance within 10 days of receipt and receive a full refund. Upon such request, this Certificate of Insurance will be considered to never have been in effect and the Insurer will have no liability under this insurance. You must notify us immediately if you wish to cancel your coverage and written confirmation must be received within 10 days of receipt of the Certificate of Insurance. If your Certificate of Insurance was mailed to you, you have a maximum period of 15 days from the date the Certificate of Insurance was posted.

All italicized terms have the specific meaning explained in the "Definitions" section of this Certificate of Insurance.

#### IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances and *emergencies*. It is important that *you* read and understand *your* Certificate of Insurance before *you* travel as *your* coverage may be subject to certain limitations or exclusions.
- A pre-existing exclusion applies to *medical conditions* and/or symptoms that existed prior to *your trip*. Check to see how this applies in *your* Certificate of Insurance and how it relates to *your* departure date, date of purchase, or *effective date*.
- The *basic Cardmember* is responsible for this insurance coverage, including coverage bound by any purchases made by a *supplementary Cardmember* below the age of majority.
- In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.
- For trip cancellation coverage, only the *trip* costs charged on the *Cardmember's Card* will be considered for reimbursement, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered.
- For trip interruption/trip delay coverage, benefits are payable to *you* as long as any portion of the *trip* costs are charged to the *Cardmember's Card*, up to the benefit maximum.
- This Certificate contains clauses which may limit the amounts payable.
- The policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

PLEASE READ YOUR CERTIFICATE OF INSURANCE CAREFULLY BEFORE YOU TRAVEL.

#### WHAT TO DO IN AN EMERGENCY?

If you have an emergency, you can call Global Excel.

Global Excel can be contacted 24 hours a day, 7 days a week by calling:

1-844-780-0501 toll-free from the US & Canada, or +819-780-0501 collect from anywhere in the world.

#### **DEFINITIONS**

Throughout this Certificate of Insurance, all *italicized* terms have the specific meaning explained below.

**Accidental bodily injury** – means bodily injury caused by an accident of external origin occurring during the *period of insurance* and being the direct and independent cause of the loss.

**Accommodation** – means an establishment providing commercial accommodations or in the business of operating a vacation rental marketplace and hospitality service for the general public.

**Basic Cardmember** – means the person in whose name Amex Bank of Canada has opened a *Card* account and does not include a *supplementary Cardmember*, provided always that the basic Cardmember's *Card* account privileges have not expired, been revoked, terminated or suspended.

**Business meeting** – means a meeting, trade show, training course, or convention scheduled before *your effective date* between companies with unrelated ownership, pertaining to *your* full-time occupation or profession and that is the sole purpose of *your trip*. Legal proceedings are not considered to be a *business meeting*.

**Card** – means the valid American Express credit or charge Card issued to *you* in Canada by Amex Bank of Canada that has embedded Trip Cancellation & Trip Interruption Insurance benefits at no additional charge (please refer to *your* certificate of insurance).

**Cardmember** – means a holder of a valid Basic or Supplementary *Card* issued in Canada by Amex Bank of Canada.

**Caregiver** – means the permanent, full-time person entrusted with the well-being of *your* dependent(s) and whose absence cannot reasonably be replaced.

**Catastrophic event** – means total eligible Cancellation & Interruption Insurance claims arising directly or indirectly from an *act of terrorism*, or series of *acts of terrorism*, occurring within a 72-hour period that exceed \$1,000,000.

**Change in medication** – means the addition of any new prescription drug, the withdrawal of any prescription drug, an increase in the dose of any prescription drug or a decrease in the dose of a prescription drug.

#### **Exceptions:**

- an adjustment in the dosage of insulin or Coumadin (Warfarin), if you are currently taking these drugs;
- a change from a brand name drug to an equivalent generic drug of the same dosage.

**Common carrier** – means any land, water, or air conveyance operated under a license for the transportation of passengers for hire and for which a ticket has been obtained. Common carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, cruise and/or recreational activity, regardless of whether such conveyance is licensed. Rental vehicles are not considered common carriers.

**Contamination** – means the poisoning of people by nuclear, chemical and/or biological substances which causes illness and/or death.

**Departure point** – means the place from which *you* depart *your* Canadian province or territory of permanent residence on the first day, and return to on the last day of *your* intended *trip*.

**Dependent child(ren)** — means an unmarried natural, adopted, step or foster child of the *Cardmember* or his or her *spouse* who is, on the *effective date*, at least 15 days old, dependent on the *Cardmember* or his or her *spouse* for support and:

- · is under 21 years of age;
- · is a full-time student who is under 25 years of age; or
- has a permanent physical impairment or a permanent mental disability.

**Effective date** – means the date and time the required premium is paid as indicated on *your* Confirmation of Insurance.

**Emergency** – means any sudden and unforeseen event that begins during the *period of insurance* and makes it necessary to receive immediate treatment from a licensed *physician* or to be hospitalized. An *emergency* ends when we determine that *you* are medically able to return to *your departure point*.

**Global Excel** – means Global Excel Management Inc., the company appointed by the Insurer to provide claims and assistance services.

**Government health insurance plan** – means the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

Hospital – means an establishment that is licensed as an accredited hospital, is operated for the care and treatment of in-patients, has a Registered Nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the establishment. Hospital does not mean any establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

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

**Insured person** – means any of the following persons: the *Cardmember*, the *Cardmember's spouse*, or the *Cardmember's dependent child*.

**Key employee** – means an employee whose continued presence is critical to the ongoing affairs of the business during *your* absence.

**Medical condition** – means accidental bodily injury or sickness (or a condition related to that accidental bodily injury or sickness), including disease, acute psychoses and complications of pregnancy occurring within the first 31 weeks of pregnancy.

**Mountain climbing** – means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabiners and lead-rope or top-rope anchoring equipment.

**Passenger plane** – means a certified multi-engined transportation aircraft provided by a regularly scheduled airline on any regularly scheduled trip operated between licensed airports and holding a valid Canadian Air Transport Board or Charter Air Carrier licence, or its foreign equivalent, and operated by a certified pilot.

**Period of insurance** – means the period of time between your effective date and your return date.

**Physician** – means someone who is not *you* or a member of *your immediate family* who is licensed to prescribe drugs and administer medical treatment (within the scope of such license) at the location where the treatment is provided. A *physician* does not include a naturopath, herbalist, chiropractor or homeopath.

**Prescription drugs** – means drugs and medicines that can only be issued upon the prescription of a *physician* or dentist and are dispensed by a licensed pharmacist. *Prescription drugs* does not mean such drugs or medicine, when *you* need (or renew) them to continue to stabilize a condition which *you* had before *your trip*, or a chronic condition.

**Professional** – means engaged in a specified activity as *your* main paid occupation.

**Return date** – means the date on which *you* are scheduled to return to *your departure point*. This date is shown on *your* Confirmation of Insurance.

**Ridesharing services** – mean transportation network companies in the business of providing peer-to-peer ridesharing transportation services through digital networks or other electronic means for the general public.

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

**Stable** – means any *medical condition* or related condition (including any heart condition or any lung condition) for which there has been:

- a) no new treatment, new medical management, or new prescribed medication; and
- b) no change in treatment, change in medical management, or *change in medication*; and
- no new symptom or finding, more frequent symptom or finding, or more severe symptom or finding experienced;
- d) no new test results or test results showing a deterioration; and
- e) no investigations or future investigations initiated or recommended for *your* symptoms; and
- f) no hospitalization or referral to a specialist (made or recommended).

**Supplementary Cardmember** – means an authorized user of the *Card* account.

**Terrorism** or **Act of terrorism** – means an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

**Travel supplier** – means a travel agent, a tour operator, a travel wholesaler, an airline, a cruise line, a provider of ground transportation, a provider of travel accommodations who is legally authorized and licensed to sell travel services to the general public.

**Travelling companion** – means the person other than *your spouse* or *dependent child* who is sharing travel arrangements with *you* to a maximum of three persons.

**Trip** – means a period of travel outside *your* Canadian province or territory of residence for which:

- a) There is a departure point and a destination; and
- b) There are predetermined and recorded beginning and ending dates; and
- c) Any portion of the prepaid travel arrangements was charged to the *Cardmember's Card* prior to *your* departure.

Note: For trip cancellation coverage, only the prepaid travel arrangements charged to the *Cardmember's Card* will be considered for reimbursement, up to the benefit maximum. Any expenses incurred using other payment sources will not be considered. For trip interruption/trip

delay coverage, benefits are payable to *you* as long as any portion of the prepaid travel arrangements are charged to the *Cardmember's Card*, up to the benefit maximum. This definition is extended to include a *common carrier* ticket or *accommodations* obtained through the redemption of points earned under the *Card* reward program.

**We, us** and **our** refer to Royal & Sun Alliance Insurance Company of Canada (the Insurer) or *Global Excel*, as applicable.

**You, yourself** and **your** refer to the *insured person*.

#### WHO IS ELIGIBLE FOR THIS INSURANCE?

- This insurance must be:
  - a) Purchased the same day you book your trip or prior to any cancellation penalties being in effect;
  - Purchased prior to the date of departure from your province or territory of residence;
  - c) Purchased by a Cardmember with a Card account for a trip where any portion of the trip costs was paid with the Card, or by redeeming points earned under the Card reward program provided any applicable taxes are charged to the Card.
- You must meet the following conditions to be eligible for this insurance:
  - a) You must be a Cardmember, a Cardmember's spouse, or a Cardmember's dependent child;
  - b) You must be a Canadian resident and be covered by the government health insurance plan of your Canadian province or territory of residence for the entire duration of your trip.

#### HOW DO YOU ENROLL AND BECOME INSURED?

The *Cardmember* may apply for coverage through the Enrollment Centre by calling 1-866-587-1029 or by applying online and charging the required premium to the *Cardmember's Card*.

If *you* have paid insufficient premium, the duration of coverage will be decreased to the period that would have been provided for the premium paid, starting on *your effective date*.

# HOW DO *YOU* PAY FOR COVERAGE OR GET A REFUND?

#### **Premium**

Coverage is valid upon payment of premium and subject to the eligibility requirements. The required premium must be paid before *your effective date* by charging *your Card* account. Coverage will be null and void if *your Card* charges are invalid.

#### Refunds

Cancellation requests must be made in writing to *us*, including *your* certificate number, found on your Confirmation of Insurance, to 650-2665 King Ouest, Sherbrooke, QC J1L 2G5.

The premium *you* paid can be refunded only if *your trip* is cancelled before *you* depart on *your trip* and:

the *travel supplier* cancels *your trip* and all penalties are waived; or

- the travel supplier changes the travel dates and you are unable to travel on these dates and all penalties are waived; or
- you cancel your trip before any cancellation penalties are in effect.

#### WHAT COVERAGE IS AVAILABLE?

This insurance provides coverage <u>in addition</u> to the Trip Cancellation & Trip Interruption insurance provided on *your Card*, whenever any portion of the *trip* costs (before any cancellation penalties have been incurred) is paid with *your Card* or paid using points earned under the *Card* reward program provided any applicable taxes are charged to the *Card*. Note: *Trips* will not be covered for Trip Cancellation or Trip Interruption, if purchased with points from a reward program other than the *Card* reward program.

Coverage under this plan may be purchased for Sum Insured Amounts which are in excess of the sum insured amount provided under the Trip Cancellation & Trip Interruption Insurance provided on *your Card*.

All Sum Insured Amounts under this coverage are applicable for the *period of insurance* for all *insured persons* combined. Sum Insured Amount Options from \$1,000 up to a maximum of \$15,000 per *period of insurance* are available. The Sum Insured Amount *you* select will be indicated on *your* Confirmation of Insurance.

#### WHEN DOES COVERAGE BEGIN AND END?

Coverage begins on the *effective date* shown on *your* Confirmation of Insurance and ends on the earliest of:

- a) the *return date* shown on *your* Confirmation of Insurance, or
- b) the date *you* actually return to *your* Canadian province or territory of residence, or,
- c) the date on which the maximum sum payable by the Insurer hereunder is reached.

#### **CAN COVERAGE BE EXTENDED?**

#### Coverage automatically extends as follows:

- 1. When you or your travelling companion are hospitalized due to a medical emergency on your scheduled return date, your coverage will remain in force during the period of hospitalization and up to 5 days following discharge from hospital.
- 2. Coverage is automatically extended for up to 5 days when *you* must delay *your* scheduled *return date* due to *your* or *your travelling companion*'s medical *emergency*.
- 3. Coverage is automatically extended for up to 72 hours when the delay of a common carrier in which *you* are a passenger causes *your trip* to extend beyond *your* scheduled *return date*.
- Regardless of the automatic extensions above, coverage will not continue beyond 365 days from *your* latest date of departure from *your departure point*.

#### TERRORISM COVERAGE

Where an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under one of the covered risks in accordance with the terms and conditions of the insurance, this Certificate of Insurance will provide coverage as follows:

- a) We will, for Cancellation & Interruption claims, except in the case of *catastrophic event*, reimburse *you* up to a maximum of 100% of *your* eligible loss.
- b) We will, for Cancellation & Interruption claims resulting in a catastrophic event, and subject to the limits described in paragraph d), reimburse you up to a maximum of 50% of your eligible loss.
- c) The benefits payable in accordance with paragraphs a) and b) are in excess to all other potential sources of recovery, including but not limited to, alternative or replacement travel options offered by airlines, tour operators, cruiselines and other travel suppliers and other insurance coverage (even where such other coverage is described as excess) and will only respond after you have exhausted all such other sources.
- d) The benefits payable in accordance with paragraph b) shall be paid out of a fund and, where total claims exceed fund limits, eligible claims shall be reduced on a pro rata basis so that the maximum payment out of the fund under all insurance plans underwritten by us shall be \$5,000,000 per act of terrorism or series of acts of terrorism occurring within a 72-hour period. The total maximum payment out of the fund under all insurance plans underwritten by us shall be \$10,000,000 per calendar year regardless of the number of acts of terrorism. If, in our judgment, the total of all payable claims under one or more acts of terrorism may exceed the applicable fund maximum limits, your prorated claim will be paid after the end of the calendar year.

### TRIP CANCELLATION & TRIP INTERRUPTION INSURANCE

#### This coverage provides benefits for:

- cancelling your trip before leaving your departure point,
- transportation to *your* next destination,
- an early return to your departure point, or
- the delay of *your trip* beyond the scheduled *return date*.

#### When does the risk occur?

- Trip Cancellation the risk occurs before your trip.
- Trip Interruption the risk occurs during *your trip*.
- Trip Delay the risk occurs during your trip and results in your being delayed, beyond your scheduled return date, from returning to your departure point.

Trip Cancellation & Trip Interruption Insurance					
Risk	The Sum Insured Amount purchased is in excess of the sum insured amount provided under the Trip Cancellation & Trip Interruption Insurance provided on your Card and is for all insured persons combined				
Trip Cancellation/ Prior to Departure	Up to the Sum Insured Amount per <i>period of insurance</i> as shown on <i>your</i> Confirmation of Insurance				
Trip Interruption/ After Departure	Up to the Sum Insured Amount per <i>period of insurance</i> as shown on <i>your</i> Confirmation of Insurance				

#### WHAT ARE THE RISKS INSURED?

What are <i>you</i> covered for?		What are <i>you</i> eligible for?		
		Trip Cancellation	Trip Interruption	Trip Delay
		BENEFIT(S)		
1.	Your emergency medical condition.	А	B & D, or B & E, or B & F	E
2.	The admission to a <i>hospital</i> following an <i>emergency</i> of a member of <i>your immediate family</i> (who is not at <i>your</i> destination), <i>your</i> business partner, <i>key employee</i> or <i>caregiver</i> .	А	B & E	not applicable
3.	The emergency medical condition of a member of your immediate family (who is not at your destination), your business partner, key employee or caregiver.	А	B & E	not applicable
4.	The admission to a <i>hospital</i> of <i>your</i> host at destination, following an <i>emergency medical condition</i> .	А	B & E	not applicable
5.	The emergency medical condition of your travelling companion.	А	B & D, or B & E, or B & F	E
6.	The emergency medical condition of your immediate family member who is at your destination.	А	B & E	E
7.	Your death.	Α	В	not applicable
8.	The death of <i>your immediate family</i> member or friend (who is not at <i>your</i> destination), <i>your</i> business partner, <i>key employee</i> or <i>caregiver</i> .	А	B & E	not applicable
9.	The death of your travelling companion.	А	B & E	E
10.	The death of your travelling companion's immediate family member, business partner, key employee or caregiver.	А	B & E	not applicable
11.	The death of <i>your</i> host at destination, following an <i>emergency</i> medical condition.	Α	B & E	not applicable
12.	The death of <i>your immediate family</i> member or friend, who is at <i>your</i> destination.	А	B & E	Е
13.	A travel advisory issued by the Government of Canada of "Avoid non-essential travel" or "Avoid all travel" to a specific country, region or area originally ticketed for a period that includes <i>your trip</i> , provided the advisory is issued after the later of the day <i>you</i> booked <i>your trip</i> or the date <i>you</i> purchased this insurance.	А	B & E, or B & F	not applicable
14.	A transfer by the employer with whom <i>you</i> or <i>your spouse</i> is employed on <i>your effective date</i> , which requires the relocation of <i>your</i> principal residence.	А	B & E	not applicable

	What are <i>you</i> covered for?		What are you eligible for?		
		Trip Cancellation	Trip Interruption	Trip Delay	
		BENEFIT(S)			
15.	The involuntary loss of <i>your</i> or <i>your spouse's</i> permanent employment (not contract employment) due to lay-off or dismissal without just cause.	А	B & E	not applicable	
16.	Cancellation of <i>your business meeting</i> beyond <i>your</i> or <i>your</i> employer's control.	А	B & E	not applicable	
17.	<i>Your</i> being summoned to service in the case of reservists, active military, police, essential medical personnel and fire personnel.	А	B & E	not applicable	
18.	Delay of a private automobile resulting from the mechanical failure of that automobile, weather conditions, earthquakes, volcanic eruptions, a traffic accident, or an emergency police-directed road closure, causing <i>you</i> to miss a connection or resulting in the interruption of <i>your</i> travel arrangements, provided the automobile was scheduled to arrive at the point of departure at least 2 hours before the scheduled time of departure.	not applicable	B&F	E	
19.	Delay of <i>your common carrier</i> , resulting from the mechanical failure of that carrier, a traffic accident, an emergency police-directed road closure, weather conditions, earthquakes or volcanic eruptions, causing <i>you</i> to miss a connection or resulting in the interruption of <i>your</i> travel arrangements.	not applicable	B & F	E	
20.	Delay of <i>your</i> departure, resulting from the mechanical failure of <i>your common carrier</i> , a traffic accident, an emergency police-directed road closure, weather conditions, or grounding of <i>your</i> air transportation, causing <i>you</i> to miss <i>your</i> scheduled cruise or tour, and no alternative travel arrangements can be made for <i>you</i> to join the cruise or tour.	N/A	С	N/A	
21.	An event completely independent of any intentional or negligent act that renders <i>your</i> principal residence uninhabitable or place of business inoperative.	А	B & E	not applicable	
22.	The quarantine or hijacking of <i>you</i> , <i>your spouse</i> or <i>your dependent child</i> .	А	B & E	D	
23.	You, your spouse or your dependent child being a) called for jury duty; b) subpoenaed as a witness; or c) required to appear as a party in a judicial proceeding, during your trip.	А	B & E	not applicable	

#### WHAT ARE THE BENEFITS?

**Prepaid Travel Arrangements** – Reimbursement to *you* of the expenses *you* actually incur as a result of one of the insured risks up to the sum insured for:

- A. The portion of *your* travel arrangements purchased before *your* departure date that are non-refundable and non-transferable to another date (not applicable if *trip* purchased with points from a reward program other than the *Card* reward program).
- B. The unused portion of *your* travel arrangements purchased before *your* departure date that are non-refundable and non-transferable to another travel date (not applicable if *trip* purchased with points from a reward program other than the *Card* reward program). This does not include reimbursement for prepaid unused transportation back to *your departure point*.
- C. The unused portion of *your* travel arrangements purchased before *your* departure date that are non-refundable and non-transferable to another travel date (not applicable if *trip* purchased with points from a reward program other than *your Card's* reward program).

Any credits provided by the airline or travel supplier for travel on another date, are considered transferable amounts and shall not be payable under this insurance.

**Transportation** – Reimbursement to *you* of the expenses *you* actually incur as a result of one of the insured risks up to the sum insured for the extra cost of:

- D. *Your* economy class transportation via the most cost-effective route to rejoin a tour or group.
- E. Your economy class transportation via the most costeffective route to *your departure point*.
- F. Your economy class one-way air fare via the most costeffective route to *your* next destination (inbound and outbound).

#### LIMITATIONS OF COVERAGE

Any transportation benefits under this insurance must be undertaken on the earliest of:

- the date when your travel is medically possible; and
- within 10 days following your originally scheduled return date if your delay is not the result of hospitalization; or

- within 30 days following your originally scheduled return date if your delay is the result of hospitalization, when the benefit is payable because of a medical condition covered under one of the insured risks.
- when a cause of cancellation occurs (the event or series
  of events that triggers one of the insured risks listed
  above) before your departure date, you must:
  - a) cancel your trip with the travel agent, airline, tour company, carrier or travel authority etc. immediately, but no later than the business day following the cause of cancellation, and
  - b) advise the Insurer at the same time.

The Insurer's maximum liability is the amounts or portions indicated in *your trip* contract that are non-refundable at the time of the cause of cancellation or on the next business day.

# WHAT ASSISTANCE SERVICES ARE AVAILABLE?

Under this Certificate of Insurance, the following assistance services are available to *you*:

#### **Emergency Message Centre**

In case of a medical *emergency*, *Global Excel* will help exchange important messages with *your immediate family*, business or *physician*.

#### PRE-EXISTING CONDITION EXCLUSION

In addition to the exclusions outlined below under "General Exclusions," the following exclusion applies to *you*.

This insurance does not cover any losses or expenses caused directly or indirectly as a result of:

- a) Your or your spouse's medical condition or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before your effective date, your or your spouse's medical condition or related condition has not been stable.
- b) Your or your spouse's heart condition (whether or not the diagnosis has been determined), if at any time in the 90 days before your effective date:
  - any heart condition has not been stable; or
  - you or your spouse have taken nitroglycerin more than once per week specifically for the relief of angina pain.
- c) Your or your spouse's lung condition (whether or not the diagnosis has been determined), if at any time in the 90 days before your effective date:
  - · any lung condition has not been stable; or
  - you or your spouse have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.

#### **GENERAL EXCLUSIONS**

This insurance will not pay any expenses relating to or in any way associated with:

- Cancellation or interruption when you are aware, on the effective date, of any reason that might reasonably prevent you from travelling as booked.
- 2. Any *trip* purchased with points from a reward program other than the *Card* reward program.

- 3. A *trip* undertaken to visit or attend an ailing person, when the medical condition or death of that person is the cause of the claim.
- 4. The schedule change of a medical test or surgery that was originally scheduled before *your period of insurance*.
- 5. Routine pre-natal care.
- 6. If you are pregnant, your pregnancy or the birth and delivery of your child, or any complications of either, occurring in the nine weeks before or after your expected delivery date as determined by your primary care physician in your province. Note that a child born during a trip, even if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an insured person and shall not have coverage under this certificate for the entire duration of the trip in which the child is born.

#### 7. Participation:

- a) as a professional athlete in a sporting event including training or practice;
- b) in any motorized race or motorized speed contest;
- c) in scuba diving (unless you hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
- 8. Your commission of a criminal act or your direct or indirect attempt to commit a criminal act.
- Your intentional self-inflicted injury, suicide or attempt to commit suicide.
- 10. Any *medical condition* arising from, or in any way related to, *your* chronic use of alcohol or drugs whether prior to or during *your trip*.
- 11. Your abuse of medication, drug or alcohol or deliberate non-compliance with prescribed medical therapy or treatment whether prior to or during *your trip*.
- 12. Your anxiety or panic attack or a state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation.
- 13. Any medical condition if you undertake your trip with the prior knowledge that you will require or seek treatment, surgery, investigations, palliative care or alternative therapy of any kind, regardless of whether the treatment, surgery, investigations, palliative care or alternative therapy is related in any way to the medical condition.
- 14. War (declared or not), act of foreign enemies or rebellion.
- 15. Any *medical condition you* suffer or contract, or any loss *you* incur in a specific country, region or area while a travel advisory of "Avoid non-essential travel" or "Avoid all travel" is in effect for that specific country, region or area and the travel advisory was issued by the Government of Canada before *your* departure date, even if the *trip* is undertaken for essential reasons. This exclusion only applies to *medical conditions* or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued.

If the travel advisory is issued after *your* departure date, *your* coverage under this insurance in that specific country, region or area will be restricted to a period of

10 days from the date the travel advisory was issued, or to a period that is necessary for *you* to safely evacuate the country, region or area, after which coverage will be limited to *medical conditions* or losses which are unrelated to the reason for which the travel advisory was issued, while the travel advisory remains in effect.

- 16. Ionizing radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- 17. A trip cancellation, trip interruption or trip delay which is related, directly or indirectly, to Coronavirus disease 2019 (COVID-19).

#### **HOW DO YOU SUBMIT A CLAIM?**

- 1. When you call Global Excel at the time of an emergency, you are given all the information required to file a claim. Otherwise, please refer to the instructions below.
- 2. This insurance does not cover fees charged for completing a medical certificate.
- 3. You must file your claim with us within 90 days of your return to your departure point.
- 4. If you need a Claim & Authorization form, please contact our Claims Department at:

#### 73 Queen Street, Sherbrooke, Quebec J1M 0C9 1-844-780-0501 or +819-780-0501

We require the fully completed Claim & Authorization form, and where applicable:

- A medical document, fully completed by the legally qualified physician in active personal attendance and in the locality where the medical condition occurred stating the reason why travel was impossible, the diagnosis and all dates of treatment.
- Written evidence of the risk insured which was the cause of cancellation, interruption or delay.
- Tour operator terms and conditions.
- Copy of AMEX statement or invoice showing payment of your trip.
- Complete original unused transportation tickets and vouchers.
- All receipts for the prepaid land arrangements.
- Original passenger receipts for new tickets.
- Reports from the police or local authorities documenting the cause of the missed connection.
- Detailed invoices and/or receipts from the service provider(s).

FAILURE TO COMPLETE THE REQUIRED CLAIM & AUTHORIZATION FORM IN FULL WILL DELAY THE ASSESSMENT OF YOUR CLAIM.

#### OTHER CLAIM INFORMATION

During the processing of a claim, the Insurer may require *you* to undergo a medical examination by one or more *physicians* 

selected by the Insurer and at the Insurer's expense.

You agree that the Insurer and its agents have:

- a) your consent to verify your health card number and other information required to process your claim, with the relevant government and other authorities;
- b) your authorization to physicians, hospitals and other medical providers to provide to us, and Global Excel, any and all information they have regarding you, while under observation or treatment, including your medical history, diagnoses and test results; and
- c) your agreement to disclose any of the information available under a) and b) above to other sources, as may be required for the processing of your claim for benefits obtainable from other sources.

You may not claim or receive in total more than 100% of your total covered expenses or the actual expenses which you incurred, and you must repay to us any amount paid or authorized by us on your behalf if and when we determine that the amount was not payable under the terms of your insurance.

#### **Limitation Periods**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

#### **GENERAL CONDITIONS**

- Any of our policies are excess insurance and are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of our policies.
- 2. If you are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to you by all insurers cannot exceed the actual expense that you have incurred. We will coordinate the payment of benefits with all insurers from whom you are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
- 3. If you incur expenses covered under this insurance due to the fault of a third party, we may take action against the party at fault. You agree to cooperate fully with us and to allow us, at our own expense, to bring a law suit in your name against the third party. If you recover against a third party, you agree to hold in trust sufficient funds to reimburse us for the amounts paid under the insurance.
- 4. The statements you furnish as evidence of insurability at the time of application are material to the decision to approve your application for insurance. Accordingly, any information that has been misrepresented, mis-stated or is incomplete may result in this Certificate of Insurance and your coverage being null and void, in which case no benefits will be paid. You must submit any subsequent changes to the information in writing before you depart on your trip.

- 5. Payment, reimbursement and amounts shown throughout this contract are in Canadian dollars, unless otherwise stated. If currency conversion is necessary, we will use the exchange rate on the date the claim is paid. This insurance will not pay for any interest.
- This contract is void in the case of fraud or attempted fraud by you, or if you conceal or misrepresent any material fact or circumstance concerning this insurance.
- 7. Throughout this document, any reference to age refers to *your* age on *your effective date*.
- When making a claim under this insurance, you must provide the applicable documents we require. Failure to provide the applicable documentation will invalidate your claim.
- The Insurer, Global Excel, Amex Bank of Canada and their agents are not responsible for the availability, quality or results of medical treatment or transportation, or your failure to obtain medical treatment.
- 10. This document, including the Application for Insurance, and the Confirmation of Insurance is the entire contract between *you* and the Insurer. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.
- 11. On request, *you* or a claimant under the contract will be provided with a copy of *your* application and any evidence of *your* insurability provided to the Insurer. On reasonable notice *you* or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
- 12. The Insurer is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by Canada and may be required to comply with Sanctions imposed by the United States in certain circumstances. The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with Sanctions imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard. Accordingly, the Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this certificate which would breach applicable Sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or the United States.

# IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada ("we", "us") collect, use and disclose, personal information (including to and from your agent or broker, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services.

Typically, we collect personal information from individuals who apply for insurance, and from policyholders, insureds and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a policyholder, insured or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of policyholders, insureds or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an insured may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit www.rsatravelinsurance.com.

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