

TRAVEL INSURANCE POLICY BOOKLET

EFFECTIVE NOVEMBER 2009



ROCKY MOUNTAINEER®

This document serves as your policy once premium has been paid. Your Rocky Mountaineer booking number is also your policy number.

Authorized Policy # CR + booking number

For details on the sum insured, departure date, and return date, refer to the *policy declaration* found on your Rocky Mountaineer reservation confirmation and invoice.

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Identification of Insurers

The “Insurer” as referred to in this policy means, in respect of all property insurance, the Sovereign General Insurance Company; and all other insurances, Co-operators Life Insurance Company.

All insurance is administered by “TIC” as referred to in this policy, meaning TIC Travel Insurance Coordinators Ltd.

TIC TRAVEL INSURANCE COORDINATORS LTD.

1200 – 438 University Avenue
Toronto, Ontario,
Canada M5G 2K8

Telephone: 416-340-1980
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www.travelinsurance.ca

Important notice

Please read your policy carefully before you travel.

What am I covered for?

Please read the section titled “Benefits”. Travel insurance is intended to cover sudden, unexpected, and unforeseeable circumstances.

This policy booklet contains the All-inclusive Insurance Package Plan for which you have paid premium as indicated on your “Reservation Confirmation and Invoice” issued by Rocky Mountaineer.

What is not covered?

Travel insurance does not cover everything. This insurance has exclusions, conditions and limitations. You should carefully read and understand your policy before you travel. Pre-existing medical conditions may be excluded. Any medical condition you are aware of prior to the *effective date* of coverage, whether diagnosed or not, may not be covered.

Why is Emergency Hospital & Medical Coverage important to me?

An accident or *sickness* can happen any time. When they do happen, they can easily ruin both your trip and your financial security. Canadian hospitals can charge thousands of dollars per day for in-patient *treatment* and a visit to the emergency ward could cost you over \$200, excluding *physician’s* fees and diagnostic services.

What if I have an emergency or claim?

You must notify TIC as soon as possible. Call the TIC Travel Assistance department at 1-800-995-1662 within 48 hours of being admitted to a hospital and before any surgery is performed. Failure to do so, without reasonable cause, will reduce eligible expenses by 20%. To make a claim, request a Claim Form and fill it out completely. Include all original bills. Incomplete forms will cause delay.

Do I have to reveal my medical history?

We are dedicated to protecting your privacy. Your medical history will be collected when required and will only be used or disclosed for the purpose of adjudicating your claim. For a copy of TIC’s privacy policy, please contact us or visit our website.

Travel Assistance

Assistance for a medical *emergency* arising anywhere in the world is provided on a best effort basis. TIC Travel Insurance Coordinators Ltd., Co-operators Life Insurance Company, or their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received or for failure to obtain medical service.

Mandatory Statement of Health and Consent

The coverage provided under Emergency Hospital & Medical Expenses in this policy is based on the understanding that:

1. You authorize release of any information, including medical records, that is needed to process a claim filed under this policy, in conjunction with the purchase of this policy, to TIC Travel Insurance Coordinators Ltd., or its representative;
2. You are in good health and know of no reason to seek medical attention or any reason to not travel as booked.

WAIVER of Pre-existing condition

The Insurer will waive the pre-existing medical condition exclusion up to a maximum of the *trip* cost per person if the following conditions are met:

- This plan is purchased within **15 days** of making the initial *trip* payment.
- The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the *trip* at the time of purchase, and the cost of any subsequent arrangement(s) added to the same *trip* are insured within 15 days of the date of payment or deposit for any subsequent *trip* arrangement(s).
- All *insureds* are medically able to travel when plan cost is paid.
- This waiver does not apply to Emergency Hospital & Medical Coverage.

Pre-existing medical condition exclusion for Trip Cancellation & Interruption.

Applied after the 15 day rule:

- Any *sickness, injury or medical condition* of an *insured, family member, travelling companion or travelling companion's family member or key employee* of the *insured* that exhibited symptoms for which a diagnosis need not have been made or required any or all of: *medical consultation, medical treatment or hospitalization*, within the **90 days** immediately preceding the *application date*.
- A *sickness, injury or medical condition* controlled by the consistent use of prescribed medication is covered unless it had deteriorated, or required investigation or had a change in medication type or dosage during that **90 day period**.

Note: Words in italics indicate they are defined on pages 32-34.

All-inclusive Package

1. 'Trip Cancellation & Interruption – up to the sum insured; refer to pages 3-11 for details of coverage.
2. 'Flight Accident' up to \$50,000; refer to pages 11-14 for details of coverage.
3. 'Baggage' up to \$500; refer to pages 14-17 for details of coverage.
4. 'Accidental Death & Dismemberment' up to \$10,000; refer to pages 17-20 for details of coverage.
5. 'Emergency Hospital & Medical while in Canada up to \$150,000; refer to pages 20-28 for details of coverage.

Trip Cancellation & Interruption

ELIGIBILITY

To be eligible for coverage a person must:

- a) be at least 15 days old; and
- b) be scheduled to travel on a *trip* to, from or within Canada; and
- c) purchase this coverage prior to leaving for the *trip*; and

If purchasing this coverage at the time of, or after the initial *trip* payment, or after cancellation penalties are applicable, an *insured* must be in good health and know of no reason to:

- i. seek medical attention; and
- ii. cancel the *trip*; and
- iii. make any claim.

Please note: Coverage begins on the *application date* at the time of application and for which premium has been paid. Coverage terminates at the earliest of:

- a) The date of the cause of cancellation if the *trip* is cancelled prior to the scheduled departure date; or
- b) The date the *insured* returns to the permanent residence as shown in this policy; or
- c) The expiry date.

DESCRIPTION OF COVERAGE

Pays up to the sum insured as indicated on the *policy declaration*, for *trips* to, from or within Canada for which premium has been paid for the following benefits when certain risks insured occur prior to or after departure of the insured *trip*. Refer to Limitation 8 on page 9.

BENEFITS

1. Prior to Departure

Reimbursement of:

- a) The non-refundable, non-recoverable portion of pre-paid airfare and/or pre-paid travel arrangements.
- b) The single supplement charged because a *travelling companion* or accompanying *family member* is prohibited from travelling due to an insured risk.
- c) The extra cost of economy transportation to the ticketed destination in the event a delay of the connecting carrier or automobile at departure point of the *trip* arranged by Rocky Mountaineer causes a missed connection, provided the connecting carrier or automobile was scheduled to arrive not less than two hours prior to the scheduled connection time due to:
 - weather conditions, and/or derailment, or mechanical failure of the connecting carrier (airline, bus, train or government-operated ferry system); or
 - traffic accident or emergency police road closure (police report required) causes the delay of a private or commercial automobile.

2. After Departure

Reimbursement of:

- a) The extra cost of economy class transportation by the most direct route to the point of departure of your *trip* arranged by Rocky Mountaineer due to an insured risk, or to rejoin the tour or group in the event the *insured* misses a portion of his/her *trip* due to *injury* or *sickness* of the insured, a *travelling companion* or accompanying *family member*.
- b) The non-refundable portion of unused, pre-paid, insured travel arrangements for the *trip* arranged by Rocky Mountaineer (excluding partially used tickets) booked prior to departure due to an insured risk, and reimbursement of the extra cost of one-way economy airfare by the most direct route, to return to the point of departure of your *trip* arranged by Rocky Mountaineer.
- c) When not insured under other plans of insurance, up to \$10,000 in the event of death due to a covered *injury* or *sickness*, for the expense actually incurred for homeward carriage in a standard transportation container to the permanent residence of the *insured* as shown in the policy, or \$4,000 for cremation or burial at the place of death.
- d) The extra cost of economy transportation to rejoin the tour or group in the event a delay of the connecting carrier or automobile at departure point of the *trip* arranged by Rocky Mountaineer causes a missed connection, provided the connecting carrier or

automobile was scheduled to arrive not less than 2 hours prior to the scheduled connection time due to:

- weather conditions, and/or train derailment, or mechanical failure of the connecting carrier (airline, bus, train or government-operated ferry system); or
- traffic accident or emergency police road closure (police report required) causes the delay of a private or commercial automobile.

In the event of delay or cancellation of a connecting carrier or automobile as stated in 1c) Prior to Departure and 2d) After Departure, reimbursement of:

- e) Unusable pre-paid travel arrangements with Rocky Mountaineer; and
- f) Out of pocket allowance of up to \$100 per day to a maximum of \$300 for commercial accommodation and meals, essential telephone calls and taxi fares.

ADDITIONAL BENEFITS

1. Out-of-Pocket Allowance

In the event the *insured's trip* is interrupted or delayed beyond the return date shown in the policy as a result of accidental *injury* or *sickness* of the *insured*, *travelling companion*, accompanying *family member*, reimbursement of up to \$300 per day to a maximum of \$1,000 for additional commercial accommodation and meals, essential telephone calls and taxi fares.

2. Delayed Baggage

If en route and before returning to the original point of departure of the *trip* arranged by Rocky Mountaineer, the *insured's* luggage or personal possessions are delayed or lost for 12 hours or more, reimbursement up to \$200 for reasonable and necessary toiletries and clothing.

RISKS INSURED

Pays benefits as listed above in the event cancellation of the *insured's trip* arranged by Rocky Mountaineer prior to the scheduled departure, or curtailment of the *insured's trip* arranged by Rocky Mountaineer prior to the scheduled return due to:

1. *Injury*, *sickness** or death of the *insured*, or a *family member*, or a *travelling companion*, or *travelling companion's family member* or a *key employee* of the *insured*.
* Reimbursement is limited to the non-refundable amount at the date of the ultimate diagnosis of the *sickness* or date of *injury*.
2. Jury duty of the *insured*, or the *insured* being subpoenaed as a witness in a case being heard during the period of the *trip* (excluding law enforcement officers).
3. A disaster which renders the *insured's* principal residence uninhabitable.

4. The legal adoption of a child by the *insured* during the period of the *trip* which necessitates cancellation of the *trip*.
5. The death of a friend of the *insured*.
6. The death or hospitalization of the *insured's* host at destination.
7. A statement on *terrorism* or health risk made in the 'travel report' issued by the Canadian Department of Foreign Affairs and International Trade after the *application date* of this insurance, advising or recommending that Canadians should not travel to the booked destination for a period that would include the *insured's* scheduled *trip*.
8. Hijacking or quarantine of the *insured*.
9. A job transfer within 30 days of the scheduled departure date, by the employer with whom the *insured* is employed on the *application date*, that requires relocation of the *insured's* principal residence (not applicable to self-employed persons).
10. The cancellation prior to departure of a *business meeting* required by the *insured's* employer which is a requirement of the *insured's* employment or conference arranged by the *insured's* professional association, and the cancellation is beyond the control of the employer or association.
11. *Injury, sickness* or death of a person or persons with whom arrangements were made for the care of dependants living in the *insured's* household.
12. Rescheduling of an exam at an accredited Canadian or American university or college. The exam must have been scheduled prior to the booking of the *insured's* *trip* arranged by Rocky Mountaineer and the rescheduling must be beyond the control of the *insured*. A copy of the original official exam schedule and the notice of rescheduling must accompany any claims submission. The rescheduled exam must be during the *period of coverage*.
13. The schedule change of the airline carrier that is providing transportation for a portion of the *insured's* *trip* arranged by Rocky Mountaineer causing the *insured* to miss a connection or resulting in the interruption of the *insured's* travel arrangements.
14. Adverse weather which would prevent the *insured* from travelling for a period not less than 30% of the total duration of the *insured's* *trip* arranged by Rocky Mountaineer when the *insured* chooses not to continue with the *trip* prior to departure from the point of origin.

EXCLUSIONS

Benefits are not payable for expenses resulting from:

CANX1 Any *sickness, injury* or medical condition of an *insured, family member, travelling companion* or *travelling companion's family member* or *key employee* of the *insured*, that exhibited symptoms for which a diagnosis need not have been made or required any or all of: *medical consultation, medical treatment* or hospitalization, within the 90 days immediately preceding the *application date*.

A *sickness, injury* or medical condition controlled by the consistent use of prescribed medication is covered unless it had deteriorated, or required investigation or had a change in medication type or dosage during that 90 day period.

CANX2 Any *sickness, injury* or medical condition for which a diagnosis need not have been made or state of health which, prior to the *effective date* of coverage, was such as to render *expected medical treatment* or hospitalization.

CANX3 Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentional self-inflicted injury.

CANX4 *Act of war, kidnapping, act of terrorism* including those caused directly or indirectly by *nuclear, chemical* or *biological* means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured, a family member* or *travelling companion*.

CANX5 Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with prescribed *treatment* or medical therapy; or the misuse of medication.

CANX6 Any *sickness, injury* or medical condition for which a diagnosis need not have been made, where the *trip* is undertaken for the purpose of securing *medical treatment* or advice.

CANX7 Any *medical consultation* that is non-emergency or any procedure or *treatment* that is elective or the consequence of a prior elective procedure.

CANX8 Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

CANX9 Injury resulting from training for or participating in speed contests usually and customarily in excess of 60 kilometres per hour, *professional* sport activities or organized motor sport contests.

CANX10 Self-diagnosis by a *physician*.

CANX11 Loss incurred as a result of pregnancy, or childbirth, or complications thereof occurring after the 32nd week of pregnancy.

CANX12 Loss incurred as a result of pregnancy which are routine or elective and which occur within the first 32 weeks of the pregnancy.

CANX13 A *trip* undertaken for the purpose of visiting or attending to an ailing person whose medical condition or ensuing death is the cause of cancellation or curtailment of the insured *trip* or delays the *insured's* return home.

CANX14 Loss for any event prior to departure, which might reasonably have been expected to necessitate the immediate return or delay the return of the *insured*.

CANX15 Loss for any event which at the *application date* could reasonably have been expected to prevent the *insured* from travelling as booked.

CANX16 Losses recovered or which are recoverable from any other source, including trustees or any government compensation fund.

CANX17 Loss arising as a consequence of the bankruptcy or insolvency of a retail travel agent, agency or broker.

CANX18 Losses arising as a result of a *default* of a travel supplier.

CANX19 Penalties incurred after the date of *injury* or ultimate diagnosis of a *sickness*.

CANX20 Any nuclear occurrence, however caused.

LIMITATIONS

1. Maximum *period of coverage*: 365 days.
2. Geographic coverage: Worldwide.
3. Benefits and claims settlements are limited to the penalties at the time of the cause of cancellation and date of *injury* or the ultimate diagnosis of a *sickness*.
4. When *family members* are travelling together, the total *aggregate limit* is limited to twelve (12) insured persons.
5. When *travelling companions* are travelling together, the total *aggregate limit* is limited to five (5) insured persons.

6. No amount is payable where the date of the return of an *insured* to the point of origin is more than 10 days beyond the expiry date specified on the policy unless the *insured* or a *travelling companion* suffering the *injury* or *sickness* was confined as an in-patient in a *hospital* as a result of the *injury* or *sickness*, or was certified as medically unfit to travel by the attending *physician* at the location *treatment* was given.
7. Reimbursement of extra costs where applicable are the least of (a) change-fee (b) one-way economy airfare or (c) economy return airfare, all by the most direct route.
8. The *aggregate limit* is \$250,000.

CONDITIONS

1. Cancellation due to *injury* or *sickness* must be on the written advice of the attending medical *physician* (other than a relative by blood or marriage of the *insured*), at the location where *sickness* or *injury* leading to cancellation occurred.
2. When cause of cancellation occurs prior to the departure date, the *insured* must cancel his/her *trip* with Rocky Mountaineer on the day the cause of cancellation occurs or on the next business day at the latest.
3. Failure to provide applicable substantiation for a claim shall invalidate any claim under this insurance.
4. General Conditions of this policy apply. See page 29.
5. **It is a Condition precedent to liability under this insurance that at the time of application and on the effective date, the insured knows of no cause which might reasonably be expected to prevent the insured from travelling as booked.**

CLAIMS PROCEDURE

How to Report Your Claim

Please start your claim online or download any of the claim forms mentioned below at www.travelinsurance.ca. If you do not have access to the internet and do not have a claim form with your policy, contact the TIC Claims Department toll free at 1-800-869-6747 or collect at 416-340-8809 for assistance.

Prior to Departure: Trip Cancellation

Notify Rocky Mountaineer on the day the cause of cancellation occurs or on the next business day at the latest and notify TIC Travel Insurance Coordinators Ltd. at the same time. You can contact us by phone, email, fax or visit our website to initiate a claim.

Submit all the following documents to the TIC Claims Department: (address on page 36)

1. Fully completed and signed claim form.
2. If cancellation is due to an *injury* or *sickness*, please have the Medical Certificate fully completed by the *physician* who treated the person whose *sickness* or *injury* has caused cancellation of *trip*.
3. Documentation to substantiate cancellation if for other than medical reasons. For example:
 - Death certificate if cancelling due to death including death of *insured*, *family member*, *travelling companion*, *key employee* or friend.
 - Copy of subpoena if cancelling due to jury duty or being called as a witness.
 - Letter from your employer if cancelling due to a job transfer.
4. Proof of payment such as credit card statement, debit receipt, travel agent's cash receipt, showing how much you paid for your *trip* and an itemized invoice which includes a breakdown of the cost of airfare, hotel, taxes, service fees, etc.
5. Original unused airline ticket and any other original travel documents if you did not get a refund from any other source.
6. Statement of refund from agency/travel supplier (airline, tour operator) – if applicable.

After Departure: Trip Interruption

Submit all the following documents to the TIC Claims Department: (address on page 36)

1. Fully completed and signed claim form.
2. Medical Certificate completed by the attending/treating *physician* at the destination. If you did not have the treating *physician* complete the Medical Certificate, we can accept a medical note or letter from the attending *physician* at the destination as long as it has complete information such as:
 - Diagnosis
 - Date(s) of *treatment*
 - Recommendation to return earlier than your scheduled return date, or to delay your return beyond your scheduled return date along with the prognosis and the date you were fit to travel.
3. If interruption of your *trip* occurred for other than a medical reason, documentation to substantiate early or delayed return.

4. Original unused ticket and passenger coupon of new ticket purchased to return home, along with receipt/invoice or credit card slip showing amount paid for ticket to return.
5. If only a change fee was charged, a receipt showing amount charged.
6. If claiming unused tour, copy of original invoice and breakdown of unused tour cost – this can be obtained from your travel agent.
7. Any original receipts for out-of-pocket expenses incurred due to a delayed return.
8. In the event of a missed connection arranged by Rocky Mountaineer due to weather or mechanical failure, a letter from the airline certifying the delay and all original receipts for expenses incurred to continue your *trip*. Please also submit a copy of your original itinerary.

Flight Accident

ELIGIBILITY

To be eligible for this coverage a person must be at least 15 days old.

Please note: Coverage begins at 12:01 a.m. on the date of the scheduled departure terminates at the earliest of:

- a) On the date of the Cause of Cancellation if the *trip* is cancelled prior to scheduled departure date of insured *trip* arranged by Rocky Mountaineer; or
- b) The time the *insured* returns to their country, province or territory of residence.

In the event that an *insured* has more than one policy in force, which are arranged by TIC, and for which eligible expenses are payable, only one policy, the one with the largest limit, shall be deemed to be in force. All other policies described above shall be considered void and the premium refunded.

DESCRIPTION OF COVERAGE

Flight Accident pays up to the maximum sum insured of \$50,000.

Coverage is for all flights ticketed and arranged prior to the *effective date*.

BENEFITS

1. Benefits are payable for loss of life, limb, or sight according to the sum insured of the following schedule in the amount specified for the classification of *injury*:
 - a) For loss of life, or two limbs, or sight of both eyes, or sight of one eye and one limb – 100% of principal benefit.
 - b) For loss of one limb, or sight in one eye – 50% of principal benefit.

Loss of eye or eyes means total and irrecoverable loss of the entire sight. Only one amount is payable (the largest) if the *insured* suffers more than one of these losses.

Amounts specified for loss of two limbs or two eyes or one limb and one eye are payable only when such double loss occurs as a result of the same accident.

RISKS INSURED

Benefits are payable for loss of life, limb, or sight according to the sum insured of the above schedule in the amount specified for the classification of *injury* when the *insured* suffers loss:

1. While riding solely as a ticketed passenger in or boarding or alighting from a certified multi-engine transportation-type aircraft or passenger aircraft provided by a regularly scheduled airline on any regularly scheduled *trip* arranged by Rocky Mountaineer operated between licensed airports and holding a valid Canadian Air Transport Board schedule, specific point or Charter Air Carrier license and operated by a properly certified pilot.
2. Sustained while on airport premises immediately before boarding or immediately after alighting from an aircraft covered by this insurance or while riding as a passenger in an airport limousine or bus, or surface vehicle provided, and arranged for, by the airline or airport authority when going to or after being at an airport for the purpose of boarding an aircraft or alighting from an aircraft covered by this insurance.

EXCLUSIONS

Benefits are not payable for loss resulting from:

FAC1 Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentional self-inflicted injury.

FAC2 *Act of war*, kidnapping, *act of terrorism* including those caused directly or indirectly by *nuclear, chemical or biological* means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, a *family member* or *travelling companion*.

FAC3 Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by the use of alcohol prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

FAC4 Any nuclear occurrence, however caused.

LIMITATIONS

1. In the event that an *insured* has more than one policy in force, which are arranged by TIC, and for which eligible expenses are payable, only one policy, the one with the largest limit, shall be deemed to be in force. All other policies described above shall be considered void and the premium refunded.
2. Geographic coverage: All flights that form part of your Rocky Mountaineer package ticketed and arranged prior to the *effective date*.
3. The total *aggregate limit* is \$10 million for any one accident.

CONDITIONS

1. The Insurer has the right and the *insured* shall afford to the Insurer an opportunity to examine the person of the *insured* when and as often as it may be required when a claim under this insurance is pending.
2. Any claim for indemnity under this insurance must be submitted within 90 days of the date of accident and must be substantiated by a certificate from the attending *physician* at the place of the accident.
3. In the event the *insured's* body has not been found within 52 weeks from the date of accident, it will be presumed that the *insured* suffered loss of life.
4. Coverage applies only for flights that are arranged as part of your Rocky Mountaineer package.

CLAIMS PROCEDURE

How to Report Your Claim

Please download the claim form mentioned below at www.travelinsurance.ca. If you do not have access to the internet and do not have a claim form with your policy, contact the TIC Claims Department for assistance.

Submit all the following documents to the TIC Claims Department: (address on page 36)

1. Fully completed and signed claim form.
2. Flight itinerary.
3. Incident report from airline or airport.
4. Medical report.
5. Death certificate (in the event of death).

Baggage

ELIGIBILITY

To be eligible for coverage a person must:

- a) be travelling on a *trip* to, from, or within Canada; and
- b) purchase coverage for the entire duration of the *trip*.

Please note: Coverage begins upon departure on the *effective date* as indicated in the *policy declaration* and terminates at the earliest of:

- a) 12:00 midnight on the expiry date; or
- b) the time the *insured* returns to their country, province or territory of residence.

DESCRIPTION OF COVERAGE

1. Baggage insurance pays for loss or damage to owned or borrowed baggage, personal effects normally carried by the *insured* up to \$500. The amount of loss or damage sustained in each event shall be determined separately and from the amount so determined there shall be deducted \$50.
2. The amount of loss or damage sustained in each event shall be determined separately, and any benefits payable are in excess of any amounts available under any other insurance or source.
3. In the event of loss or damage to baggage or personal effects, the liability of the Insurer shall be limited to \$300 per single article, matched pair or set or group of related articles.

4. The Insurer will not pay more than the least of the following amounts:
 - a) The actual cash value of the property, with proper deduction for depreciation, at the time of loss or damage.
 - b) The amount for which the property could be repaired to its condition prior to the damage.
 - c) The amount for which the property could be replaced with property of like kind and quality.

BENEFITS

The *insurer* agrees to pay for the following:

1. Personal Effects

Items for the personal use, adornment or amusement of the *insured* or any of the *insured's family members* who are travelling with the *insured*.

2. Personal Currency

Up to \$100 for loss of personal currency when caused directly by theft or robbery and supported by a police report.

3. Wheelchair

Up to \$100 for repairs or rental replacement of the *insured's* wheelchair (or standard special features) in the event the wheelchair is rendered inoperable due to damage resulting during normal usage.

4. Injury of Accompanying Cat or Dog

Up to \$200 for emergency care due to unexpected *injury* of an accompanying cat or dog.

5. Travel Documents

Up to an *aggregate limit* of \$100 for the replacement cost of any of the following documents: passport, driver's license, birth certificate or travel visa when the loss is caused directly by theft or robbery and supported by a police report.

EXCLUSIONS

Benefits are not payable for loss as a result of:

BAG1 *Act of war*, kidnapping, *act of terrorism* including those caused directly or indirectly by *nuclear, chemical or biological* means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, a *family member* or *travelling companion*.

BAG2 Normal wear and tear, deterioration, moths or vermin.

BAG3 Loss of or damage to: contact lenses, prescription eye glasses, artificial teeth and limbs, hearing aids, forms of money and currency (except as provided under ‘Personal Currency’), securities, tickets, credit cards, statuary, paintings, breakage of fragile or brittle objects, objects of art or antiques, or animals (except as specifically provided for cat or dog).

BAG4 Theft from an unattended vehicle unless it was securely locked and there was visible evidence of forced entry.

BAG5 Any nuclear occurrence, however caused.

LIMITATIONS

1. Maximum length of coverage: 365 days.
2. Geographic coverage: Worldwide.

CONDITIONS

1. A police report is required in the event baggage and/or personal effects are stolen.
2. Failure by the *insured* to comply with the following Claims Procedure shall invalidate any claims under this coverage.

CLAIMS PROCEDURE

1. Promptly notify the hotel proprietors, shipping lines, airlines, railroad, bus, airport or other station authorities, or any other carrier or bailee where the *trip* was arranged by Rocky Mountaineer in whose custody the insured property was at the time of loss or damage.
2. The loss must be reported to an airline if the baggage was in their possession at the time of loss.
3. The loss must be reported to the police and a report obtained in the event baggage and/or personal effects are stolen.
4. Contact the TIC Claims Department for a claim form or start a claim on our website at: www.travelinsurance.ca.

Lost or Damaged Baggage

1. Submit all the following documents to the TIC Claims Department: (address on page 36)
 - a) Fully completed claim form.
 - b) Documentation to substantiate claim such as a report from airlines, police or hotel.
 - c) Copy of settlement from airline, if applicable.

- d) Proof of ownership for all items lost. Some attempt has to be made to show proof of ownership such as copy of owner’s manual or a photograph of item lost.
- e) Copy of declaration page from your homeowners insurance showing their deductible – if applicable.
- f) If item is being repaired, copy of the repair bill.

Delayed Baggage

1. Please submit a report from the airline certifying the delay of more than 12 hours.
2. Original receipts for items purchased.

Important

- a) Since this insurance has limited coverage, it is to your benefit to report large losses to your homeowners insurance company and the TIC insurance can cover the deductible.
- b) This insurance does not pay replacement cost and there is a maximum allowed per item or group of related items of \$300.

Accidental Death & Dismemberment

ELIGIBILITY

To be eligible for coverage a person must:

- a) be at least 15 days old; and
- b) not reside in a nursing home, convalescent home, or rehabilitation centre; and
- c) not require assistance with daily living activities.

Please note: Coverage is provided on a 24-hour basis beginning at 12:01 a.m. on the date of departure as indicated on the *policy declaration* from the *insured’s* province or territory of residence, and terminates at the earliest of:

- a) 12:00 midnight on the date of the Cause of Cancellation if the *trip* is cancelled prior to scheduled departure date of your Rocky Mountaineer package; or
- b) The time the *insured* returns to their province or territory of residence.

For Visitors to Canada, coverage begins at 12:01 a.m. on the *effective date* as indicated on the *policy declaration* and terminates at the earliest of:

- a) 12:00 midnight on the expiry date; or
- b) The date the *insured* returns to their *country of origin*.

DESCRIPTION OF COVERAGE

Accidental Death & Dismemberment (A.D. & D.) pays for accidental loss of the *insured's* life, or accidental loss of an *insured's* limb or sight from accidental *injury* occurring during the *period of coverage*.

Coverage is limited to \$10,000.

No Benefits are payable if the loss occurs as a result of Flight Accident.

BENEFITS

Benefits are payable according to the sum insured of the following schedule in the amount specified for the classification of *injury*.

1. Only one amount, the largest, is payable as a result of accidental *injury* or death when insured under more than one policy issued by TIC during the *period of coverage*.
2. Only one amount, the largest, is payable in the event of loss:
 - a) 100% of sum insured for loss of life, double dismemberment (as described below) or loss of sight of both eyes.
 - b) 50% of sum insured for single dismemberment (as described below) or loss of sight of one eye.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight. Only one amount is payable (the largest) if the *insured* suffers more than one of these losses. Amounts specified for loss of two limbs or two eyes or one limb and one eye are payable only when such double loss occurs as a result of the same accident.

Exposure and Disappearance: If the *insured* is unavoidably exposed to the elements or disappears as a result of an accident, loss will be covered by this insurance if:

1. As a result of such exposure, the *insured* suffers a loss for which Benefits are payable; or
2. The body of the *insured* has not been found within 52 weeks from the date of the accident. It will be presumed, subject to no evidence to the contrary, that the *insured* suffered loss of life as a result of *injury* covered by this insurance.

EXCLUSIONS

Benefits are not payable for loss resulting from:

ADD1 Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentional self-inflicted injury.

ADD2 *Act of war*, kidnapping, *act of terrorism* including those caused directly or indirectly by *nuclear, chemical or biological* means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, a *family member* or *travelling companion*.

ADD3 Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

ADD4 Travelling against the advice of *physician*.

ADD5 *Injury* resulting from training for or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities, or organized motor sport contests.

ADD6 Being the occupant of an aircraft, either as passenger or crew, or while boarding or alighting from an aircraft.

ADD7 Any nuclear occurrence, however caused.

LIMITATIONS

1. Maximum length of coverage: 365 days.
2. Geographic coverage: Worldwide.
3. The *aggregate limit* is \$10 million.
4. Only one amount, the largest, is payable as a result of accidental *injury* or death when insured under more than one policy issued by TIC during the *period of coverage*.

CONDITIONS

1. The Insurer has the right and the *insured* shall afford to the Insurer an opportunity to examine the person of the *insured* when and as often as it may be required when a claim under this insurance is pending.
2. Any claim for indemnity under this insurance must be submitted within 90 days of the date of accident and must be substantiated by a certificate from the attending *physician* at the place of the accident.

CLAIMS PROCEDURE

How to Report Your Claim

Please download the claim form mentioned below at www.travelinsurance.ca. If you do not have access to the internet and do not have a claim form with your policy, contact the TIC Claims Department for assistance.

Submit all the following documents to the TIC Claims Department: (address on page 36)

1. A fully completed and signed claim form by either the insured person, or in the case of death, by the appointed executor/executrix.
2. Police report including any witness statements.
3. Coroner's report.
4. Death certificate.
5. Emergency room report.
6. Any other documents requested by TIC after initial review of the claim.

Emergency Hospital & Medical Expense Within Canada

ELIGIBILITY

1. Coverage is **NOT AVAILABLE** to any individual who:
 - a) has been diagnosed with a terminal illness;
 - b) has Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV);
 - c) has Alzheimer's Disease or any other type of dementia;
 - d) has received any type of *treatment* for pancreatic cancer, liver cancer or any type of cancer that has metastasized;
 - e) has been prescribed home oxygen *treatment* in the last 12 months;
 - f) has had a major organ transplant (heart, kidney, liver, lung); or
 - g) has received kidney dialysis *treatment* in the last 12 months.
2. To be eligible for coverage a person must:
 - a) be at least 15 days old and less than 85 years of age; and
 - b) be either:
 - i. a *Canadian resident* insured for benefits under a Canadian government health insurance plan during the entire *period of coverage*; or
 - ii. a Visitor to Canada not insured or eligible for benefits under a Canadian government health insurance plan.

- c) be currently in good health and know of no reason to seek *medical consultation* during the *period of coverage*; and
- d) not reside in a nursing home, convalescent home, or rehabilitation centre; and
- e) not require assistance with daily living activities.

Please note: Coverage for losses arising as a result of an *injury* or *sickness* begins at the latest of:

- a) 12:01 a.m. on the *effective date* as indicated on the *policy declaration*; or
- b) the time of application; or
- c) the time the *insured* departs from their *country of origin*, or province or territory of residence.

All coverage terminates at the earliest of:

- a) 12:00 midnight on the expiry date; or
- b) the time the *insured* arrives in their *country of origin*, or province or territory of residence.

DESCRIPTION OF COVERAGE

1. Emergency Hospital & Medical Expense pays up to \$150,000 as indicated on the *policy declaration* for reasonable, necessary and customary expenses incurred unexpectedly by an *insured* while on a stay in Canada or while outside of their province or territory of residence on or after the *effective date* and during the *period of coverage*. Eligible expenses are paid for *acute emergency hospital*, unexpected *emergency* medical, or other covered expenses, due to *injury* or *sickness*, but only if these covered expenses are in excess of any amount covered by *insured's* government health insurance plan or any other benefit plan.
2. For Visitors to Canada expenses incurred outside of Canada are covered provided that the majority of the time covered under this insurance is spent in Canada. Expenses will not be paid when incurred in the *insured's* *country of origin*.
3. For *Canadian residents* not insured under a government health insurance plan, the maximum sum insured is \$3,000.
4. Amounts payable under this plan are in excess of any amounts available or collectible under the government health insurance plan of the province or territory in which the *insured* is covered, or would be covered, or those amounts payable or collectible under any other policy or plan. Refer to 'General Provisions' on page 29.

BENEFITS

1. Hospital Confinement

Pays for customary charges made by the *hospital* for standard accommodation (for the area where situated), and for services and supplies reasonable and necessary for the care of the *insured* during confinement as a resident in-patient.

2. Medical Services

Pays for:

- a) The services of a *physician*, surgeon, anesthetist or registered graduate nurse (all of whom are other than a relative by blood or marriage of the *insured*).
- b) The services of a legally licensed physiotherapist (other than a relative by blood or marriage of the *insured*) when ordered at destination by the attending *physician* as *treatment* for an insured *injury*.
Not to exceed \$500 for out-patient *treatment*.
- c) The services of a legally licensed doctor of chiropractic (other than a relative by blood or marriage of the *insured*) as *treatment* for an insured *injury*.
Not to exceed \$500.
- d) When performed at the time of the initial *emergency*, lab tests and/or X-ray examination as ordered by a *physician* for the purpose of diagnosis.
- e) The use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation), when reasonable and necessary, to the nearest *hospital*.
- f) Rental of crutches or hospital-type bed, but not to exceed the purchase price; and the cost of splints, trusses, braces or other approved prosthetic appliances.
- g) *Emergency* out-patient services provided by a *hospital*.
- h) Drugs or medicines that require a *physician's* written prescription but not to exceed a one-month's supply to a maximum \$500 per *insured* unless hospitalized as an in-patient.

3. Return of Deceased Body

Pays up to \$10,000 reimbursement in the event of death due to a covered *injury* or *sickness*, for the expense actually incurred for homeward carriage in a standard transportation container to the permanent residence of the *insured* as shown in the Policy, or up to \$4,000 for cremation or burial at the place of death, where death is due to a covered *injury* or *sickness*.

4. Accidental Dental

Pays up to \$3,000 reimbursement for *emergency treatment* or services to whole or sound natural teeth (capped or crowned teeth are considered whole or sound natural teeth) caused by an accidental blow to the face. The actual expenses incurred are not to exceed the minimum fee specified in the schedule of fees relating to Dentistry, approved and published by the Canadian Dental Association of the province or territory in which the dental expense was incurred.

5. Dental Emergencies

Pays up to \$500 reimbursement for the immediate relief of *acute* dental pain caused by other than a blow to the face. Dental conditions for which the *insured* has previously received *treatment* or advice are not covered. *Treatment* relating to any dental claim must be commenced within 48 hours from the onset of the *emergency* and must be completed within the effective term of this Policy and prior to the *insured's* return to their *country of origin*.

6. Emergency Transportation

When necessary, the *insurer* agrees to transport the *insured* to their province or territory of residence, or their *country of origin* when immediate *medical consultation* is required following a covered *emergency sickness* or *injury*. Any *emergency* transportation such as air ambulance, one-way economy airfare, stretcher and/or a medical attendant must be approved and arranged by TIC.

7. Return Home

Reimbursement up to \$3,000 for the actual extra cost of one-way economy transportation by the most direct route to the *insured's country of origin* in the event the covered *injury* or *sickness* of the *insured* necessitates the immediate return of the *insured* during the *period of coverage*. Includes one additional insured *family member* whose name is stated on the *policy declaration*.

8. Act of Terrorism

When an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, this insurance will subject to all other policy limits provide coverage as follows:

- a) As a result of any one or a series of *acts of terrorism* occurring within a 72 hour period, the *aggregate limit* payable shall be limited to \$2,500,000 for all eligible insurance policies issued and administered by TIC Travel Insurance Coordinators Ltd., including this policy.

- b) As a result of one or a series of *acts of terrorism* occurring in any calendar year, the *aggregate limit* payable shall be limited to \$5,000,000 for all eligible policies issued and administered by TIC Travel Insurance Coordinators Ltd., including this policy.

The amount payable for each eligible claim under (a) and (b) above are in excess of all other sources or recovery and shall be reduced on a pro rata basis, so that the total amount paid for all such claims shall not exceed the respective *aggregate limit* which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the *act(s) of terrorism*.

EMERGENCY HOSPITAL & MEDICAL EXCLUSIONS FOR VISITORS TO CANADA

Benefits are not payable for expenses due to:

VTC1 Any *sickness, injury* or medical condition, that exhibited symptoms for which a diagnosis need not have been made or required any or all of, *medical consultation*, prescription medication, medical *treatment* or hospitalization, within the 180 days immediately prior to the *effective date*.

VTC2 Any *sickness* for which symptoms occurred within 48 hours of the *effective date*, except when application for this insurance is completed: a) prior to arrival in Canada; or b) before the *expiry date* of an existing TIC 'Visitors to Canada' policy.

VTC3 Any *sickness, injury* or medical condition for which a diagnosis need not have been made or state of health which, prior to the *effective date* of coverage, was such as to render *expected medical treatment* or hospitalization.

VTC4 Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentional self-inflicted injury.

VTC5 *Act of war*, kidnapping, *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, a *family member* or *travelling companion*.

VTC6 Any *sickness, injury* or medical condition for which a diagnosis need not have been made where a *trip* is undertaken for the purpose of securing medical *treatment* or advice.

VTC7 Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with prescribed *treatment* or medical therapy; or the misuse of medication.

VTC8 Any *medical consultation* that is *non-emergency*, elective or the consequence of a prior elective procedure.

VTC9 Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

VTC10 Any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*, or *treatment* which can be reasonably delayed until the *insured* returns to their *country of origin* (whether or not they intend to return) by the next available means of transportation, unless approved in advance by TIC.

VTC11 Any rehabilitation or convalescent care.

VTC12 *Injury* resulting from training for or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities or organized motor sport contests.

VTC13 Any loss incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications thereof.

VTC14 *Sickness* or *injury* resulting from a motor vehicle accident where the *insured* is entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.

VTC15 Dental or cosmetic surgery unless such *emergency* surgery is a result of a covered *injury*.

VTC16 *Treatment* or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.

VTC17 Naturopathic, holistic or acupuncture *treatment*.

VTC18 Costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

VTC19 Any loss incurred outside of Canada where the majority of the *period of coverage* has not been spent in Canada.

VTC20 Any loss incurred inside an *insured's country of origin* which is other than Canada.

VTC21 Any nuclear occurrence, however caused.

VTC22 *Treatment* or surgery for a specific condition you contracted in a country during a *trip*, and/or a condition related to an *act of war* or an *act of terrorism*, when, before the *effective date*, a written formal warning was issued by the Department of Foreign Affairs and International Trade of the Canadian Government, advising Canadians not to travel to that country, region or city.

EMERGENCY HOSPITAL & MEDICAL EXCLUSIONS FOR CANADIANS TRAVELLING OUT-OF-PROVINCE

Benefits are not payable for expenses due to:

EHM1 Any *sickness, injury* or medical condition, that exhibited symptoms for which a diagnosis need not have been made or required any or all of, *medical consultation*, prescription medication, *medical treatment* or hospitalization, within the 180 days immediately prior to the *effective date*.

EHM2 Any *sickness, injury* or medical condition for which a diagnosis need not have been made or state of health which, prior to the *effective date* of coverage, was such as to render *expected medical treatment* or hospitalization.

EHM3 Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentional self-inflicted injury.

EHM4 *Act of war*, kidnapping, *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, a *family member* or *travelling companion*.

EHM5 Any *sickness, injury* or medical condition for which a diagnosis need not have been made where a *trip* is undertaken for the purpose of securing *medical treatment* or advice.

EHM6 Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with prescribed *treatment* or medical therapy; or the misuse of medication.

EHM7 Any *medical consultation* that is non-emergency, elective or the consequence of a prior elective procedure.

EHM8 Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

EHM9 Any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*, or *treatment* which can be reasonably

delayed until the *insured* returns to their territory or province of residence (whether or not they intend to return) by the next available means of transportation, unless approved in advance by TIC.

EHM10 A recurrence or complication of the *sickness, injury* or medical condition that resulted in the *insured* being returned home if the *insured* elects to resume their *trip* after being returned to their province or territory of residence.

EHM11 Any rehabilitation or convalescent care.

EHM12 *Injury* resulting from training for or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities, or organized motor sport contests.

EHM13 Routine or elective *treatment* for pregnancy within the first 32 weeks of the pregnancy.

EHM14 Pregnancy, childbirth or complications thereof after the 32nd week of pregnancy.

EHM15 *Sickness* or *injury* resulting from a motor vehicle accident where the *insured* is entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.

EHM16 Dental or cosmetic surgery unless such *emergency* surgery is a result of a covered *injury*.

EHM17 *Treatment* or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.

EHM18 Naturopathic, holistic or acupuncture *treatment*.

EHM19 Costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

EHM20 Any nuclear occurrence, however caused.

EHM21 *Treatment* or surgery for a specific condition you contracted in a country during a *trip*, and/or a condition related to an *act of war* or an *act of terrorism*, when, before the *effective date*, a written formal warning was issued by the Department of Foreign Affairs and International Trade of the Canadian Government, advising Canadians not to travel to that country, region or city.

LIMITATIONS

1. Maximum *period of coverage*:
 - 365 days for persons age 15 days to 60 years inclusive.
 - 180 days for persons age 61-84.
2. Geographic coverage:
 - a) Worldwide for Visitors to Canada. Expenses incurred outside of Canada are covered provided that the majority of the *period of coverage* is spent in Canada. Expenses incurred outside of Canada will not be paid when incurred in the *insured's country of origin*.

- b) For *Canadian residents*, outside the *insured's* province or territory of residence.
3. In the event that an *insured*, at the end of the *period of coverage*, is confined to *hospital*, covered expenses for such confinement will be paid for up to 365 days from the date of the *injury* or *sickness* but not to exceed the sum insured. Refer to Extended Coverage After Termination on page 31.
4. The *aggregate limit* is \$20 million.

CONDITIONS

1. It is a condition of coverage that at the time of application the *insured* knows of no reason to seek medical attention.
2. It is a condition of coverage, that TIC be notified at the 24-hour claim line prior to, or within 48 hours of, admission to *hospital* and prior to any surgery or invasive investigations being performed. Failure to do so, without reasonable cause, will result in TIC reducing the eligible expenses by 20%.
3. General Conditions of this policy apply. See page 29.

CLAIMS PROCEDURE

Important Notes:

- In the event of hospitalization, TIC must be notified prior to, or within 48 hours of, admission to *hospital* and prior to any surgery or invasive investigations being performed.
- Any fee for completion of forms is not covered under this insurance.
- Incomplete forms will delay your claim.
- Claims must be submitted within 30 days of initial *treatment*.

How to Report Your Claim

Please start your claim online or download any of the claim forms mentioned below at www.travelinsurance.ca. If you do not have access to the internet and do not have a claim form with your policy, contact the TIC Claims Department for assistance. Submit all the following documents to the TIC Claims Department: (address on page 36)

1. Fully completed and signed claim form.
2. All original receipts with proof of payment for all expenses incurred.
3. Medical Certificate completed by the treating *physician* at your destination. Available on website.
4. For *hospital* visits (out-patients), obtain a copy of the Emergency Room report at the time of the visit.

5. For physiotherapy visits, obtain a letter from the referring *physician*.
6. In the event of an *injury*, provide details of other insurance which may respond to this loss (auto plans, homeowners/tenant or commercial insurance).

General Conditions

Applicable to all insurances in this policy booklet.

1. Co-operators Life Insurance Company hereby insures the person(s) named as the *insured(s)* and will pay the benefits listed in this policy except for benefits payable for Property insurance which is payable by The Sovereign General Insurance Company (hereinafter called the "Insurer") through TIC Travel Insurance Coordinators Ltd.
2. The *policy declaration* is the basis of and forms part of this policy. Coverage is valid only if the *insured* accepted the Mandatory Statement of Health and Consent to release medical information on or before the *application date* and prior to the *effective date* of coverage.
3. Expiry time of coverage is deemed to be the time within the time zone where the *insured* was residing when the insurance was issued.
4. Insurance is in effect only for coverages and for the sum insured indicated in the *policy declaration* and the Policy Booklet as applicable for which the premium has been paid on or before the *effective date*. Benefits are payable in accordance with the Classification of Coverages and are limited to the sum insured.
5. Benefits payable do not include interest charges.
6. The coverages outlined in this policy are second payor plans. If there are other third party liability, group or individual basic or extended health insurance plans or contracts including any private or provincial auto insurance plan providing *hospital*, medical or therapeutic coverage, in force concurrently herewith, amounts payable hereunder are limited to those expenses incurred outside the *insured's* province of residence that are in excess of the amounts for which the *insured* is insured under such other coverage. TIC will coordinate all benefits in conjunction with the guidelines provided by Canadian Life and Health Insurance Association.

Insured benefits do not include, and reimbursement will not be made for any expenses, services or supplies that an insurer is eligible to pay under a motor vehicle liability policy pursuant to the No-Fault Benefits Schedule under any Insurance Act. Where there is no other coverage reasonably available or other plan that will pay the expense, insured benefits will be paid by TIC.

7. Benefits are only payable under one policy, for each *insured* during the *period of coverage* indicated on this policy. If more than one TIC coverage is in force concurrently herewith, benefits will only be paid under the insurance with the greatest sum insured.
8. In the event of any payment of benefits under the insurance, the Insurer shall be subrogated to all the rights of recovery therefore which any insured receiving such payment may have against any person or organization. Such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after loss to prejudice such rights.
9. The entire coverage of this insurance shall be void if, whether before or after loss, the *insured* has concealed or misrepresented any material fact or circumstances concerning this coverage or subject thereof, or the interest of the *insured* therein, or in the case of any fraud or false swearing by the *insured*.
10. The *insured* shall be responsible for the verification of:
 - a) any medical expenses incurred and shall obtain itemized accounts of all medical services which have been provided;
 - b) any payment made by a provincial or territorial hospital/medical plan, or, if the *insured* is not covered or is not eligible for coverage, verification of any payment that would have been made;
 - c) any payment made by any other insurance plan or contract;
 - d) at the request of TIC it is the *insured's* responsibility to provide substantiating medical documentation from their *country of origin*. Failure to provide substantiating documents shall invalidate all claims under this insurance.
11. All benefits and limitations stated in this policy are deemed to be in Canadian currency (CAD).
12. TIC reserves the right to investigate or obtain private opinion on an *insured's* medical condition and to obtain any and all information relating to a claim.
13. It is a condition that TIC be notified at the 24-hour claim line prior to, or within 48 hours of, admission to

hospital and prior to any surgery or invasive investigations being performed. Failure to do so, without reasonable cause will reduce eligible expenses by 20%.

14. It is a condition precedent to liability under this policy that at the time of application, the *insured* is in good health and knows of no reason to seek medical attention. This condition applies to the Emergency Hospital & Medical and Trip Cancellation coverage.
15. This policy or any benefits payable or which may become payable under this policy are not assignable and the insurer is not responsible for or bound by any assignment entered into by the *insured*.

Extended Coverage After Termination

16. If an *insured* under this insurance is riding as a passenger in a conveyance licensed for the transportation of passengers and arranged by Rocky Mountaineer for which coverage would otherwise be provided under this insurance and if such conveyance is scheduled to arrive at its destination while this insurance is in force but is delayed beyond such arrival time by reason of circumstances over which the *insured* has no control, the coverage of this insurance shall be extended automatically until the *insured* ceases to be a passenger in such conveyance, but not to exceed 72 additional hours.
17. If an *insured* under this insurance is deemed as medically unfit to travel as a result of a covered *injury* or *sickness* and if this advice is provided prior to the expiry date of this policy as indicated on this policy booklet and if this advice is provided, in writing, by the attending *physician*, this insurance will automatically be extended for five days.
18. If an *insured* is hospitalized at the end of the *period of coverage*, insurance will be extended to the *insured* and insured *travelling companions* remaining with the *insured* when reasonable and necessary, for the period of *hospital* confinement, plus 72 hours after release to travel home.
19. Extension or renewal of coverage is subject to the Terms and Conditions outlined by TIC on file with the duly appointed agents of TIC.
20. It is a condition that each term of coverage is considered a separate contract and all terms and conditions of coverage apply except where waived or endorsed by authorization of TIC.

Definitions

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

Act of war means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Acute means the initial *emergency*, short course (not chronic) *treatment* phase of an *injury* or *sickness*.

Aggregate limit means the total number or value of insured losses resulting from any one accident or event causing loss.

Application date (applicable to Trip Cancellation & Interruption) is deemed as the date the *insured* purchases this insurance in conjunction with the initial non-refundable costs associated with booking their *trip*.

Business meeting means a meeting scheduled before the *effective date* of this insurance between companies with unrelated ownership, pertaining directly to the *insured's* full-time employment or professional association and is required by the *insured's* employer.

Canadian resident means a landed immigrant or Canadian citizen who maintains a permanent residence in Canada to which they will return after their *trip* and is covered under a provincial or territorial health plan.

Country of origin means the country in which the *insured* maintained a permanent residence prior to entry into Canada.

Default means a complete cessation of operations as a result of a bankruptcy of a contracted travel supplier.

Effective date means the date coverage commences as indicated on the *policy declaration*. Effective date for Trip Cancellation & Interruption Plans is the *application date*.

Emergency is an unforeseen *sickness* or *injury* affecting the *insured* in such a way that the *insured* requires immediate intervention by a *physician* or legally licensed dentist. Such emergency no longer exists, when in the opinion of the attending *physician*, the *insured* is able to return to their place of ordinary residence.

Expected medical treatment means *medical consultation* or hospitalization which has been shown, by prior medical history, as probable or certain to occur.

Family member means the *insured's* legal or common-law *spouse*, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, ward, natural or adopted child.

Hospital means an incorporated or licensed hospital having accommodation for resident in-patients, a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a *physician* or *physicians*. In no event shall this include a convalescent or nursing home, home for the aged, health spa, or an institution for the care of drug addicts, alcoholics or persons suffering from mental or nervous disorders.

Injury means accidental bodily injuries received while this insurance is in force resulting in loss, independent of *sickness* and all other causes.

Insured means an eligible person over the age of 14 days whose name appears on the *policy declaration* and who has paid the required premium and meets all the conditions of the plan selected.

Key employee means a business partner or an employee whose continued presence is critical to the ongoing affairs of the business during the *insured's* absence.

Medical consultation means the obtaining of any medical services from a licensed medical practitioner for an ailment, illness or disease, which includes any or all of: history taking, medical examination, investigative testing, advice or *treatment*, and for which a diagnosis of the condition need not have been definitively made. Does not include regular medical check-ups where there is no medical clinical sign, or patient portrayed symptoms.

Nuclear, chemical or biological means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- **Nuclear** means any occurrence causing bodily *injury*, *sickness*, disease, or death or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special *nuclear*, or by-product material.
- **Chemical** agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals plants or material property.
- **Biological** agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Period of coverage means the number of days coverage for which premium has been paid and for the dates indicated on the policy.

Physician means a person other than the *insured*, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed, and is not related to the *insured* by blood or marriage.

Policy declaration means the section of the Reservation Confirmation and Invoice issued by Rocky Mountaineer titled *policy declaration* specifying the insured's names, *period of coverage*, *application date*, effective and expiry dates, coverages selected, and premium paid.

Professional means any person who earns the majority of their income from a particular sporting activity.

Sickness means illness or disease causing loss commencing while this insurance is in force.

Spouse means a person who is legally married to the *insured*, or has been living in a common-law relationship (either opposite sex or same sex) with the *insured* for a continuous period of at least one year and who resides in the same household as the *insured*.

Travelling companion is a person who has pre-paid shared accommodation or transportation with the *insured*. (Maximum of five (5) persons including the *insured*.)

Treatment means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician* including, but not limited to, prescribed medication, investigative testing and surgery.

Trip means the entire trip contracted by the *insured* and for which the premium was paid.

STATUTORY CONDITIONS

Notwithstanding any other provisions herein contained, this contract is subject to the Statutory Conditions in The Insurance Act respecting contracts of Accident Insurance. In Witness Whereof, CO-OPERATORS LIFE INSURANCE COMPANY has caused this policy to be signed by its COO and Senior Vice President.

Administered by:

TIC Travel Insurance Coordinators Ltd.
1200 – 438 University Avenue
Toronto, Ontario
Canada M5G 2K8

Underwritten by:

Co-operators Life Insurance Company
1920 College Avenue
Regina, Saskatchewan
Canada S4P 1C4

Property risks are underwritten by:

The Sovereign General Insurance Company
500 – 6700 Macleod Trail S.E.
Calgary, Alberta
Canada T2H 0L3

Claims Information

We want to make your claim go as quickly and easily as possible. Please check that you have attached all the necessary documentation. Submitting incomplete information will delay your claim. On occasion it may be necessary for TIC to request additional information. You will find claims procedures at the end of each plan description. You can also start your claim on our website by going to www.travelinsurance.ca.

CLAIMS PROCEDURES

You will find claims procedures at the end of each plan description in this policy booklet. Claims can be started online from our website at: www.travelinsurance.ca.

Or, write to:

TIC Claims Department

1200 – 438 University Avenue
Toronto, Ontario M5G 2K8

Telephone: 416-340-8809

Fax: 416-340-7152

Toll free Canada/U.S.A: 1-800-869-6747

TIPS FOR SUBMITTING A CLAIM

1. Completely fill out your claim form. Claim forms request the information we need to process your claim. Incomplete forms must be returned, which causes delays.
2. Follow the claims procedures as indicated in your policy booklet.
3. Information about making a claim and the forms you will need are available from our website at www.travelinsurance.ca. Use this resource to quickly gain access to the information you need.
4. Speed up the claims process by submitting your information online at www.travelinsurance.ca.

TRAVEL ASSISTANCE SERVICES

If at anytime during your trip you become injured or sick, call TIC Travel Assistance for immediate guidance on your difficult event.

Medical personnel supported by skilled administrative staff will guide you through the emergency situation by contacting clinical facilities where you are located, anywhere in the world.

Our multilingual staff allows us to ensure you receive the best possible care by monitoring your case directly with the attending *physicians* in the area, and overseeing the quality of medical services provided.

Travel Assistance personnel will liaise with your doctors and relatives at home. They will also work closely with your attending *physician* and provide input to *treatment* options in partnership with medical personnel.

We are here to help. Our service is available 24 hours a day, 7 days a week. TIC Travel Assistance also provides support and recommendations for non-medical emergencies, providing you with access to resources to help resolve any unexpected difficulties you encounter during your trip.

PRIVACY STATEMENT

Your privacy is important to us. We are committed to ensuring the privacy, confidentiality, accuracy and security of the personal information we collect, use, retain and disclose in the course of conducting business. For our detailed privacy policy please visit our website: www.travelinsurance.ca.

IMPORTANT

- Failure to provide substantiating documents shall invalidate all claims under this insurance.
- Assistance for a medical emergency arising anywhere in the world is provided on a best effort basis. TIC Travel Insurance Coordinators Ltd., Co-operators Life Insurance Company or their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received or for failure to obtain medical service.
- The Authorization and Certification section of the claim form may be signed by a parent or legal guardian for a minor or spouse, or a legally authorized representative.

In case of cancellation, notify Rocky Mountaineer on the day the cause of cancellation occurs, or on the next business day at the latest, and notify TIC at the same time.

TIC Travel Insurance Coordinators Ltd. must be notified prior to, or within 48 hours of, admission to hospital and prior to any surgery or invasive investigations being performed.

Failure to do so, without reasonable cause, will reduce eligible expenses by 20%.

FOR EMERGENCIES CALL:

TIC Travel Assistance

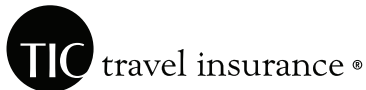
Toll Free Canada/USA: 1-800-995-1662

Collect Worldwide: + 416-340-0049

Service is available 24 hours/day, 7 days/week.

PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL

This insurance is administered and arranged by:



This insurance is sold through:



ROCKY MOUNTAINEER