

TRAFALGAR

Travel Protection Plan Designed for the Canadian Clients of Trafalgar

IMPORTANT NOTICE - PLEASE READ CAREFULLY

* Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy before you travel as your coverage is subject to certain limitations or exclusions.

* Your policy may not provide coverage for medical conditions and/or symptoms that existed before your trip. Check to see how this applies in your policy and how it relates to your departure date, date of purchase or effective date.

* In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is made.

*If your policy provides travel assistance, you may be required to notify the designated assistance company prior to treatment. Your policy may limit benefits should you not contact the assistance company within a specified time period.

PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL.

Important

This program is valid only if the appropriate plan cost has been paid within two (2) days of your Trip deposit and received by Trafalgar. Please keep this document as your record of coverage.

Section I - Travel Insurance Benefits

Underwritten by

Legacy General Insurance Company
5000 Yonge Street, Toronto ON M2N 7J8

Policy Number MZ0926385H0000A

Description of Coverage

Schedule: Trafalgar Maximum Benefit Amount Up To:

Part A. Medical Protection

Emergency Medical Expense.....C\$1,000,000*
Emergency Evacuation/Repatriation.....C\$50,000

**Note: The Medical Expense benefits of this plan are subject to a maximum benefit limit of C\$30,000 for those persons who, at the time of a covered Injury or Sickness, do not have valid hospital and medical insurance under a Government Health Insurance Plan of a province or territory of Canada.*

Part B. Baggage Protection

Baggage and Personal Effects.....C\$2,500
Baggage Delay.....C\$500

Part C. Travel Accident Protection

Accidental Death and Dismemberment
Air Common Carrier Only.....C\$100,000
Any Other Circumstance.....C\$25,000

Section II - Worldwide Emergency Assistance

Provided by On Call International

CareFree™ Travel Assistance.....24/7
Medical Assistance.....24/7
Emergency Services.....24/7

Section III

Trafalgar Pre-Departure, Post-Departure &
Delay Booking Refund Policy

Trip Cancellation.....Up To Total Trip Cost
Trip Interruption.....Up To Total Trip Cost
Trip Delay.....C\$1,000, up to C\$150/Day

Section I - Travel Insurance Benefits

Underwritten by
Legacy General Insurance Company

Summary of Coverages

Part A. Medical Protection

Medical Expense/Emergency Assistance Benefits

We will pay this benefit, up to the amount on the Schedule for the following Covered Expenses incurred by you, subject to the following **limitations, restrictions and exclusions**: 1) Covered Expenses will only be payable at the Usual and Customary level of payment; 2) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Covered Trip; 3) benefits payable as a result of incurred Covered Expenses will only be paid after benefits have been paid under any Other Valid and Collectible Group Insurance in effect for you. We will pay that portion of Covered Expenses which exceed the amount of benefits payable for such expenses under your Other Valid and Collectible Group Insurance.

Covered Expenses:

Emergency Medical Expense/Sickness Medical Expense:

1. expenses for the following Physician-ordered medical services: services of legally qualified Physicians and graduate nurses, charges for Hospital confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services, incurred by you within one year from the date of your Sickness or Injury;
2. expenses for emergency dental treatment incurred by you during a Covered Trip;

In no event will all benefits paid for Emergency Medical expenses exceed the coverage limit of C\$1,000,000.

Emergency Evacuation:

3. expenses incurred by you for Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when you are critically ill or injured and no suitable local care is available, subject to the Program Medical Advisors prior approval;
4. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to your place of residence, when deemed medically necessary by the attending Physician, subject to the Program Medical Advisors prior approval;

5. expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of hospitalization for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 7 days;
6. expenses for transportation not to exceed the cost of one-way economy class air fare to your place of residence, including escort expenses if you are 18 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult(s), subject to the Program Medical Advisors prior approval;
7. expenses for one-way economy class air fare (or first class, if your original tickets were first class) to place of residence, from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets, if these expenses are not covered elsewhere in the plan.

Repatriation:

8. repatriation expenses for preparation and air transportation of your remains to your place of residence, or up to an equivalent amount for a local burial in the country where death occurred, if you die while on your Covered Trip.

In no event will all benefits paid for Emergency Evacuation and Repatriation expenses exceed the coverage limit of C\$50,000.

Please note: Benefits under Section I Part A (except Emergency Evacuation and Repatriation) & Section III are subject to the Pre-Existing Condition Exclusion detailed below and other exclusions listed on Pages 16-18.

Pre-Existing Condition means an illness, disease, or other condition during the 60-day period immediately prior to your effective date for which you or your Traveling Companion, Business Partner or Immediate Family Member who is scheduled or booked to travel with you:

1. received or received a recommendation for a diagnostic test, examination, or medical treatment; or
2. took or received a prescription for drugs or medicine.

Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this Policy.

Waiver of the Pre-Existing Condition Exclusion

The Pre-Existing Condition Exclusion is waived provided you meet all of the following requirements:

1. the payment for this plan is received within 2 days of the initial Covered Trip deposit/payment for your Covered Trip; and
2. you are not disabled from travel at the time you make your plan payment.

If you have any questions concerning this exclusion, please call Aon Affinity at **1.866.580.4869** for further clarification.

Part B. Baggage Protection

Baggage and Personal Effects Benefit

We will reimburse you, less any amount paid or payable from any Other Valid and Collectible Insurance or indemnity, up to the amount shown in the Schedule, for direct loss, theft, damage or destruction of your Baggage during your Covered Trip.

Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value or replacement cost basis. For items without receipts, payment of loss will be calculated based upon 80% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your proof of loss. We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will: 1) repair or replace any part to restore the pair or set to its value before the loss; or 2) pay the difference between the value of the property before and after the loss.

Items Subject to Special Limitations

We will not pay more than C\$500 (or the Baggage and Personal Effects limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; decorative or personal articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. There is a C\$250 per article limit.

Baggage Delay Benefit

We will reimburse you, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Schedule for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed by a Common Carrier for 24 hours or more during the Covered Trip. You must be a ticketed passenger on a Common Carrier.

Part C. Travel Accident Protection

Accidental Death and Dismemberment

We will pay this benefit up to the amount on the Schedule if you are injured in an Accident which occurs while you are on a Covered Trip and covered under the plan, and you suffer one of the losses listed below within 365 days of the Accident. The Principal Sum is the amount shown on the Schedule for this benefit.

Loss:	Percentage of Principal Sum Payable:
Life.....	100%
Both Hands; Both Feet or Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
One Hand and Sight of One Eye.....	100%
One Foot and Sight of One Eye.....	100%
One Hand; One Foot or Sight of One Eye.....	50%

If you suffer more than one loss from one Accident, we will pay only for the loss with the larger benefit. Loss of a hand or foot means complete severance at or above the wrist or ankle joint. Loss of sight of an eye means complete and irrecoverable loss of sight.

Air Common Carrier Benefits

The benefits provided by the plan for air flight applies only if you sustain a covered loss in an Accident which occurs 1) while a passenger in or on, boarding or alighting from an Air Common Carrier; or 2) being struck or run down by an Air Common Carrier of a regularly scheduled airline or an air charter company that is licenced to carry passengers for hire.

Section II - Worldwide Emergency Assistance

Provided by On Call International

Not a care in the world...when you have our 24/7 global network to assist you on your travels.

- **CareFree™ Travel Assistance**
- **Medical Assistance**
- **Emergency Services**

CareFree™ Travel Assistance

Travel Arrangements

- Arrangements for last-minute flight and hotel changes
- Luggage Locator (reporting/tracking of lost, stolen or delayed baggage)
- Hotel finder and reservations
- Airport transportation
- Rental car reservations and automobile return
- Coordination of travel for visitors to bedside
- Return travel for dependent/minor children
- Assistance locating the nearest embassy or consulate
- Cash transfers
- Assistance with bail bonds

Pre-Trip Information

- Destination guides (hotels, restaurants, etc.)
- Weather updates and advisories
- Passport requirements
- Currency exchange
- Health and safety advisories

Documents and Communication

- Assistance with lost travel documents or passports
- Live email and phone messaging to family and friends
- Emergency message relay service
- Multilingual translation and interpretation services

Medical Assistance and Managed Care

- Medical case management, consultation and monitoring
- Medical Transportation
- Dispatch of a doctor or specialist
- Referrals to local medical and dental service providers
- Worldwide medical information, up-to-the-minute travel medical advisories, and immunization requirements
- Prescription drug replacement
- Replacement of eyeglasses, contact lenses and dental appliances

Emergency Services

- Emergency medical and dental assistance
- Emergency legal assistance
- Emergency family travel arrangements

CareFree™ Travel Assistance, Medical Assistance and Emergency Services can be accessed by calling On Call International at **1.888.263.4941** or, from Canada, call collect*: **1.603.328.1711**.

** If you have any difficulty making this collect call, contact the local phone operator to connect you to a long-distance service. In this case, please let the Assistance Provider answering the phone know the number you are calling from, so that he/she may call you back. Any charges for the call will be considered reimbursable benefits.*

Note that the problems of distance, information, and communications make it impossible for Legacy General Insurance Company, Aon Affinity, Trafalgar, or On Call International to assume any responsibility for the availability, quality, use, or results of any emergency service. In all cases, you are still responsible for obtaining, using, and paying for your own required services of all types.

Definitions

In the brochure, “you”, “your” and “yours” refer to the insured. “We”, “us” and “our” refer to the company providing the coverage. In addition certain words and phrases are defined as follows:

Accident means a sudden, unexpected, unintended and external event, which causes Injury.

Actual Cash Value means purchase price less depreciation.

Air Common Carrier means any air conveyance operated under a licence for the transportation of passengers for hire.

Baggage means luggage, personal possessions and travel documents taken by you on the Covered Trip.

Business Partner means an individual who is involved, as a partner, with you in a legal general partnership and shares in the management of the business.

Common Carrier means any land, water or air conveyance operated under a licence for the transportation of passengers for hire.

Covered Trip means a period of travel away from Home to a destination outside your city of residence; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind.

Domestic Partner means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

Elective Treatment and Procedures means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a provincial or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

Home means your primary or secondary residence.

Hospital means an institution, which meets all of the following requirements:

1. is operated pursuant to law; and
2. is primarily engaged in providing or operating either on its premises or in facilities available to the Hospital on a prearranged basis and under supervision of a staff of one (1) or more duly licensed Physicians, medical, diagnostic and major surgery facilities for medical care and treatment of sick and injured persons on an inpatient basis; and

3. provides twenty-four (24) hour nursing service by or under supervision of registered nurses (RNs).

A Hospital does not include an institution or that part of an institution operated primarily as:

1. convalescent home, convalescent, rest or nursing facility; or
2. facility primarily affording custodial or educational care; or
3. facility for the aged, drug addicts or alcoholics

Immediate Family Member includes your or the Traveling Companion's dependent, spouse, child, spouse's child, son-daughter-in-law, parent(s), sibling(s), grandparent(s), grandchild, step brother-sister, step-parent(s), parent(s)-in-law, brother-sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, or ward.

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

Insured means an eligible person who arranges a Covered Trip, and pays any required plan payment.

Insurer means Legacy General Insurance Company.

Other Valid and Collectible Group Insurance means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labour union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

Payments or Deposits means the cash, cheque, or credit card amounts actually paid to the Policyholder for your Covered Trip.

Physician means a person licenced as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her licence for the service or treatment given and may not be you, a Traveling Companion, or an Immediate Family Member of yours.

Policy means the contract issued to the Policyholder providing the benefits specified herein.

Policyholder means the legal entity in whose name this Policy is issued, as shown on the Schedule.

Pre-Existing Condition (see page 3 for definition)

Program Medical Advisors means On Call International.

Quarantined means the isolation of a person afflicted with or exposed to a communicable disease, the purpose being to prevent the spread of disease.

Schedule means the benefit schedule shown within this Description of Coverage.

Scheduled Departure Date means the date on which you are originally scheduled to leave on your Covered Trip.

Scheduled Return Date means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

Scheduled Trip Departure City means the city where the scheduled Trip on which you are to participate originates.

Sickness means an illness or disease of the body which: 1) requires examination and treatment by a Physician, and 2) commences while the plan is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the effective date of this plan is not a Sickness as defined herein and is not covered by the plan.

Terrorist Act means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

Traveling Companion means a person with you on the same Trip arrangement and who, during the Trip, will share accommodations with you in the same room, cabin, condominium unit, apartment unit, or other lodging.

Trip means a trip for which coverage has been elected and the plan payment paid, and all travel arrangements are arranged by Trafalgar prior to the Scheduled Departure Date of the trip.

Usual and Customary Charge means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 90th percentile.

Section III

Trafalgar Pre-Departure, Post-Departure & Delay Booking Refund Policy for Canadian Clients

Trafalgar (“we” “us” “our”) has been creating exceptional guided vacations for almost 70 years. We look forward to sharing Your vacation and travel experiences. We also recognize though, that sometimes, the unexpected happens and You may have to cancel travel that You have booked through us. Generally speaking, travel services booked through us are non-cancellable and non-refundable unless otherwise indicated by our representative at the time of booking and confirmed on Your travel documentation. However, under our Pre-Departure, Post-Departure and Trip Delay Booking Refund Policy You may be entitled to a refund if You must cancel Your Trip due to unforeseen circumstances.

This only applies in the circumstances set out below in the following sections:

Section A. Pre-Departure Trip Cancellation Refund Policy

Section B. Post-Departure Trip Interruption Refund Policy

Section C. Trip Delay Refund Policy

Part D. Other Refund Conditions

Part E. Definitions

Part F. Refund Requests

Part G. Any Reason Refund Requests

Certain words and phrases, which are capitalized, are defined. Please refer to Part E.

Part A

Pre-Departure Trip Cancellation Refund Policy

We will reimburse You, the amount of prepaid, otherwise non-refundable, and unused Payments or Deposits that were paid to us for Your Trip only if You, Your Immediate Family Member, Your Traveling Companion or Your Business Partners suffers i) Sickness; ii) Injury; iii) Death; or iv) in the event of Other Refundable Events; occurring within the Refundable Period and before Scheduled Departure Date.

We only provide a refund for Pre-Departure Trip Cancellation in the event of a Sickness or Injury if the Sickness or Injury a) commences after booking and during the Refundable Period; b) is serious enough to require the examination and treatment by a Physician which treatment must be on-going at the time the Trip is canceled; and c) in the written opinion of the treating Physician, is so disabling or serious as to prevent You from taking Your Trip.

If only a Traveling Companion’s portion of the Trip is canceled and Your Trip is not we will pay Your additional cost as a result of a change in the per person occupancy rate for prepaid travel arrangements.

Note: With respect to air cancellation penalties, You are eligible for a refund only for air arrangements booked through us and flights connecting to such air arrangements booked through us. We will not provide a refund for cancellation charges imposed on any other air arrangements You may book on Your own.

Part B

Post-Departure Trip Interruption Refund Policy

In the event of Post Departure Trip Interruptions we will reimburse You the following amounts for unused land or water travel arrangements and/or the following, less any refund paid or payable to You under Your original booking from the provider or other sources:

1. the additional transportation expenses by the most direct route from the point You interrupted Your Trip:
 - a) to the next scheduled destination where You can catch up to Your Trip; or
 - b) to the final destination of Your Trip.
2. the additional transportation expenses incurred by You by the most direct route to reach Your original Trip destination if You are delayed and leave after the Scheduled Departure Date. In no event will we refund more than the cost of a one-way economy air fare (or first class, if the original tickets were first class) by the most direct route less any refunds paid or payable for Your unused original tickets.
3. reasonable additional accommodation and transportation expenses (up to C\$100 per day) incurred to remain near a covered traveling Immediate Family Member or Traveling Companion who is hospitalized during your Trip.

We only provide a refund for Post-Departure Trip Interruptions in the event You, Your Immediate Family Member, Your Traveling Companion or Your Business Partner's suffers Sickness, Injury or Death while on the Trip and as a result thereof:

- i. Your arrival on Your Trip is delayed; or
- ii. You are unable to continue on Your Trip after You have departed on Your Trip (The Sickness or Injury must commence while You are on Your Trip and during the Refundable Period).

Part C

Trip Delay Refund Policy

We will reimburse You, up to the amount shown in the Schedule, less any refund paid or payable and reasonable additional expenses incurred by You for hotel accommodations, meals, telephone calls and economy transportation to:

- i. catch up to Your Trip; or
- ii. to return Home

If Your Trip is delayed for 12 hours or more due to any one of the following:

1. Common Carrier delay;
2. loss or theft of Your passport(s), travel documents or money;
3. being Quarantined;
4. hijacking;
5. natural disaster;
6. a documented traffic accident while You are en route to departure;
7. unannounced strike;
8. a civil disorder;
9. Sickness, Injury or Death of You, Your Traveling Companion, or an Immediate Family Member traveling with You.

Part D

Other Refund Conditions

In no event shall the amount reimbursed by Trafalgar under Trip Cancellation/Trip Interruption/Trip Delay Refund Policy exceed the amount you prepaid for your Trip.

In no event shall the amount reimbursed by us under this Trip Cancellation/Trip Interruption/Delay Refund Policy exceed the amount You prepaid for Your Trip or the Refund Limit specified in Your travel documentation.

You, Your Traveling Companion and/or Your Immediate Family Member booked to travel with You must be medically capable of travel on the day You purchase Your Trip and at the inception of the Refundable Period. The reason for cancellation, interruption or delay of Your Trip must occur after You purchase Your Trip.

Events of insolvency, whether ours, an airline's or another travel agent's, are not events that give rise to a right to a refund from us.

In the event of a requested refund due to Sickness or Injury we only provide a refund if the Sickness or Injury commences during the Refundable Period. In the event of Sickness or Injury we may request evidence that there was an examination and treatment by a Physician at the time the Trip is cancelled, interrupted or delayed and further that, in the written opinion of the treating Physician, the Sickness or Injury was so disabling as to require cancellation, interruption or delay of Your Trip.

In order to be eligible under this Refund Policy, payment of any initial deposit or payment for the entire Trip must be received within 2 days of booking;

Part E

Definitions

Accident means a sudden, unexpected, unintended and external event, which causes Injury.

Business Partner means an individual who is involved, as a partner, with You in a legal general partnership and shares in the management of the business.

Common Carrier means any land, water or air conveyance operated under a licence for the transportation of passengers for hire.

Death means loss of life occurring during the Refundable Period.

Home means Your primary or secondary residence.

Immediate Family Member includes Your or the Traveling Companion's dependent, spouse, child, spouse's child, son-daughter-in-law, parent(s), sibling(s), grandparent(s), grandchild, step brother-sister, step-parent(s), parent(s)-in-law, brother-sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, or ward.

Injury means means bodily harm caused by an accident which 1) occurs during the Refundable Period; and 2) requires examination and treatment by a Physician. Sickness is not an injury.

Other Refundable Events means only the following unforeseeable events or their consequences which occur while You are on a Trip:

1. Common Carrier delays resulting from inclement weather or mechanical breakdown, subject to the following conditions: a) the scheduled carrier connecting times must be 90 minutes or longer; and b) the scheduled time between arrival at the city of Your departure and the scheduled Trip departure must be 4 hours or longer.
2. a change in plans by You, an Immediate Family Member traveling with You, or Traveling Companion resulting from one of the following events which occurs during the Refundable Period in the case of Pre-Departure Cancellations and during the scheduled Trip and during the Refundable Period in the case of Post –Departure Trip Interruptions:
 - a) being directly involved in a documented traffic accident while en route to departure;
 - b) being hijacked, Quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided You, an Immediate Family Member traveling with You or a Traveling Companion is not: 1) a party to the legal action; or 2) appearing as a law enforcement officer;

- c) having Your Home made uninhabitable or company deemed unsuitable for business due to fire, flood, volcano, earthquake, hurricane or other natural disaster;
- d) being called into active military service to provide aid or relief in the event of a natural disaster;
- e) a documented theft of passports or visas;
- f) a transfer of employment of 250 miles or more; or
- g) a Terrorist Act which occurs in Your departure city or in a foreign city which is a scheduled destination for Your Trip provided: 1) The Terrorist Act occurs within 30 days of the Scheduled Departure Date for Your Trip;

Physician means a person licenced as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her licence for the service or treatment given and may not be You, a Traveling Companion, or an Immediate Family Member of Yours.

Quarantined means the isolation of a person afflicted with or exposed to a communicable disease, the purpose being to prevent the spread of disease.

Refund Limit means the amount indicated on Your travel documents as the maximum amount we will refund to You under this Refund Policy.

Refundable Period means the period of time indicated as the Refundable Period on Your travel documentation issued by us:

- a) in respect of Pre-Departure Trip Cancellation Refund Policy the date payment for Your Trip to which this refund policy applies is received by us;
- b) in respect of Post-Departure Trip Interruption Refund Policy the Scheduled Departure Date of Your Trip on the condition that the required payment for Your Trip is received; and otherwise on the later of (i) the date payment for the Trip has been received by us; (ii) the date and time You start Your Trip; or
- c) 12:01 A.M. Standard Time on the Scheduled Departure Date of Your Trip.

Scheduled Departure Date means the date on which You are originally scheduled to leave on Your Trip.

Sickness means an illness or disease of the body which: 1) requires examination and treatment by a Physician, and 2) commences during the Refundable Period. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the Refundable Period is not a Sickness as defined herein and does not give rise to a right to a refund.

Travelling Companion means a person with You on the same Trip arrangement and who, during the Trip, will share accommodations with You in the same room, cabin, condominium unit, apartment unit, or other lodging.

Terrorist Act means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

Trip means travel services away from Your city of residence booked through us which trip is subject to this Refund Policy. Not all trips qualify for this Refund Policy. Confirmation of whether Your trip qualifies will be made at the time of booking.

You means the person who booked the Trip and agreed to pay for it and "Your" refers to such person.

Other Covered Events means only the following unforeseeable events or their consequences which occur while coverage is in effect under this Policy:

1. Common Carrier delays resulting from inclement weather or mechanical breakdown. Item #1 is subject to the following conditions: a) the scheduled carrier connecting times must be 90 minutes or longer; and b) the scheduled time between arrival at the Scheduled Trip Departure City and the scheduled Trip departure must be 4 hours or longer.
2. a change in plans by you, an Immediate Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:
 - a) being directly involved in a documented traffic accident while en route to departure;
 - b) being hijacked, Quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, an Immediate Family Member traveling with you or a Traveling Companion is not: 1) a party to the legal action; or 2) appearing as a law enforcement officer;
 - c) having your Home made uninhabitable or company deemed unsuitable for business due to fire, flood, volcano, earthquake, hurricane or other natural disaster;
 - d) being called into active military service to provide aid or relief in the event of a natural disaster;
 - e) a documented theft of passports or visas;
 - f) a transfer of employment of 250 miles or more; or

- g) a Terrorist Act which occurs in your departure city or in a foreign city which is a scheduled destination for your Covered Trip provided: 1) The Terrorist Act occurs within 30 days of the Scheduled Departure Date for your Covered Trip;

Part F

Refund Requests

Contact Trafalgar IMMEDIATELY of any Trip Cancellation/Interruption or Delay. You have 48 hours to report any such event. If You do not report events immediately and within this period we may not be able to provide a refund. You may have to obtain information from a Physician to support Your refund request.

Part G

“Any Reason” Cancellation Refund and Credit

For Trips that have a cancellation penalty attached to them, You may cancel for any reason 48 hours or more in advance of Your Scheduled Departure Date and in that event You will receive travel credits from us equivalent to any cancellation penalty that applies to your Trip and You may also receive a refund from us for the remaining cost of your Trip up to the Refund Limit. There are conditions and limitations that apply. In order to be eligible under this “Any Reason” Cancellation Refund and Credit Policy, payment of any initial deposit or payment for the entire Trip must be received within 2 days of booking. Penalties associated with air or other travel arrangements are not refunded by us

General Plan Exclusions

In Section I Part A & Section III:

We will not pay for any loss or expense caused by or incurred resulting from: a Pre-Existing Condition, as defined in this plan. This exclusion does not apply to benefits under covered expenses emergency medical evacuation or repatriation of remains of the Medical Expense/Emergency Assistance Benefits coverage.

In Section I Parts A, B, & C:

We will not pay for any loss under the plan, caused by or incurred resulting from:

1. mental, nervous, or psychological disorders, except if hospitalized;
2. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
3. normal pregnancy, except if hospitalized; or elective abortion;
4. declared or undeclared war, or any act of war;
5. service in the armed forces of any country;
6. operating or learning to operate any aircraft, as pilot or crew;

7. any unlawful acts, committed by you or a Traveling Companion (whether insured or not);
8. **any amount paid or payable under any Worker's Compensation Board, Worker's Safety Insurance Board, Disability Benefit or similar law;**
9. Elective Treatment and Procedures;
10. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
11. business, contractual or educational obligations of you, an Immediate Family Member, Business Partner, or Traveling Companion;
12. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements; or
13. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

In Part B:

Items Not Covered

We will not pay for damage to or loss of:

1. a loss or damage caused by detention, confiscation or destruction by customs;
2. animals;
3. property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results from the use thereof;
4. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances;
5. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;
6. documents or tickets, except for administrative fees required to reissue tickets;
7. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards;
8. property shipped as freight or shipped prior to the Scheduled Departure Date.

Losses Not Covered

We will not pay for loss arising from:

1. theft or pilferage from an unattended vehicle;
2. mysterious disappearance.

In Part C:

The following exclusions apply to the accidental death and dismemberment coverage:

1. We will not pay for loss caused by or resulting from Sickness of any kind;

2. your suicide, attempted suicide, or intentionally self-inflicted injury, regardless of the mental state of the insured;
3. participation as a professional in athletics;
4. participation in organized amateur and interscholastic athletic or sports competition or events;
5. riding or driving in any motor competition;
6. nuclear reaction, radiation or radioactive contamination;
7. scuba diving, snow skiing, skydiving, parachuting, hang gliding, or travel on any air supported device, other than on a regularly scheduled airline or air charter company.

Term of Coverage

When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of:

1. the date the plan payment has been received by Trafalgar;
2. the date and time you start your Covered Trip; or
3. 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

Pre-Departure Trip Cancellation coverage will take effect on the date your plan payment is received by Trafalgar. Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Covered Trip if the required plan payment is received.

When Coverage Ends

Your coverage automatically ends on the earliest of:

1. the date the Covered Trip is completed;
2. the Scheduled Return Date;
3. your arrival at the return destination on a round-trip, or the destination on a one-way trip; and
4. cancellation of the Covered Trip covered by the plan.

If your air arrangements are greater than 10 total days before and/or after your Trip, you will also be covered for Trip Interruption, Trip Delay, and post-departure benefits under Parts A, B, and C on the day(s) you are flying to/from your destination.

Claims Procedure

1. **Emergencies Arising During Your Trip:** Please refer to Section II. Worldwide Emergency Assistance.
2. **Trip Cancellations:** Contact your travel agent, Trafalgar and Aon Affinity IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. Aon Affinity will then forward the appropriate claim form which must be completed by you AND THE ATTENDING PHYSICIAN, if applicable.

- 3. All Other Claims:** Report your claim as soon as possible to Aon Affinity. Provide the policy number above, your travel dates, and details describing the nature of your loss. Upon receipt of this information, Aon Affinity will promptly forward you the appropriate claim form to complete.

Online: www.travelclaim.com

Phone: 1-(866) 580-4869 or 1-(516) 342-2720

Mail: Aon Affinity
300 Jericho Quadrangle, P.O. Box 9022,
Jericho, NY 11753

Office Hours: 8:00 AM - 10:00 PM ET, Monday - Friday;
9:00 AM - 5:00 PM ET, Saturday

Important: In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; police reports or claims reports from the parties responsible (e.g., airline, cruise line, hotel, etc.) for any loss, theft, damage or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of the delay. You must receive initial treatment within 90 days of the accident, which caused the Injury or the onset of the Sickness.

Enrolment Procedure

1. In order to quickly effect coverage and protect your Trip deposit(s), make payment for the applicable plan cost to your travel agent or Trafalgar upon booking your Trip (in addition to your deposit payment). In order to waive the Pre-Existing Condition Exclusion on Page 4, If you have already paid your deposit, remit payment for the applicable plan cost to your travel agent or Trafalgar prior to, or upon final payment of your Trip cost. Trip Cancellation will become effective on the date this payment is received by Trafalgar.
2. Please note: Payment for the plan may not be accepted after the Trip cost has been paid in full.
3. Eligibility: This plan is available to Canadian residents only.

This program is designed and administered by Aon Affinity. In Canada, this plan is administered by Aon Reed Stenhouse, Inc.

For additional information regarding the plan, call Aon Affinity at 1-866-580-4869 or 1-516-342-2720.

**Office hours: 8 AM – 10 PM ET, Monday – Friday,
9 AM – 5 PM ET, Saturday.**

General Provisions

Our Right To Recover From Others

We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure agree to sign any papers and do whatever is necessary to transfer this right to us as a condition of coverage. You and anyone else we insure agree to do nothing after the loss to affect our right.

Claims Provisions

LEGAL ACTIONS

Residents of British Columbia, Alberta Manitoba, and Ontario: 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, in Ontario the Limitations Act, 2002.

Residents of Quebec: No legal action may be brought against Legacy General unless it is brought within 3 years from the date You are notified in writing that no benefits are payable.

Residents of Saskatchewan, New Brunswick, Nova Scotia, Newfoundland, P.E.I., Yukon, Northwest Territories and Nunavut: No legal action may be brought against the insurer unless it is brought within the longer of: (a) 12 months from the date You are notified in writing that no benefits are payable; and (b) the shortest applicable limit of time established by law in the province in which You reside.

Payment of Claims

Claims for benefits provided by the plan will be paid as soon as written proof is received.

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

Proof of Loss

Written Proof of Loss must be sent to the Insurer within 90 days after the date the loss occurs. The Insurer will not reduce or deny a claim if it was not reasonably possible to give the Insurer written Proof of Loss within the time allowed. In any event, you must give the Insurer written Proof of Loss within twelve (12) months after the date the loss occurs unless you are legally incapacitated.

Collection, Use and disclosure of information

The collection, use and disclosure of information is governed by the Personal Information Protection and Electronic Documents Act (PIPEDA) and substantially

similar provincial laws. We agree to protect such information in a manner that is in accordance with our privacy and security practices, and in accordance with applicable laws. A U.S.-based service company may be processing applications and claims, such personal information may be disclosed in accordance with applicable U.S. laws.

The information provided by you will only be used for determining your eligibility for coverage under the Policy, assessing insurance risks, managing and adjudicating claims, to provide assistance services and negotiating or settling payments to third parties. In some cases we share personal information with members of a policyholder's, insured's or claimant's family or their friends when such an insured is unable, for medical or other reasons, to communicate directly with us. Personal information may also be shared with third parties, such as other insurance companies, health organizations and government health insurance plans for the purposes of providing assistance and claims services and in order to adjudicate and process any claim.

In the event that we must share your information with a third party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the third party conducts business. We take great care to keep your personal information accurate, confidential and secure.

Our privacy policy sets high standards for collecting, using, disclosing and storing personal information. Your personal information will be collected, used, disclosed, shared and treated as described herein, or as otherwise described at or before the time of collection, use or disclosure, or as otherwise permitted by law. To review our privacy policy, visit <http://www.canadianpremier.ca>.

This is a brief Description of Coverage which outlines the benefits and amounts of coverage that may be available to you. In addition, you can request a copy of your Group Certificate by calling 1-866-580-4869.

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