

## POLICY AMENDMENT RIDER NO. 1

In consideration of the payment of premium calculated in the manner stated in the policy to which this rider is attached, it is hereby agreed that the policy is amended as follows:

### **INSURED RISKS – TRIP CANCELLATION / INTERRUPTION INSURANCE**

This insurance provides payment for the Reasonable and Customary Costs for benefits described below that are incurred by an Insured Person in the event of a trip Cancellation / Interruption due to a covered risk occurring on or after the effective date and on or before the date the insurance ends. Such expenses must be in excess of those reimbursable by any other insurance contract or health plan (group or individual) under which the Insured Person is entitled to benefits.

**“Travel Advisory”** means an advisory issued by the Department of Foreign Affairs and International Trade of the Canadian Government to advise Canadians not to travel to a country or a specific region of a country included in the Insured Person’s Trip.

**“Trip”** means travel of a minimum of one hundred fifty (150) kilometres in a common carrier by an Insured Person which commences on such Eligible Person’s Departure Date which must commence after this Group Policy Effective Date and before this Group Policy expiry date.

**“Common Carrier”** - means any land, water, or air conveyance operated under the license for the transportation of passengers for hire. Common Carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, sightseeing, taxi, commuting, observatory and/or recreational activity, regardless of whether such conveyance is licensed."

### **BENEFITS**

The following benefits are payable up to a total maximum of one thousand and five hundred dollars (\$1,500.00) per Insured Person insofar as such expenses are for a trip Cancellation / Interruption covered risk and are unexpected and unforeseen. All maximums in this policy are per Insured Person, unless otherwise stated:

- 1) Trip Cancellation / Interruption Covered Risks for Sickness, Injury or death of the Insured Person’s or Travelling Companion. With regard to Sickness or Injury, the severity or acuteness of the condition must be so disabling as to reasonably cause the Trip to be cancelled, a Physician must have recommended that due to the severity of the condition it is Medically Necessary that the Insured Person or Travelling Companion to cancel the Trip. The Insured Person or Travelling Companion must be under the direct care and attendance of a Physician. The Travelling Companion’s death must occur within thirty (30) days of the Insured Person’s contracted departure date.
- 2) Sickness or Injury of an Immediate Family Member. The condition must be life-threatening and require the Insured Person’s or Travelling Companion’s care.
- 3) Death of the Insured Person’s Immediate Family Member or Business Partner. Death must occur within thirty (30) days of the Insured Person’s Contracted Departure Date.
- 4) Sickness or Injury of Business Partner. The severity or acuteness of his or her condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must cancel the Trip.
- 5) The Insured Person and/or the Traveling Companion is/are directly involved in or are delayed due to an automobile accident, substantiated by a police report, while en route to departure.

A Travel Advisory is issued by the Canadian Government warning Canadians not to travel to that location or country and that Travel Advisory was issued after the Insured Person booked their Trip.

If the Insured Person suffers trip cancellation due to the occurrence of a Trip Cancellation Covered Risk, the Company covers the non-refundable and unusable trip arrangements for which the Insured Person has already paid.

If the Insured Person suffers trip interruption due to the occurrence of a Trip Interruption Covered Risk, the Company covers:

1. The non-refundable and unusable trip arrangements for which the Insured Person has already paid (less the prepaid unused return transportation); AND
  - a. additional travel transportation expenses the Insured Person incurs via the most cost effective itinerary to return to his or her province or territory of residence, OR
  - b. the economy class transportation (or applicable change fee) via the most cost effective itinerary to the Insured Person's next destination.
2. Up to one hundred fifty dollars (\$150.00) subsistence allowance per Day per Insured Person, subject to limits of one thousand five hundred dollars (\$1,500.00) per Insured Person and three thousand dollars (\$3,000.00) per Family, for commercial accommodation and meals, essential taxis and telephone calls. To file a claim, the Insured Person must supply original receipts from commercial organizations.

### **PRE-EXISTING CONDITION EXCLUSION – TRIP CANCELLATION / INTERRUPTION INSURANCE**

This insurance does not cover any loss or expense related in whole or in part, directly or indirectly, to the Insured Person's **Pre-Existing Condition** if it has NOT been **Stable and Controlled** in the one hundred eighty (180) days preceding any of the trip purchased date. The Pre-existing Condition exclusion applies trip Cancellation / Interruption coverage.

**Pre-Existing Condition** means a medical or physical condition, symptom, illness or disease, whether diagnosed or not, for which **Treatment** has been received or taken, or which exhibited symptoms, at any time in the one hundred eighty (180) days preceding the Insured Person's trip purchased date and includes a medically recognized complication or **Recurrence** of a medical condition.

**Treatment** when used in this Pre-existing Conditions Exclusion, means a medical, therapeutic or diagnostic procedure, prescribed, performed or recommended by a Physician, including but not limited to prescribed medication, investigative testing, hospitalization and surgery.

**Stable and Controlled** means that within the one hundred eighty (180) days immediately preceding the Insured Person's trip purchased date, the condition is not worsening and there has been:

NO increase in symptoms or development of new symptoms;

NO reduction, increase or stoppage in medication dosage or its frequency;

NO new medications prescribed;

The Insured Person has NOT been hospitalized or required medical consultation (other than a routine examination); AND

NO medical, therapeutic or diagnostic procedure has been prescribed, received or performed, or recommended by a Physician, including but not limited to investigative testing and surgery.

If any of the above is not a true statement, the Insured Person's condition is not Stable and Controlled and the Pre-Existing Condition exclusion applies.

**Recurrence** means the appearance of symptoms caused by or related to a medical condition which was previously diagnosed by a Physician or for which **Treatment** was previously received.

## GENERAL EXCLUSIONS FOR TRIP CANCELLATION / INTERRUPTION INSURANCE

This insurance does not cover any loss or expense related in whole or in part, directly or indirectly, to any of the following:

1. Symptoms which would have caused an ordinary person to seek treatment or medication in the one hundred eighty (180) days before the departure date.
2. A medical condition that had deteriorated, or had to be treated or investigated in the three (3) months immediately preceding the Insured Person's departure.
3. Alcohol related sickness or the abuse of medication, drugs, alcohol or any other toxic substance prior to or during the Trip. Alcohol abuse is defined as having a blood alcohol level in excess of eighty (80) milligrams of alcohol per one hundred (100) millilitres of blood.
4. Any trip Cancellation / Interruption expenses if the Insured Person has knowledge at the time of departure of any reason why the trip might be cancelled, interrupted or delayed.
5. Travel for the purpose of visiting a person suffering from a medical condition and the medical condition (or ensuing death) of that person is the cause of cancellation, interruption or delay of the trip.
6. The financial default or bankruptcy of a travel supplier.
7. The Insured Person's choice not to continue his or her trip, if possible, after a trip Cancellation / Interruption.
8. Suicide, or attempted suicide, or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or auto eroticism by the Insured Person, Immediate Family Member, Travelling Companion or Business Partner.
9. War or act of war, whether declared or not, civil commotion, insurrection or riot.
10. Participation in contests of speed, motor sport or motor racing including training or practice for the same.
11. Mountain climbing; skydiving, skin diving, para-sailing, scuba, deep sea diving, hang gliding, parachuting, snow skiing.
12. Operating or learning to operate, any aircraft, as a student, pilot or crew.
13. Riding as a pilot, crew member or student pilot on any aircraft or device for aerial navigation.
14. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company.
15. Any unlawful acts, committed by the Insured Person, Immediate Family Member, Travelling Companion or Business Partner, whether insured or not.
16. Injury sustained while committing or attempting to commit a felony or misdemeanour, crime.
17. Normal pregnancy, except if hospitalized childbirth, or elective abortion.
18. Mental, emotional, psychological or nervous disorders including, but not limited to, anxiety, depression, neurosis or psychosis, panic attacks and post-traumatic stress disorder, except if hospitalized.
19. Alcohol or substance abuse or treatment for same.
20. Driving under the influence of alcohol.
21. Dental treatment to teeth, gums or structures directly supporting the teeth except as a result of Injury to sound natural teeth or non-elective, emergency dental surgery.
22. Venereal disease or syphilis.
23. Elective or non-emergency treatment or surgery, except for any necessary treatment or surgery due to covered Injury.
24. Being under the influence of drugs or intoxicants, unless prescribed by a Physician.
25. Medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment or travelling expressly for the purpose of obtaining medical treatment.
26. Curtailment or delayed return for other than Covered Reasons.
27. Carrier caused delays, including an announced, organized, sanctioned union labor Strike that affects public transportation, unless the effective date of the Insured Person's Trip Cancellation coverage is prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.
28. Travel arrangements cancelled or changed by an airline, cruise line, or Travel Supplier.
29. Changes in plans by the Insured Person, an Immediate Family Member or Travelling Companion, for any reason.

30. Financial circumstances of the Insured Person, an Immediate Family Member or a Travelling Companion.
31. Any business or contractual obligations of the Insured Person, an Immediate Family Member or Travelling Companion, except for termination or layoff of employment as listed under Covered Reasons.
32. Default caused by Financial Insolvency of the Travel Supplier, or Travel Arranger from whom the Insured Person bought his/her coverage or purchased his/her travel arrangements.
33. A Trip for which the Insured's tickets do not contain specific travel dates (open tickets).
34. Any government regulation or prohibition.
35. An event or circumstance which occurs prior to the Insured Person's effective date of Trip Cancellation coverage.
36. Inclement Weather or hurricane.
37. Failure of any tour operator, Common Carrier, person or agency to provide the bargained-for-travel arrangements.

Countersigned by  \_\_\_\_\_  
Authorized Representative

Issue date: 11.24.2022/KF