

**NON MEDICAL  
TRAVEL INSURANCE POLICY**  
**Effective July 2023**

**IMPORTANT NOTICE**

For this coverage to be in-force, *You* must be a Canadian resident aged 85 years or less and have purchased this policy while in *Your* province of residence, within fifteen (15) days of the first non-refundable deposit of *Your Trip*. *You* must purchase insurance for the full duration of *Your Trip* and for an amount sufficient to cover the full value of the non-refundable, non-transferable portion of *Your* travel arrangements, to a maximum of CAN \$12,000 (therefore *You* cannot insure any *Trip* over \$12 000).

The insured travel arrangements must be justified by a contract with a commercial service supplier, outlining the complete booking and cancellation clauses (clauses must have been outlined in a written and verifiable document) and must have been fully paid before *Your Departure Date*. Mutual agreements between two (2) individuals cannot be insured without prior consent from the *Insurer*. Trip Cancellation benefits are applicable when *You* must cancel *Your Trip* due to one of the covered risks, but the *Trip* still takes place. In other words, Trip Cancellation benefits are not applicable if the service supplier cancels the travel arrangements, in which case the *Insurer* considers that the supplier is responsible for the reimbursement.

This insurance contract contains limitations and exclusions. Please read it carefully or contact *Your Representative* if *You* have any questions. In the event of a claim the *Insured Person* previous medical history may be reviewed to verify and confirm *Your* eligibility for benefits.

**PLEASE NOTE:** The meaning of words printed in *italics* throughout this document are explained in the "Definitions" Section.

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.**

**For more information: 1 877 344-8398**

## BENEFITS, IN A NUTSHELL

LIST OF BENEFITS	MAXIMUM SUM PAYABLE
<b>Trip Cancellation and Interruption</b>	
Before departure	Up to the Sum Insured
After departure	Up to the Sum Insured
<b>Baggage</b>	
Baggage and personal effects	\$1,000
Maximum for single item or set	\$500
Passport replacement	\$200
Delay of baggage & personal effects	\$400
<b>Accidental Death and Dismemberment</b>	
<i>Accident on a Common Carrier while in flight</i>	\$100,000
<i>Accident on a Common Carrier while not in flight</i>	\$50,000
<i>Other Accident</i>	\$10,000

— Trip C&I

— Non-Medical Package Including : Trip C&I, Baggage and Accidental Death and Dismemberment

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## I. INSURANCE AGREEMENT

After consideration and acceptance of the application for insurance *You* have completed and after receipt of the required premium, subject to the eligibility and insurability terms and conditions of the policy, the *Insurer* will reimburse the eligible covered expenses and loss resulting from an insured risk occurring during the *Policy Period* which exceed any other benefit *You* would be entitled to under a government program, compensation fund, all other insurance plans in force, or from any other third party.

Marc Pellet  
President and CEO  
of LS-Travel Insurance Company

Nicolas Moskiou  
Executive Vice President  
of LS-Travel Insurance Company

## II. GENERAL PROVISIONS

1. This policy is issued on the basis of information in *Your Travel Insurance Confirmation*. When completing the application, *Your* answers must be complete and accurate. In the event of a claim, the *Insurer* may review the medical history of the *Insured Person*.
2. Coverage will be null and void if a cheque is not honoured for any reason, or if credit card transactions are not accepted. Premiums are subject to change without notice.
3. The *Insured Person* authorizes the *Insurer* to obtain his/her medical records and any other information the *Insurer* may deem necessary from any entity including *Physicians*, health organizations, insurance companies and government authorities, and commits to signing an authorization allowing the *Insurer* to obtain those information in the event of a claim. Without this authorization, the *Insurer* reserves the right to deny a claim.
4. Should it be determined that the *Insured Person* was not eligible for coverage, the *Insurer* retains the right of recovery for all and any amount paid for in good faith to the benefit of the *Insured Person*. Administrative expenses incurred by the *Insurer* to recover such sums are also payable by the *Insured Person*.
5. In the event of payment of benefits under this policy, the *Insured Person* gives the *Insurer* the right to exercise, by subrogation, all of his/her rights of recovery against any third party. The *Insurer* will be entitled to a full recovery for all payments made in respect of the insured event. In accepting this policy, the *Insured Person* agrees to produce all documents required and to do what is necessary within his/her power to secure such rights to the *Insurer*. Lack of compliance and cooperation from the *Insured Person* may result in denial of claim.
6. In the event of a claim, required documentation must be received no later than 90 days after *You* return to *Your* province of residence from *Your Trip*. Any fees for the completion of medical certificates or claims forms are not covered by the *Insurer*.
7. All benefits are payable in Canadian currency to *You* or *Your* estate, if *You* are deceased. The *Insurer* may elect to pay benefits in the currency of the country where the charges were incurred. In all cases, the exchange rate used for conversion is the exchange rate in effect at the date the expenses were incurred.
8. Unpaid benefits under this policy shall not bear interest.
9. This policy will not substitute for any other coverage that would have been in effect and would have reimbursed expenses incurred if this travel insurance was not in effect (such as a group insurance plan, insurance from a credit card, home insurance, general liability or multi-risk insurance, compensation fund), in which cases this insurance acts as second payer. Moreover, this policy will not reimburse losses for which a credit was offered by the supplier (whether *You* accepted it or not).

10. There will be no coverage or payment of benefits under this policy if the *Insured Person* receives compensation from a third party for claims made under this policy. *You* may not claim or receive, from all the parties involved, more than 100% of the loss arising from an insured event. The *Insurer* could, at its discretion, coordinate the benefit payments from all available sources, to a maximum of the largest amount payable by each source.
11. In the event of payment of benefits, the *Insured Person* gives the *Insurer* the right to exercise, by subrogation, all of his/her rights of recovery against any third party. The *Insurer* will be entitled to a full recovery for all payments made. The *Insured Person* agrees to produce all documents required and to do what is necessary within his/ her power to secure such rights to the *Insurer*. Lack of compliance and cooperation from the *Insured Person* may result in denial of claim.
12. Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident insurance.
13. 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. All legal actions must take place in *Your* province of residence.
14. All policy provisions stated herein are per individual for the *Policy Period*.
15. The benefits of this policy cannot be assigned to a third party without the *Insurer's* written authorization.
16. In the event of a dispute over the reimbursement of a claim, *You* must request in writing that the revision committee reassess the claim before taking any legal action. The request must be sent in writing 30 days of the receipt of the written position from the *Insurer*. The committee will take into consideration all pertinent information provided and a decision, based on the insurance policy provisions and conditions, will be rendered in writing within thirty (30) days of the receipt of the revision request.

Send requests for claim revision to: **CLAIMS REVIEW COMMITTEE**

**LS-Travel, Insurance Company**

247, Thibeau Blvd, Trois-Rivières, Quebec G8T 6X9

### **III. EXTENSION OF POLICY COVERAGE**

#### **A. BY REQUEST**

To extend the *Policy Period*, *You* must contact *Your Representative* or the *Insurer* during normal business hours prior to the Expiration Date and pay the additional premium applicable. The additional premium payable is based on the difference between the original premium and the total premium for the entire extended *Policy Period*. Coverage cannot be extended after the policy *Expiration Date*.

**NOTE:** The *Insurer* reserves the right to allow or deny extended coverage on a case-by-case basis.

#### **B. AUTOMATIC EXTENSION**

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

### **IV. TRIP CANCELLATION AND INTERRUPTION COVERAGE**

Please refer to *Your Travel Insurance Confirmation* to determine the chosen sum insured.

#### **A. DEFINITIONS**

**“Accident/Accidental”** - Unintentional and unexpected bodily harm occurring as a result of a sudden external action involving an impact.

**“Caregiver”** - Means a permanent, full-time person entrusted with the care of *Your Children* and who cannot reasonably be replaced in their absence.

**“Children”** - Means *Your* sons and daughters aged between 3 months and 21 years on the *Departure Date*, who are unmarried and dependent on *You* for support.

**“Common Carrier”** - Means an entity licensed to carry paying passengers by land, water or air.

**“Departure Date”**— Means the date on which *You* are scheduled to start *Your Trip* as shown in *Your Travel Insurance Confirmation* (using the local time at *Your* Canadian address).

**“Departure Point”** - Means the city *You* depart from on the first day of *Your Trip*.

**“Effective Date”** – For Trip Cancellation and Interruption is the date indicated as Effective Date on *Your Travel Insurance Confirmation*. *Effective Date* for Baggage and *Accidental Death and Dismemberment* coverage is *Departure Date*.

**“Emergency”** - Means a sudden and unforeseen *Medical Condition* that requires immediate *Treatment*. The *Emergency* must be so disabling as to cause a reasonable person to delay, cancel, or interrupt their *Trip*.

**“Expiration/Expiry Date”** – Means the earliest between, either, 11:59 pm on the day indicated as *Expiration Date* on the *Travel Insurance Confirmation*, the date *You* return to *Your* province of residence or the date of the event that caused the claim under this policy if *Your Trip* is cancelled before *Departure Date*.

**“Immediate Family”** – Means *Your Spouse*, parents, parents-in-law, grandparents, *Children*, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law.

**“Insured Person”** – Means each person mentioned on the *Travel insurance Confirmation*, *Your Travelling Companion*, *Your Immediate Family*, *Your* host at destination, a *Caregiver* or a *Key employee*.

**“Insurer”** - Means LS-Travel Insurance Company (A 100% owned Humania Assurance Inc. subsidiary).

**“Key Employee”** - Means an employee of a business *You* own, whose presence is critical to the ongoing affairs of *Your* business during *Your* absence.

**“Medical Condition”** - Means any disease, sickness or *Injury* (including *Symptoms* of undiagnosed conditions).

**“Physician”** – Means a person (who is not *You* or a member of *Your Immediate Family* or *Your Traveling companion*), licensed to prescribe and administer medical *Treatment* in the jurisdiction where the services are provided. A *Physician* does not include a naturopath, homeopath or acupuncturist.

**“Policy Period”** - Period between the *Effective Date* and the *Expiration Date* of the policy.

**“Representative”** - Any legal entity or person authorized by the *Insurer* to sell this insurance and accept premium payments.

**“Schedule Change”** - Means the later departure of an airline carrier causing *You* to miss *Your* next connecting flight via another airline carrier (or connecting cruise ship, ferry, bus or train), or the earlier departure of an airline carrier rendering unusable the ticket *You* have purchased for *Your* prior connector flight via another airline carrier (or connecting cruise ship, ferry, bus or train). *Schedule Change* does not mean a change resulting from a supplier default, strike or a labour disruption, nor a *Schedule Change* between two flights operated by the same airline carrier.

**“Stable and Controlled”** - Means any *Medical Condition* for which all the following statements are true:

1. There has not been a new diagnosis, any new *Treatment* prescribed or recommended, or change(s) to existing *Treatment* (including a stoppage in *Treatment*), and
2. There has not been any change to any existing prescribed medication (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription medication (**Exceptions** the routine adjustment of Coumadin, Warfarin or insulin and the change from a brand name medication to a generic brand medication of the same dosage); and
3. There has not been any new, more frequent or more severe *Symptoms*, and
4. There has not been any hospitalization or referral to a specialist, and
5. There has not been any medical exam, investigative testing or test results showing deterioration; and
6. There has not been any *Treatment* recommended, planned or not yet completed, nor any outstanding test results.

All of the above conditions must be met for a *Medical Condition* to be considered *Stable and Controlled*.

**“Symptom”** - Means pain, feeling, weakness, sensitivity felt by the *Insured Person*.

**“Travel Insurance Confirmation”** - Means the document the *Insurer* sends *You* confirming *Your* insurance policy details based on the information *You* have provided in *Your* policy application.

**“Travelling / Travel Companion”** - Means the person with whom *You* are sharing travel arrangements and prepaid accommodation and that is named so in the *Travel Insurance Confirmation* (maximum 3 persons, other than *Your Immediate Family* member).

**“Treatment”** - Means a procedure prescribed, performed or recommended by a *Physician* for a *Medical Condition*, including but not limited to prescribed medication (including medication prescribed “as needed”), investigative testing and surgery.

**“Trip”** - Means a trip taken by *You* during the *Policy Period*.

**“You” and “Your”** - Each person named on the *Travel Insurance Confirmation* and who is covered under the policy.

## B. GENERAL INFORMATION

For this coverage to be in-force, *You* must be a Canadian resident under 86 years of age and have purchased this policy while in *Your* province of residence, within fifteen (15) days of the first non-refundable deposit of *Your Trip*. *You* must purchase insurance for the full duration of *Your Trip* and for an amount sufficient to cover the full value of the non-refundable, non-transferable portion of *Your* travel arrangements, to a maximum of CAN \$12,000 (therefore *You* cannot insure any *Trip* over \$12 000).

The insured travel arrangements must be justified by a contract with a commercial service supplier, outlining the complete booking and cancellation clauses (clauses must have been outlined in a written and verifiable document) and must have been fully paid before *Your Departure Date*. Mutual agreements between two (2) individuals cannot be insured without prior consent from the *Insurer*. Trip Cancellation benefits are applicable when *You* must cancel *Your Trip* due to one of the covered risks, but the *Trip* still takes place. In other words, Trip Cancellation benefits are not applicable if the service supplier cancels the travel arrangements, in which case the *Insurer* considers that the supplier is responsible for the reimbursement.

Trip Cancellation coverage reimburses *You* for covered benefits *You* incur for *Trips* cancelled before *Your Departure Date*. Trip Interruption coverage reimburses *You* for covered losses *You* incur for *Trips* that are interrupted or delayed after *Your Departure date*.

Following the cancellation or interruption of a *Trip*, *You* are entitled to a reimbursement of losses incurred according to:

- The Insured risks outlined below; and
- The maximum amount of each insured benefit; and
- The maximum sum insured indicated on *Your Travel Insurance Confirmation*.

The Trip Cancellation and Interruption coverage starts when *You* are named on *Travel Insurance Confirmation* and when *Your* full premium has been paid.

The Trip Cancellation and Interruption coverage ends on the earliest of:

- a) the date *You* return to *Your* province of residence;
- b) the date on which *You* are scheduled to return to *Your Departure Point*; and
- c) the date of the cause of cancellation, if *Your Trip* is cancelled before *Your Departure Date*.

*Your* premium can only be refunded:

- a) if the travel supplier cancels or changes *Your Trip* before *Your Departure Date* and all cancellation penalties are waived; or
- b) if *You* cancel *Your Trip* before any cancellation penalties are in effect.

## C. INSURED RISKS

A maximum benefit of the sum insured indicated on *Your Travel Insurance Confirmation* is provided to cover the specific losses, listed in the Covered Benefits (Section D below), which results from the cancellation or interruption of *Your Trip* due to one of the following insured risks:

### 1. Medical Conditions and Death

*You* or *Your Travelling Companion*:

- a) Die(s); or
- b) Suffer(s) from an *Emergency* medical condition.

A member of *Your Immediate Family*, a Caregiver, *Your* host at destination, a business partner or *Key Employee*:

- a) Dies within the 30 days prior to *Your Departure Date* or during *Your Trip*; or
- b) Suffers from an *Emergency* medical condition

## 2. Pregnancy and Adoption

- a) Unexpected complications of pregnancy for *You*, *Your Spouse*, *Your Travelling Companion* or *Your Travelling Companion's spouse* during the first 31 weeks of pregnancy.
- b) If *You*, *Your Spouse's*, an *Immediate Family* member's, *Your Travelling Companion's*, pregnancy is diagnosed after the insurance was purchased and if the departure is scheduled within the 9 weeks preceding or following the expected date of delivery.
- c) The legal adoption of a child by *You* or *Your Travelling companion*, when the actual date of that adoption is scheduled to take place during *Your Trip*.

## 3. Government Advisories and Visas

- a) A written, formal travel advisory issued by the Canadian government ([www.travel.gc.ca](http://www.travel.gc.ca)) warning Canadians to avoid all non-essential travel or avoid all travel to a country, region or city that is part of *Your Trip* as long as:
  - i) for the Trip Cancellation protection: the advisory has been issued after *Your Effective Date*;
  - ii) for the Trip Interruption protection: the advisory has been issued after *Your Departure Date* and is still in effect on the date of the interruption of *Your Trip*.
- b) The non-issuance of *Your* or *Your Travelling Companion's* travel visa for reasons beyond *Your* or *Your Travelling Companion's* control. The non-issuance of a travel visa due to late application is not covered. Non-issuance of immigration or employment visa is not covered.

## 4. Employment and Occupation

- a) If after having been with the same employer for at least two (2) years, *You*, *Your Spouse* or *Your Travelling Companion* are terminated or laid off, after *Your Effective Date*, for reasons that were not caused by that person.
- b) *Your*, *Your Spouse's* or *Your Travelling Companion's* employer initiated transfer after *Your Effective Date* resulting in the relocation of their principal residence.
- c) *You* or *Your Travelling companion* being summoned to service in the case of reservists, active military, police or fire personnel.
- d) The cancellation of a business meeting directly related to *Your* occupation and profession for which *Your Trip* was intended, when that meeting was organized by an independent party.

## 5. Delays

- a) The delay of *Your* or *Your Travelling Companion's* prepaid *Common Carrier* that is part of *Your Trip* due to weather conditions, earthquakes or volcanic eruptions for a period of at least 30% of *Your Trip* when *You* choose not to continue with *Your* travel arrangements.
- b) The delay that causes *You* to miss or interrupt part of *Your Trip* when a private automobile is delayed due to weather conditions, earthquakes, volcanic eruptions, mechanical failure, a traffic accident or an emergency police-directed road closure, provided the automobile was scheduled to arrive at the *Departure Point* at least 3 hours before the scheduled time of departure.
- c) The cancellation of *Your* cruise before the departure of *Your* cruise ship due to mechanical failure, grounding or quarantine of the cruise ship or the repositioning of the cruise ship due to weather conditions, earthquakes or volcanic eruptions.
- d) *You* missed *Your* connection resulting from a *Schedule Change* by the airline carrier that is providing transportation for part of *Your Trip*.

## 6. Other Covered Risks

- a) *Your* being required to serve on a jury or *Your* being served with a court order or subpoena, requiring *You* to appear in court. This excludes law enforcement officers.
- b) *You*, *Your Spouse*, *Your Children* or *Your Travelling Companion* are quarantined or the transportation vessel being used is hijacked.
- c) *You* or *Your Travelling Companion's* principal residence being made uninhabitable because of fire, flood, burglary, vandalism or natural disaster.



- d) *You* or *Your Travelling Companion's* own place of business becoming inoperative because of fire, flood, burglary, vandalism or natural disaster.
- e) *You* or *Your Travelling Companion* are victim of a criminal assault within 10 days prior to *Your Departure Date*. An indictable criminal assault inflicted by *You*, an *Immediate Family* member, *Travelling Companion* or *Travelling Companion's* family member is not a covered risk under this insurance.
- f) The death of *Your* or *Your Travelling Companion's* service dog after the purchase of this insurance, when the dog had been included in the travel arrangements.

## D. COVERED BENEFITS

When *You* incur financial losses following one of the insured risks described previously, the *Insurer* will reimburse, up to the chosen sum insured:

### Trip Cancellation Benefits (prior to date and time of departure)

1. The prepaid and non-refundable portion of *Your* travel arrangements, provided that no credits were offered by the service supplier (whether *You* accepted them or not). This policy does not cover situations for which a credit was offered by a service supplier (whether *You* accepted it or not). Travel arrangements and tickets must be unused, unusable, and non-transferable to be eligible.
2. The additional cost billed by the service supplier resulting from a change in the per-person occupancy rate for prepaid travel arrangements (ex. quadruple occupancy to double), if a *Travelling companion's Trip* is cancelled for one of the above insured risks and *Yours* is not.

### Trip Interruption Benefits (after date and time of departure)

1. The unused portion of the non-refundable and non-transferable travel arrangement that *You* paid as part of *Your Trip*, except for *Your* prepaid return travel arrangements, provided that no credits were offered by the supplier (whether *You* accepted them or not);
2. The additional cost billed by the service supplier resulting from a change in the per-person occupancy rate for prepaid travel arrangements (ex. quadruple occupancy to double), if a *Travelling Companion's Trip* is interrupted for one of the above insured risks and *Yours* is not;
3. Reasonable, additional accommodation and meal expenses up to CAN \$250 per day up to a maximum of ten (10) days if a covered risk prevents *You* from returning on the scheduled return date. The daily maximum reimbursement is limited to CAN \$500 under the policy.
4. Reasonable, additional transportation expenses needed to reach *Your Departure Point* or to travel from the place *Your Trip* was interrupted to the place where *You* can rejoin *Your Trip*.
5. Reasonable, additional transportation costs for *You* to reach *Your* scheduled destination if *You* must depart after *Your Departure date* as a result of one of the above insured risks.

The benefits paid under 4 and 5 above will not exceed the cost of economy airfare via the most direct route on the next available carrier to *Your* next destination, less any amounts for which *You* have been reimbursed or credit *You* have been offered.

## E. CONDITIONS AND LIMITATIONS

1. *You* must purchase insurance for the full value of the non-refundable, non-transferable portion of *Your* travel arrangements and have purchased this policy within fifteen (15) days of the first non-refundable deposit of *Your Trip*. The maximum benefit payable under the *Trip Cancellation* and *Interruption* insurance is CAN \$12,000. If one of the previous conditions is not met, the policy will be null and void and the premium will be refunded.
2. *You* must cancel *Your* scheduled *Trip* with the travel agent or travel supplier on the day the cause of cancellation occurs or on the next business day at the latest. Claim payment will be limited to the cancellation penalties specified in the *Trip* contracts at that time.
3. Cancellation or interruption of *Your Trip* as the result of an *Emergency* medical condition requires written verification from the attending *Physician* in the locality where the *Emergency* medical condition occurs, complete with the diagnosis and the medical necessity for cancellation or interruption of *Your Trip* and must be completed on the day the cause of cancellation or interruption occurs.



## F. EXCLUSIONS

**Benefits are not payable under this policy if losses sustained or expenses incurred are the direct or indirect result of any of the following, for:**

1. Any *Medical Condition* that has not been *Stable and Controlled* for a period of three (3) months before the *Effective Date*.
2. Any *Medical Condition* or event that *You* are aware of when *You* book *Your Trip*, which might reasonably be expected to prevent *You* from travelling as booked or if *You* have decided to travel against the advice of a *Physician*.
3. Cosmetic or any other elective surgery or non-emergency consultation or *Treatment*.
4. A *Trip* undertaken for the purpose of obtaining a diagnosis, on the recommendation of a *Physician* or not, *Treatment*, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly related complication.
5. Any mental, psychiatric, psychological, psychotic or nervous *Medical Condition*, including but not limited to depression, anxiety and insomnia.
6. Any *Accident* or *Medical Condition*, including *Symptoms* of withdrawal, arising from *Your* chronic use of alcohol, drugs or other intoxicants. Any *Accident* or *Medical Condition* arising during *Your Trip* from the abuse of alcohol, drugs or other intoxicants. Alcohol abuse is defined as having a blood alcohol level in excess of eighty (80) milligrams per one hundred (100) millilitres of blood.
7. Suicide, attempted suicide or self-inflicted *Injury*, whether the *Insured Person* is declared sane or insane.
8. Any *Accident* or *Medical Condition* sustained while participating in:
  - professional or competitive sports, any race or speed contest, gliding, hang-gliding, rock climbing, mountain-climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment including but not limited to crampons, pick-axes, anchors, bolts, carabiners and lead or top-rope anchoring equipment, mountaineering, spelunking, rafting, acrobatic skiing or snowboarding (including kitesurf), bungee jumping, parachuting or other aerial activities or underwater activities using a breathing apparatus (except snorkelling),
  - any activities requiring that *You* sign an accident waiver and release of liability form or any behaviour involving risk, including but not limited to not following security requirements, not obeying warning signs or being in restricted zones.
9. Any loss resulting from an *Accident* or *Medical Condition* sustained while onboard a commercial vehicle, other than as a passenger, or sustained while onboard an aircraft other than as a fare paying passenger on a flight operated by a *Common Carrier*.
10. Any cancellation or interruption resulting from:
  - a) Civil unrest;
  - b) War or acts of war (declared or undeclared) or political instability;
  - c) Intentional exposure to a peril;
  - d) The participation in or intent to commit any criminal or illegal activity by *You* or *Your* beneficiary;
  - e) A terrorism act.
11. Bankruptcy or insolvency of a retail travel agent, agency, tour operator, airline, cruise line or broker.
12. Losses recovered or which are recoverable from any other source, including but not limited to, any government program, compensation fund, any private insurance, or any insurance from any other third party, in which cases this insurance acts as second payer.
13. Consequential loss of any kind, including loss of enjoyment and financial loss not other-wise specifically covered under this policy.
14. Fraud or attempted fraud, concealment or misrepresentation of any material fact affecting this insurance or in connection with the making of any claim.

## G. HOW TO FILE A CLAIM

When submitting *Your* claim please include the following:

- a) An official contract stipulating clearly the booking, cancellation and interruption conditions along with the corresponding penalties applicable, if any.

- b) A medical document fully completed and signed by a legally qualified *Physician* in the locality where the medical condition occurred stating the reason why travel was impossible, the diagnosis and all dates of *Treatment*.
- c) Copy of death certificate indicating cause of death if cancellation is due to death.
- d) Written evidence of the insured risk which was the cause of cancellation, interruption or delay if cancellation is due to any reason other than sickness, injury or death.
- e) Original unused transport tickets, an electronic copy of the reservation *You* have made with the travel supplier, and any other itemized copy of any reimbursement *You* have asked for, including a written confirmation of the applicable penalties and reimbursements made or credit offered by the applicable travel supplier.

## V. BAGGAGE COVERAGE

This benefit is included if *You* have purchased the Non Medical Package. Please refer to *Your Travel Insurance Confirmation* to determine which coverage *You* have selected.

### A. DEFINITIONS

**“Common Carrier”** - Means an entity licensed to carry paying passengers by land, water or air.

**“Departure Date”** - Means the date on which *You* are scheduled to start *Your Trip* as shown in *Your Travel Insurance Confirmation* (using the local time at *Your* Canadian address).

**“Departure Point”** - Means the city *You* depart from on the first day of *Your Trip*.

**“Insurer”** - Means LS-Travel Insurance Company (A 100% owned Humania Assurance Inc. subsidiary).

**“Travel Insurance Confirmation”** - Means the document the *Insurer* sends *You* confirming *Your* insurance policy details based on the information *You* have provided in *Your* policy application.

**“Trip”** - Means a trip taken by *You* during the *Policy Period*.

**“You” and “Your”** - Each person named on the application for insurance and who is covered under the policy.

### B. INSURED RISKS AND BENEFITS

1. This insurance covers loss, damage or theft of baggage and personal effects occurring on *Your Trip*. The maximum amount The *Insurer* will reimburse is CAN \$500 for a single item or set of items and CAN \$1,000 overall under this policy.
2. The *Insurer* will reimburse *You* up to CAN \$200 in total for the cost of replacing *Your* passport, driver's license, birth certificate or travel visa if lost or stolen during *Your Trip*.
3. The *Insurer* will reimburse *You* up to CAN \$400 for the purchase of necessary and essential missing clothing and toiletries if, during *Your Trip*, *Your* personal baggage is delayed or misdirected for at least 12 hours by a *Common Carrier* before returning to *Your Departure Point*.

### C. CONDITIONS AND LIMITATIONS

1. In the event an item covered by this insurance is lost or damaged *You* must:
  - a) Immediately notify law enforcement at the location where the loss has occurred or, if they are not available, the hotel manager, tour guide or transportation authorities. *You* must inform them of the value and description of *Your* property and obtain corroborating documentary evidence;
  - b) Immediately take all measures to recover *Your* property;
  - c) Obtain a police report in the event of stolen baggage or personal effects;
  - d) File written proof of loss with the *Insurer* immediately upon *Your* return to *Your Departure point*. Failure to comply with these conditions will invalidate *Your* claim.
2. All benefits payable to *You* under this coverage are in excess of any payments provided by a *Common Carrier* or any other insurance *You* may have.
3. The insurance will pay the lower of:
  - a) The actual purchase price of a similar item; or
  - b) The actual cash value of the item at the time of loss, which includes deduction for depreciation (for

- items without receipts, a depreciation of 75% will be applied); or
- c) The cost to repair or replace the item.
4. The benefit is payable provided that *You* have taken all reasonable measures to protect, save and/or recover *Your* property at all times.

#### D. EXCLUSIONS

The following property is not covered:

1. Animals;
2. Bicycles, skis, snowboards (except when checked with a *Common Carrier*) or any other types of vehicles or conveyances;
3. Eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs;
4. Tickets, keys, money, securities, bullion, stamps, credit cards, documents and deeds; breakage of fragile articles, glass objects;
5. Property shipped as freight or shipped prior to *Your Departure Date*;
6. Rugs or carpets of any type;
7. Perishables, medicines, perfumes, cosmetics and consumables;
8. Property used in trade, business or for the production of income;
9. Antiques or collectibles;
10. Property that is left behind in a public place or in an unattended vehicle unless the vehicle (including the vehicle's trunk) was securely locked and there were visible marks indicating that the theft occurred as a result of forcible entry; or
11. Damage to the property resulting from defective materials or workmanship, ordinary wear and tear, and normal deterioration.

#### E. HOW TO FILE A CLAIM

When submitting *Your* Baggage claim please include:

- i. A completed and signed claim form with a brief explanation of the incident leading to the loss and include the police or official report supporting the incident;
- ii. An itemized list detailing the value of all lost or stolen items, together with proof of ownership such as receipts, photos, credit card statements, owners manuals, etc.;
- iii. Copy of correspondence from any other source which may cover this loss, confirming payment or denying liability;
- iv. Copy of airline tickets and itinerary confirming departure and return dates;
- v. Adequate proof of home insurance coverage and/or amount of deductible;
- vi. Any other documents to support *Your* claim.

Take note that in case of baggage delay, the protection covers necessary and essential items purchased while *Your* baggage was delayed, as long as *You* provide the *Insurer* with original receipts of *Your* purchase along with a written report from the airline confirming that *Your* luggage was delayed for 12 hours or more.

#### VI. ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE

This benefit is included if *You* have purchased the Non Medical package. Please refer to *Your Travel Insurance Confirmation* to determine which coverage *You* have selected.

##### A. DEFINITIONS

**“Accident/Accidental”** - Unintentional and unexpected bodily harm occurring as a result of a sudden external action involving an impact.

**“Common Carrier”** - Means an entity licensed to carry paying passengers by land, water or air.

**“Dismemberment”** - Means irrevocable severance of an arm or a leg above the wrist or ankle joint.

**“Injury”** - A sudden bodily wound directly caused by an *Accident* during the policy period and unrelated to a sickness and/or any other cause.

**“Insurer”** - Means LS-Travel Insurance Company (A 100% owned Humania Assurance Inc. subsidiary).

**“Loss of Hearing”** - Means complete and irrecoverable loss of hearing.

**“Loss of Sight”** - Means complete and irrecoverable loss of eyesight.

**“Loss of Speech”** - Means complete and irrecoverable loss of speech.

**“Medical Condition”** - Means any disease, sickness or *Injury* (including symptoms of undiagnosed conditions).

**“Travel Insurance Confirmation”** - Means the document the *Insurer* sends *You* confirming *Your* insurance policy details based on the information *You* have provided in *Your* policy application.

**“Trip”** - Means a trip taken by *You* during the *Policy Period*.

**“You” and “Your”** - Each person named on the application for insurance and who is covered under the policy.

## **B. COVERED RISKS**

This benefit provides coverage for death or *Dismemberment* resulting directly from an *Accidental* bodily injury that occurs during *Your Trip*. The *Dismemberment* or death must occur within 90 days from the date of the *Accident*.

The *Accident* on a *Common Carrier* while in flight benefit must also occur while *You* are riding as a passenger:

- a) on a plane on a ticketed portion of *Your Trip*; or
- b) in a limousine or bus service provided by airport or airline authorities; or
- c) in a scheduled helicopter shuttle service as part of *Your Trip*.

## **C. COVERED BENEFITS**

The *Insurer* will pay 100% of the sum insured for *Accidental* death, multiple *Dismemberment*, the *Loss of sight* of both eyes, or the *Loss of Speech* or *Loss of Hearing*, according to the following applicable *Accident* description:

The sum insured is one and only one of the following:

1. CAN \$100,000 if *You* have an *Accident* on a *Common Carrier* while in flight on *Your Trip*; or
2. CAN \$50,000 if *You* have an *Accident* on a *Common Carrier* while not in flight on *Your Trip*; or
3. CAN \$10,000 if *You* have another type of *Accident* while on *Your Trip*.

The *Insurer* will pay 50% of the above applicable sum insured for single *Dismemberment* or the *Loss of Sight* in one eye, according to the applicable *Accident* description.

## **D. EXCLUSIONS**

**Benefits are not payable under this policy if losses sustained or expenses incurred are the direct or indirect result of any of the following, for:**

1. Any mental, psychiatric, psychological, psychotic or nervous *Medical Condition*, including but not limited to depression, anxiety and insomnia.
2. Any *Accident* or *Medical Condition*, including Symptoms of withdrawal, arising from *Your* chronic use of alcohol, drugs or other intoxicants. Any *Accident* or *Medical Condition* arising during *Your Trip* from the abuse of alcohol, drugs or other intoxicants. Alcohol abuse is defined as having a blood alcohol level in excess of eighty (80) milligrams per one hundred (100) millilitres of blood.
3. Suicide, attempted suicide or self-inflicted *Injury*, whether *You* are declared sane or insane.
4. Any *Accident* or *Medical Condition* sustained while participating in:
  - professional or competitive sports, any race or speed contest, gliding, hang-gliding, rock climbing, mountain-climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment including but not limited to crampons, pick-axes, anchors, bolts, carabiners and lead or top-rope anchoring equipment, mountaineering, spelunking, rafting, acrobatic skiing or snowboarding (including kitesurf), bungee jumping, parachuting or other aerial activities or underwater activities using a breathing apparatus (except snorkelling),
  - any activities requiring that *You* sign an accident waiver and release of liability form or any behaviour involving risk, including but not limited to not following security requirements, not obeying warning signs or being in restricted zones.
5. Any loss resulting from an *Accident* or *Medical Condition* sustained while onboard a commercial vehicle, other than as a passenger, or sustained while onboard an aircraft other than as a fare paying passenger on a flight operated by a *Common Carrier*.

6. Any *Accident* or *Medical Condition* or death arising from:
- a) Civil unrest;
  - b) War or acts of war (declared or undeclared) or political instability;
  - c) Intentional exposure to a peril;
  - d) The participation in or intent to commit any criminal or illegal activity by You or Your beneficiary;
  - e) A terrorism act;
  - f) A *Trip* in a country, region or city for which the Government of Canada ([www.travel.gc.ca](http://www.travel.gc.ca)) issued a travel advisory to avoid all non-essential travel or to avoid all travel, if the advisory was in effect on the day of the event that lead to making a claim.
7. Fraud or attempted fraud, concealment or misrepresentation of any material fact affecting this insurance or in connection with the making of any claim.

## E. HOW TO FILE A CLAIM

When submitting *Your Accidental Death* and *Dismemberment* claim please include:

1. Fully completed and signed claim form.
2. Copy of flight itinerary and copy of incident report from airline or airport in case of *Flight Accident*.
3. Police report including any witness' statements and the Coroner's report, if applicable.
4. Medical certificate completed and signed by the attending physician or hospital medical records in case of *Dismemberment*.
5. Death certificate in the event of death.

## VII. NOTICE - PERSONAL INFORMATION

To ensure the confidentiality of *Your* personal information, LS-Travel, Insurance Company, will establish a file with the information related to *Your Travel Insurance Confirmation* and any insurance claim.

Access to this file will be restricted to LS-Travel employees, reinsurers or mandataries who will be responsible for underwriting, administrating, investigating, and processing *Your* application or claim, or any other person designated or authorized by *You*. Your file will be kept at the Insurer's head office.

*You* are entitled to examine the personal information contained in this file and, if required, to have the information corrected by submitting a written request to: Information Access Officer, LS-Travel, 247 Thibeau, Trois-Rivieres (Quebec) G8T 6X9. *You* have the right to withdraw, at all times, the authorization to share and use *Your* personal information.

Please be informed that in the regular process of examining *Your* claim, LS-Travel may, as any other insurance company, request a copy of *Your* medical history in order to determine *Your* eligibility to benefits.



#### **ADMINISTRATION AND CLAIMS**

247 Thibeau Blvd, Trois-Rivières (Quebec) G8T 6X9

**Telephone: 1 819 377-1777 / 1 877 344-8398**

**FAX: 1 819 377-6069**

#### **EMERGENCY ASSISTANCE DURING A TRIP**

**Toll Free: 1 844 820-6588**

(or 1 888 820-6588)

From anywhere in the world / Collect: 1 819 377-2241

(Visit <https://tourmed.ca/en/medical-assistance> for more information  
on how to call to Canada from your destination.)

Insured by

