

# CERTIFICATE OF INSURANCE

**Issued to:** CLUB MED

**Certificate Number:** MED521

**Effective Date:** May 2021

**Plan:** Basic travel insurance for Canada (multi trip annual)

The issuer of the contract is Industrial Alliance Insurance and Financial Services Inc. and Industrial Alliance Pacific General Insurance Corporation

## ABOUT US

North American Air Travel Insurance Agents Ltd. doing business as TuGo® is a licensed insurance agency in all Canadian provinces and territories.

TuGo is a third-party administrator of travel insurance products and services. We develop and administer a variety of travel insurance plans for Canadian business and leisure travellers, visitors to Canada and international students.

OneWorld Assist Inc. doing business as Claims at TuGo® is our claims and assistance provider and performs all assistance services and administers claims on our behalf under this certificate. Claims at TuGo provides ISO 9001:2015 certified service.

At TuGo, our mission is to help travellers have better experiences. TuGo specializes in products and services that enhance and enable travel. Founded in 1964, TuGo understands its customers' needs and is driven to provide top-rated service how, when and where its customers want it.

Our address is 1200-6081 No.3 Road, Richmond, BC V6Y 2B2 Canada

TuGo is a proud member of The Travel Health Insurance Association (THIA). Travel insurance is designed to give all travellers the ability to protect themselves against unexpected medical costs and other expenses associated with the cancellation, interruption or delay of travel arrangements. The Travel Health Insurance Association (THIA) has developed a Travel Insurance Bill of Rights and Responsibilities to ensure travellers know what to expect from their travel insurance policies along with responsibilities they have when purchasing travel insurance. The Travel Insurance Bill of Rights and Responsibilities builds upon the following golden rules of travel insurance:



- Know your health
- Know your policy
- Know your trip
- Know your rights

For more information, visit [thiaonline.com/Travel\\_Insurance\\_Bill\\_of\\_Rights\\_and\\_Responsibilities.html](https://thiaonline.com/Travel_Insurance_Bill_of_Rights_and_Responsibilities.html)

## READ CAREFULLY BEFORE TRAVEL

We want the *group person insured* to understand (and it is in their best interests to know) what their certificate includes, what it excludes, and what is limited (payable but with limits). Please take time to read through the certificate before travel. Italicized terms are defined in the certificate.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and *emergencies* and typically not *follow-up* or recurrent care).
- To qualify for this insurance, the *group person insured* must meet all of the eligibility requirements.
- This insurance contains limitations and/or exclusions (i.e. *pre-existing medical conditions* that are not *stable*, pregnancy, child born on trip, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to *pre-existing medical conditions*, whether disclosed or not at time of purchase. It is the *group person insured's* responsibility to review the *pre-existing medical condition* exclusions and stability requirements, understand how they apply to them and how they relate to their departure date, date of purchase and/or effective date.
- In the event of a claim, the *group person insured's* prior medical history may be reviewed.
- If the *group person insured* has been asked to complete a Medical Questionnaire and any of their answers are not accurate or complete, an extra deductible may apply.
- If the *group person insured's* health changes after they have purchased their insurance, the *group person insured* is not required to us. However, their health change may affect their coverage for *pre-existing medical conditions* and they may choose to contact us to review *pre-existing medical condition* coverage and discuss whether other coverage options are available.

IT IS THE *GROUP PERSON INSURED'S* RESPONSIBILITY TO UNDERSTAND THEIR COVERAGE. IF THE *GROUP PERSON INSURED* HAS QUESTIONS, CONTACT US OR VISIT [TUGO.COM](https://www.tugo.com).

### **PLEASE READ THE CERTIFICATE CAREFULLY BEFORE TRAVEL.**

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

All words in italics have a specific meaning with a corresponding definition. Refer to the Definitions section for details.

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## CONTACT INFORMATION

Contact **us** anytime by phone or online. Phone numbers are subject to change. For the most up-to-date contact information or alternate ways to reach **us**, refer to **our** Contact Us page at [tugo.com/en/company/contact-us](http://tugo.com/en/company/contact-us).

Dialing instructions vary by country. **We** recommend that **you** save or download this **certificate** or print a copy of this page before **you** leave on **your** trip.

**Our** global toll-free service listed below may not be accessible from all countries. **We** also accept collect calls, but many countries have discontinued this service.

Alternatively, **you** can call **us** direct at +1-604-278-4108 and **we'll** reimburse the charges incurred for making this call.

### Claims/Hospitalization

For emergency medical assistance please contact a GO at the Club Med resort immediately.

For all other claims, call **us** immediately:

Global toll-free  
(must include "+" sign by  
holding "0" on mobile)  
+1-800-663-0399

From Mexico  
(Mexican landlines only)  
001-800-514-9976 or  
800-681-8070

Worldwide (collect)\*  
604-278-4108

### Customer Service During Business Hours

To speak with Customer Service, simply call **us**:

From Canada & USA  
1-855-929-8846

Global toll-free  
(must include "+" sign by  
holding "0" on mobile)  
+1-800-663-0399

From Mexico  
(Mexican landlines only)  
001-800-514-9976  
or 800-681-8070

Worldwide (collect)\*  
604-276-9900

\*To call **us** collect, contact the local operator, and let them know **you'd** like to make a collect call to Canada and provide **our** number:

- For customer service, call 604-276-9900
- For claims, call 604-278-4108

**This certificate of Insurance includes the terms of the *group person insured's* travel insurance. This document contains clauses that may exclude or limit the *group person insured's* coverage. Please read it carefully.**

## WHAT IS COVERED?

- Emergency Medical Expenses
  - Trip Cancellation & Trip Interruption
  - Accidental Death and Dismemberment
  - Lost, Damaged or Delayed Baggage
- The following plans are included in the cost of your vacation.

## SCHEDULE OF BENEFITS

| What is covered                       | Maximum limit in Canadian dollars                             |
|---------------------------------------|---------------------------------------------------------------|
| Emergency Medical Expenses            | \$5,000                                                       |
| Trip Cancellation & Trip Interruption | Trip cancellation - none<br>Trip interruption – up to \$1,000 |
| Accidental Death and Dismemberment    | \$15,000                                                      |
| Baggage                               | \$1,000 (\$250 limit per item applies)                        |
| Baggage Delay                         | \$100                                                         |

## INSURING AGREEMENT

The *group person insured* is enrolled for coverage under the *group policy* issued to the *policyholder* when they pay for their Club Med membership.

All the limits of Insurance under each benefit are *aggregate limits per group person insured*, per trip, unless otherwise stated.

## ELIGIBILITY

At the time of application, the *group person insured* is eligible for coverage if:

### Applicable to all plans

- The *group person insured* is a *Canadian resident* and has booked and paid for their trip and Club Med membership fees in Canada.

### Applicable to Emergency Medical Insurance, Accidental Death and Dismemberment Insurance and Baggage Insurance

- The *group person insured* is not travelling against a *physician* or other registered medical practitioner’s advice.

2. The *group person insured* has not been diagnosed with a *terminal condition*.
3. The *group person insured* is not receiving palliative care or palliative care has not been recommended.

## PERIOD OF COVERAGE

### **For all plans except Trip Cancellation & Trip Interruption Insurance**

This insurance begins at 12:01 AM on the effective date of the *certificate*, which is the day the *group person insured* pays for their Club Med Membership. The Insurance and the Club Med membership are both in force for a period of one year from the effective date of the *certificate*, except as specified under the heading Exception applicable to all plans.

Coverage commences for each trip on the date and time of each departure on a Club Med trip from the *group person insured's* province/territory of residence for Emergency Medical Insurance or the *group person insured's* place of ordinary residence for Baggage Insurance and Accidental and Dismemberment Insurance.

Coverage terminates each time the *group person insured* returns to their province/territory of residence from their trip, or at 11:59 PM on the expiry date of the *certificate*, whichever occurs first.

Medical coverage is not available to *Canadian residents* travelling in their province/territory of residence.

### **For Trip Cancellation & Trip Interruption Insurance**

There is no coverage for trip cancellation under this *certificate*.

#### **Trip Interruption**

This insurance begins at 12:01 AM on the effective date of the *certificate*, which is the day the *group person insured* pays for their Club Med membership. The Insurance and the Club Med membership are both in force for a period of one year from the effective date of the *certificate* and ends at 11:59 PM on the expiry date of the *certificate*, except as specified under the heading Exception applicable to all plans.

Coverage for each *trip* commences on the *departure date* and terminates on the earlier of:

1. The date and time the *group person insured* returns to their *departure point*; or,
2. At 11:59 PM on the expiry date of the *certificate*.

If the *group person insured's* return is delayed due to a covered risk, coverage terminates on the date they return to their *departure point* or 30 days after the original scheduled *return date*, whichever is earlier.

### **Exception applicable to all plans**

Coverage will remain in effect when the *group person insured* has booked a trip that starts and/or ends more than a year after paying for their Club Med membership, provided the *group insured person* had a valid Club Med membership when the trip was booked.

# EMERGENCY MEDICAL INSURANCE

## Benefits

Maximum limit—\$5,000

We will pay *reasonable and customary charges* for medical and related expenses up to the coverage limits for an *acute, sudden and unexpected emergency medical condition*. The charges must result from an *emergency* that first occurs after coverage commences and while the *group person insured* is travelling outside their province/territory of residence.

The *group person insured* must notify the assistance company within 24 hours of any *emergency treatment* or *hospitalization* and before any surgery is performed. The *group person insured* must call as soon as medically possible or have someone call on their behalf. The assistance company, in consultation with their attending *physician*, reserves the right to return the *group person insured* to their province/territory of residence prior to any *treatment* or following *emergency treatment* or *hospitalization* for a *medical condition*, if on medical evidence the *group person insured* is able to return to their province/territory of residence without endangering their health. If the *group person insured* elects not to return to their province/territory of residence following the recommendation to do so, then any expenses incurred for continuing *treatment* or surgery with respect to such *emergency* will not be covered and all coverage and benefits under this *certificate* will cease. The *emergency medical attention* the *group person insured* receives must be outside of their province/territory of residence and be required as part of their *emergency treatment* and ordered by a *physician*.

Eligible medical and related expenses are described below.

## Emergency Medical Treatment

- Hospital Services

- *Hospitalization* services (limited to a semi-private room). Any coverage related to *hospitalization* terminates upon release from the *hospital* other than what is specified under the Follow-up Visit Benefit.
- Out-patient *treatment* provided by a *hospital*.

- Physician

The services of a *physician*.

- Ambulance Services

The services of a licensed ground, air or sea ambulance and paramedics to the nearest *hospital*. Fire rescue expenses are also covered if a fire rescue team is dispatched in response to the *group person insured's* medical *emergency*. If an ambulance is medically required but is unavailable, we will reimburse the *group person insured* for taxi expenses, but the taxi receipt is required.

- X-ray Examinations

X-ray examinations and diagnostic laboratory procedures when performed at the time of the initial *emergency*.

- **Prescription Drugs**

Up to a maximum supply of 30 days for prescription drugs. All prescriptions must be issued by a *physician* and purchased in the 30 days from the initial date of the *emergency visit* and/or the *follow-up visit*. While the *group person insured* is *hospitalized*, we will pay the total cost of all prescription drugs, in addition to the 30-day maximum supply of related prescription drugs purchased in the 30 days from the release from *hospital*. Over the counter medicine, vitamins, minerals and dietary supplements are not covered. Original pharmacy prescription receipts indicating the medication name, quantity, dosage, prescribing *physician* and cost are required.

- **Essential Medical Appliances**

The cost to rent or purchase essential medical appliances, including but not limited to, wheelchairs, crutches and canes. When appliances are purchased, the reimbursement will not exceed the total cost that would have been incurred if the appliance had been rented.

- **Follow-up Visit**

One *follow-up* visit within the 14 days after the initial *emergency treatment*, provided the *follow-up* visit is required as a direct result of the initial *emergency*.

## **Other Professional Medical Services**

Up to a maximum of \$250 for any one incident at any time during the trip, per practitioner for the services of the following registered practitioners as a result of an *emergency*:

- Physiotherapist
- Chiropractor
- Osteopath
- Podiatrist

## **Pre-existing Medical Condition Stability Exclusion**

The Emergency Medical Insurance plan is also subject to the Emergency Medical Insurance Exclusions and to the General Exclusions shown on page 21.

The stability requirements for *pre-existing medical conditions* are outlined below.

We will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of any *medical condition* which is not *stable*:

**Applicable to Group Person Insureds 59 years and under**  
on or within the 90 days before the date of departure.

**Applicable to Group Person Insureds 60 years and over**  
on or within the 180 days before the date of departure.

*Medical conditions* that do not meet the stability criteria set out above are not covered.

Refer to the following definitions: *alteration*, *medical condition*, *pre-existing medical condition*, *treatment* and *stable*.



## Exclusions

In addition to the General Exclusions shown on page 21, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

1. Any complications that develop after departure, related to a *pre-existing medical condition* that was not *stable* on or before the date of departure. For stability requirements, refer to the Pre-existing Medical Condition Stability Exclusion.
2. Any claim incurred after a *physician* advised the *group person insured* not to travel.
3. Any claim incurred after any other registered medical practitioner advised the *group person insured* not to travel.
4. A trip that is undertaken after the diagnosis of a *terminal condition*.
5. A trip that is undertaken while the *group person insured* is receiving palliative care or after palliative care has been recommended.
6. *Medical conditions* or any related *medical conditions* for which, on or before departure, *diagnostic tests* took place, were scheduled to take place or were recommended and for which results had not yet been received at the time of departure. This includes *diagnostic tests* that were scheduled or recommended on or before departure, but had not yet taken place at the time of departure.

This exclusion does not apply to:

- a) Tests to monitor an existing *medical condition* if there have been no new or more frequent symptoms, whether or not results have been received; or,
  - b) Screening tests intended to prevent illness or to detect *medical conditions* before symptoms are noticed, whether or not results have been received.
7. *Medical conditions* or any related *medical conditions* for which, on or before departure, tests to follow up on the effectiveness or response to a procedure, surgery or *hospitalization* were scheduled to take place or were recommended. This includes tests that were scheduled or were recommended on or before departure, but had not yet taken place at the time of departure.
  8. *Medical conditions* or any related *medical conditions* for which before departure, medical procedures, surgeries and/or referrals to a specialist were scheduled to take place or were recommended but had not yet taken place at the time of departure.
  9. Any cancer (other than basal cell or squamous cell skin cancer and/or cancer that is in *remission*) for which the *group person insured* received or was recommended to receive *active cancer treatment* on or within the 90 days before the date of departure. This includes *active cancer treatment* that the *group person insured* was recommended to receive but chose to decline.
  10. Tests and investigation except when performed at the time of the initial *emergency medical condition*.

11.

- a) Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, the *group person insured's* chronic use of alcohol, drugs or other intoxicants whether prior to or during their trip.
- b) Any *medical condition* arising during the *group person insured's* trip from, or in any way related to, the misuse or abuse of drugs or other intoxicants, or to the use or abuse of alcohol when the *group person insured* has reached a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate they were intoxicated and no blood alcohol level is specified.

- 12. Any *medical condition* for which the *group person insured* is registered on a waiting list in Canada for *treatment* or diagnosis.
- 13. Expenses incurred once the *emergency* ends and in the opinion of the attending *physician* or other registered medical practitioner, the *group person insured* is able to travel to their province/territory of residence for any further *treatment* relating to the *medical condition* that led to the *emergency*, unless otherwise specified in a benefit.
- 14. The continued *treatment*, recurrence or complication of a *medical condition* or related condition, following *emergency treatment* during the *group person insured's* trip, if we determine that their *emergency* has ended, unless otherwise specified in a benefit.
- 15. Expenses incurred for emergency air transportation and any expenses incurred after emergency air transportation, when the emergency air transportation was not arranged by us or the assistance company.
- 16. Any *medical condition* or related expenses if we determine that the *group person insured* should transfer to another facility or could return to their province/territory of residence for *treatment*, and they choose not to, benefits will not be paid for further *treatment* related to the *medical condition*.
- 17. An official travel advisory issued by the Canadian government stating to "avoid all travel" or "avoid non-essential travel" regarding the country, region or city of the *group person insured's* destination, before the effective date of the *certificate* or the date they travel to that destination (including any stopovers, layovers or any other destinations the *group person insured* is transiting through).

To view the travel advisories, visit the Government of Canada Travel site.

If an official travel advisory is issued for the country, region or city of the *group person insured's* destination after they have already arrived to that country, region or city, their coverage for an *emergency* or a *medical condition* related to the travel advisory in that specific destination will be limited to a period of 30 days from the date and time the travel advisory was issued. We may extend this coverage beyond 30 days if authorized at our discretion.

This exclusion does not apply to claims for an *emergency* or a *medical condition* unrelated to the travel advisory.

18. Any medical and related expenses in excess of \$3,000, if the *group person insured* is not covered by a provincial or territorial government health care plan at the time their claim occurred.
19. A *medical condition* for which symptoms arose or worsened or for which *emergency treatment* was received after the date of departure but before the effective date of this *certificate*.
20. Loss, theft or breakage of prescription glasses, contact lenses, hearing aids, prosthetic devices or dentures.
21. Any medical procedure or hospitalization that was not previously authorized or arranged in advance by the assistance company.
22. The *group person insured's* participating, training or practicing for the following sports or activities:
  - *Backcountry skiing/snowboarding*
  - *Base jumping*
  - *Boxing*
  - *Downhill freestyle skiing/snowboarding in organized competitions*
  - *Downhill mountain biking*
  - *Hang gliding/paragliding*
  - *High risk snowmobiling*
  - *Ice climbing*
  - *Mixed martial arts*
  - *Motorized speed contests*
  - *Mountaineering*
  - *Parachuting/skydiving/tandem skydiving*
  - *Rock climbing*
  - *Scuba diving or free diving over 40 metres*
  - *White water sports – Class VI*
  - *Wingsuit flying*
23. The *group person insured's* participating, training or practicing as part of a registered team, league, association or club; or while competing in a registered tournament, competition or sporting event for the following sports or activities, if they are 21 years of age and over:
  - *Football (American and Canadian)*
  - *Ice hockey*
  - *Rugby*

## **Automatic Extensions to Coverage**

At the time the period of coverage ends, the *group person insured's* coverage will be automatically extended at no additional premium:

### **Hospitalization**

If the *group person insured*, their family travelling with them or their *travelling companion* are *hospitalized*. The automatic extension will be provided to the *group person insured* for the remaining period of the *hospitalization*, plus up to 72 hours after *hospital release* to recover and/or travel home.

### **Delay of Common Carrier**

If the *group person insured's common carrier* is delayed due

to circumstances beyond their control, preventing them from returning to their province/territory of residence. The automatic extension will be provided to the *group person insured* for up to 72 hours. In the event of a claim, written documentation must be provided to us to substantiate the *common carrier* delay.

## TRIP CANCELLATION & TRIP INTERRUPTION INSURANCE

### Covered Risks

Benefits will only be payable if the *trip* has been cancelled or interrupted as a result of one of the following covered risks.

#### Health

1. *Medical condition*, death or quarantine of the *group person insured* or their *travelling companion*.  
Trip Interruption Benefits: 1,2,3
2. *Medical condition*, or death of the *group person insured's* family member or their *travelling companion's* family member.  
Trip Interruption Benefits: 1, 2, 3

#### Employment

3. Involuntary loss of the *group person insured's*, their spouse's, their *travelling companion's* or their *travelling companion's* spouse's permanent employment (excluding contract or self-employment) if the *group person insured*, their spouse, their *travelling companion* or their *travelling companion's* spouse had been continuously employed by the same employer for at least 365 days before the date and time the *trip* is booked or before the date this Insurance is purchased, whichever occurs later.  
Trip Interruption Benefits: 1, 2, 3

#### Legal

4. The *group person insured* or their *travelling companion* being subpoenaed, after the *trip* is booked or after the date this Insurance is purchased, whichever occurs later, for jury duty, as a witness, or required to appear at a court proceeding during the period of travel (excluding law enforcement officers).  
Trip Interruption Benefits: 1, 2, 3
5. The *group person insured* or their *travelling companion* being summoned to police, fire, paramedic or military service (active or reserve).  
Trip Interruption Benefits: 1, 2, 3
6. An official travel advisory issued after the *group person insured's* departure by the Canadian Government stating to "avoid all travel" or "avoid non-essential travel" to any of their travel destinations (including any stopovers, layovers or any other destinations they are transiting through), provided such travel advisory was issued for the *group person insured's* scheduled travel dates and this Insurance was purchased before the travel advisory being issued. This covered risk also applies if the Canadian government (including provincial/territorial governments) issues an advisory against travel to any province/territory, region or city within Canada for Canadians travelling within Canada.  
Trip Interruption Benefits: 1, 2, 3

## Other

7. A natural disaster, which renders the *group person insured's* or their *travelling companion's* principal residence uninhabitable or place of business inoperative.  
Trip Interruption Benefits: 1, 2, 3
8. Violent acts while on the *trip* except for *acts of terrorism* or violent acts which occur in countries where travel advisories have been issued.  
Trip Interruption Benefits: 1, 2, 3

## Benefits

### Maximum limits

Sum insured before departure—not covered

Sum insured after departure—\$1,000

Sum insured amounts are *aggregate limits per group person insured*, per *certificate* and are payable up to the maximum limit.

### Trip Cancellation Before Departure

Trip cancellation is not offered under the Basic travel insurance.

### Trip Interruption After Departure

Benefits outlined below are payable if interruption of the *group person insured's trip* results in unexpected expenses.

1. Reimbursement of the cost of a one-way economy airfare to the original *departure point* to return earlier or later than the *return date*. If the *group person insured* received any refunds or travel credits from the travel supplier for their original, unused prepaid airfare, reimbursement towards a new one-way airfare will be limited to the amount over and above the refunded/credited amount.
2. Reimbursement of the *group person insured's* other non-refundable unused prepaid *travel costs*, excluding the cost of unused prepaid transportation back to the original *departure point* from a destination where the *group person insured* has already been reimbursed for a one-way economy airfare under Benefit no.1 to return them to their original *departure point*.
3. Reimbursement of the additional single supplement commercial accommodation expense in the event a *travelling companion* cancels or interrupts their *trip*.

## Conditions

In addition to the General Conditions, the following conditions apply:

1. **Duplication of Coverage**— If the *group person insured* is insured under more than one Policy/certificate, Plan or Optional Coverage administered by us and they are in effect at the time of loss, the total amount paid to them cannot exceed their total expenses. Expenses are paid to an overall maximum limit of \$100,000 for any trip cancellation and/or trip Interruption claim.

2. No claims will be considered unless the original unused transportation ticket(s) or electronic ticket(s) are provided to us. If applicable, we will also require copies of substitute transportation tickets and travel agent or travel supplier invoices.
3. Trip Interruption— If the *group person insured* needs to interrupt their *trip* because of a *medical condition*, the patient must consult a *physician* at the place where the *medical condition* occurred, on or before the date and time the *group person insured* interrupts or disrupts their *trip*. The *group person insured* must provide a medical certificate or letter completed by the attending *physician* at the place where the *medical condition* occurred, advising against travel that includes: a complete diagnosis, the date of onset of the *medical condition*, the dates and type of *treatment*, and the medical necessity of cancelling or interrupting or disrupting their *trip*. If a *physician* was not consulted as required or if the *group person insured* does not provide the complete written certificate, the *group person insured's* claim will be denied.
4. The benefits are only applicable if:
  - a) The *group person insured* had left enough travel time to comply with the travel provider's recommended check-in time before departure;
  - b) The *group person insured's trip*, whether booked online or through a travel agent, meets the minimum connection times approved by the applicable travel provider.
5. We do not insure or reimburse the cash value of any *travel costs* that have been booked and paid for with points, air miles or any other type of travel reward program. However, we will insure and reimburse the cost of any applicable administration fees to reinstate points.

## Exclusions

In addition to the General Exclusions on page 21, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

1. A *trip* booked or for which Insurance is purchased after the diagnosis of a *terminal condition*.
2. A *trip* booked or for which Insurance is purchased while receiving palliative care or after palliative care was recommended.
3. Any claim incurred for a *trip* booked or for which Insurance is purchased after a *physician* advised the *group person insured* not to travel.
4. Any claim incurred for a *trip* booked or for which Insurance is purchased after any other registered medical practitioner advised the *group person insured* or their *travelling companion* not to travel.
5. Cancellation or interruption caused by or related to a circumstance known to the *group person insured* or any person purchasing insurance on the *group person insured's* behalf before the date and time the *trip* is booked or before the date and time this Insurance is purchased, whichever occurs later, and which eventually prevents or interrupts travel as booked.

6. Cancellation or interruption caused by or related to the threat or fear of earthquakes, tsunamis, hurricanes, tornados, cyclones, avalanches, rock slides, snow storms/blizzards, floods, wildfires, volcanic eruptions and volcano ash clouds, political unrest, epidemics and/or pandemics happening before the date and time the *trip* is booked or before the date this Insurance is purchased, whether or not they are known to the *group person insured*.
7. Cancellation or interruption caused by or related to any of the following:
  - a) Coronavirus disease (COVID-19);
  - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c) Any mutation or variation of SARS-CoV-2.  
This exclusion does not apply if the *group person insured* must interrupt their *trip* as a result of a COVID-19 illness.
8. *Emotional or mental illness or disorders*, unless they result in *hospitalization*.
9. Acute psychosis if drug or alcohol induced.
10. Travel undertaken to visit an ailing *family member* where the *medical condition* or death of that *family member* is the cause of the cancellation or interruption of the *trip*.
11. An early or late return due to a *medical condition*, unless ordered in writing by the attending *physician* that the *group person insured* return to their province/territory of residence.
12. Any *pre-existing medical condition* affecting the *group person insured* or their *family member*, unless the *pre-existing medical condition* was *stable*:
  - a) On or within the 90 days before the date and time the *group person insured's trip* is booked when the Insurance is purchased before the date and time their *trip* is booked; or,
  - b) On or within the 90 days before the date this Insurance is purchased when the Insurance is purchased after the date the *group person insured's trip* is booked.
13. Any *pre-existing medical condition* affecting the *group person insured's travelling companion* or their *travelling companion's family member* unless the *pre-existing medical condition* was *stable*:
  - a) On or within the 90 days before the date and time the *group person insured's trip* is booked when the Insurance is purchased before the date and time their *trip* is booked; or,
  - b) On or within the 90 days before the date this Insurance is purchased when the Insurance is purchased after the date and time the *group person insured's trip* is booked.
14. Applicable to Trip Interruption  
Any complications that develop after the *departure date*, related to a *pre-existing medical condition* that was not *stable* on or within the 90 days before the *departure date*.

15.

- a) Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to the chronic use of alcohol, drugs or other intoxicants whether prior to or during the *trip*.
- b) Any *medical condition* arising from, or in any way related to, the misuse or abuse of drugs or other intoxicants, or to the use or abuse of alcohol when a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood has been reached or when records indicate intoxication and no blood alcohol level is specified.

16. Any cancer (other than basal cell or squamous cell skin cancer and/or cancer that is in *remission*) where *active cancer treatment* was received or recommended (including *active cancer treatment* that was recommended but declined):

- a) On or within the 90 days before the date and time the *group person insured's trip* is booked when the Insurance is purchased before the date and time their *trip* is booked; or,
- b) On or within the 90 days before the date this Insurance is purchased when the Insurance is purchased after the date and time the *group person insured's trip* is booked.

17. Any unused prepaid travel expenses when a refund or a travel credit is available, whether the *group person insured* chooses to accept the refund or credit or not.

18. Interruption due to a *medical condition* when a *physician* has not been consulted at the place where the *medical condition* occurred and has not advised against travel, on or before the date and time of interruption or disruption.

19. Any *travel costs* not purchased through or provided by Club Med.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Maximum limit—\$15,000

### **Covered Risks**

#### **Air Flight/Common Carrier Accident**

Death or dismemberment as a result of an accident sustained during the period of coverage while riding as a fare-paying passenger, or while entering or leaving a lawfully operated licensed *common carrier*.

Coverage is also applicable to *insured* children under two years accompanied by a fare-paying passenger.

#### **24-hour Accident**

Death or dismemberment as a result of an accident sustained during the period of coverage in any other situation not specifically mentioned under Air Flight/Common Carrier above.

### **Benefits**

In the case of the *group person insured's* accidental death or certain *losses* resulting from an accident, we will pay to or on



behalf of them, their estate or other *beneficiary*, the benefits as outlined below, but in no event shall payment exceed the sum insured under this section:

1. 100% of the sum insured for loss of life, double dismemberment or *loss of sight* in both eyes.
2. 50% of the sum insured for single dismemberment or *loss of sight* in one eye.

Benefits for loss of life, limb or sight are payable for *loss* which occurs in the 90 days from the date of the accident.

Any claim for indemnity for loss of life, dismemberment or *loss of sight* must be substantiated by a certificate from the attending medical *physician* at the place of the accident attesting to the actual injuries sustained.

## Exclusions

In addition to the General Exclusions shown on page 21, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

1. Any claim incurred after a *physician* advised the *group person insured* not to travel.
2. Any claim incurred after any other registered medical practitioner advised the *group person insured* not to travel.
3. A trip that is undertaken after the diagnosis of a *terminal condition*.
4. A trip that is undertaken while the *group person insured* is receiving palliative care or after palliative care has been recommended.
5. Any cancer (other than basal cell or squamous cell skin cancer and/or cancer that is in *remission*) for which the *group person insured* received or were recommended to receive *active cancer treatment* on or within the 90 days before the date of departure.

This includes *active cancer treatment* that the *group person insured* was recommended to receive but chose to decline.

6.
  - a) Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, the *group person insured's* chronic use of alcohol, drugs or other intoxicants whether prior to or during their trip.
  - b) Any *medical condition* arising during the *group person insured's* trip from, or in any way related to, the misuse or abuse of drugs or other intoxicants, or to the use or abuse of alcohol when they have reached a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate they were intoxicated and no blood alcohol level is specified.
7. An official travel advisory issued by the Canadian government stating to "avoid all travel" or "avoid non-essential travel" regarding the country, region or city of the *group person insured's* destination, before the effective date of the *certificate* or the date and time they travel to that destination (including

any stopovers, layovers or any other destinations they are transiting through).

To view the travel advisories, visit the Government of Canada Travel site.

If an official travel advisory is issued for the country, region or city of the *group person insured's* destination after they have already arrived to that country, region or city, the *group person insured's* coverage for an *emergency* or a *medical condition* related to the travel advisory in that specific destination will be limited to a period of 30 days from the date and time the travel advisory was issued. We may extend this coverage beyond 30 days if authorized at our discretion.

This exclusion does not apply to claims for an accident unrelated to the travel advisory.

8. The *group person insured's* participating, training or practicing for any of the following activities:
  - Backcountry skiing/snowboarding
  - Base jumping
  - Boxing
  - Downhill freestyle skiing/snowboarding in organized competitions
  - Downhill mountain biking
  - Hang gliding/paragliding
  - High risk snowmobiling
  - Ice climbing
  - Mixed martial arts
  - Motorized speed contests
  - Mountaineering
  - Parachuting/skydiving/tandem skydiving
  - Rock climbing
  - Scuba diving or free diving over 40 metres
  - White water sports – Class VI
  - Wingsuit flying
9. The *group person insured's* participating, training or practicing as part of a registered team, league, association or club; or while competing in a registered tournament, competition or sporting event for the following sports if they are 21 years of age and over:
  - Football (American and Canadian)
  - Ice hockey
  - Rugby

## Limitation

The total *aggregate limit* is \$10,000,000 for any one event under this *certificate* and all policies administered and issued by us. If the total sum of all claims resulting from the same event exceeds the total *aggregate limit*, the \$10,000,000 will be shared proportionately among all *group person insureds*. The proportionate share for each *group person insured* will not exceed the maximum limits of

their plan. Payment will be processed after we have completed the review of all submitted claims related to the same event.

## BAGGAGE INSURANCE

Maximum limit—\$1,000

### Benefits

#### Baggage and Personal Effects

We agree to pay for the loss, damage, destruction or theft of personal effects owned by and travelling with the *group person insured* while in transit, or while in any hotel or other building, en route anywhere in the world, on land or water or in the air.

#### Currency

We agree to pay for loss of currency through theft or robbery of personal currency (excluding unexplained disappearance; police report required), up to a limit of \$100.

#### Baggage Delay

We will pay up to \$100 for necessary personal effects if the *group person insured's* baggage is delayed by an airline or ground carrier provided by Club Med for more than 12 hours after their arrival at the Club Med Village.

### Limitation

Coverage for risk of loss of or damage to the *group person insured's* property for any single item is limited to not more than 25% of the sum insured per *group person insured* per claim.

### Conditions

In addition to the General Conditions shown on page 22, the following conditions apply:

1. This Insurance offers coverage on a first payor basis unless the property that is lost, stolen or damaged is:
  - a) insured for a specific value under another insurance policy; or,
  - b) in the care of any *common carrier* at the time of loss, theft or damage.
2. The *group person insured's* must also notify *us* within 30 days from the date of return and take all reasonable measures to protect, save and/or recover the property.
3. **Payment of Loss**—Any claim hereunder for damage and/or destruction shall be paid immediately after we have been presented evidence substantiating such damage and/or destruction.
4. **Valuation**—We shall reimburse the repair or replacement with a like kind and quality or the actual cash value of the property at the time any loss or damage occurs, whichever is less.
5. **Duplication of Coverage**—If the *group person insured* is insured under more than one Policy/certificate, Plan or Optional Coverage administered by *us* and they are in effect at the time of loss, the total amount paid to the *group person insured* cannot exceed their total expenses. Expenses are paid to an overall maximum limit of \$5,000 per *insured* for the Baggage plan.

## Exclusions

In addition to the exclusions of the plan this optional coverage is purchased with and to the General Exclusions shown on page 21, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

1. Loss, damage or theft of:
  - Animals; or,
  - Motorized vehicles of any kind and their accessories and/or related equipment; or,
  - Trailers, boats, motors, aircrafts or other vehicles and their accessories and/or related equipment; or,
  - Bicycles except while checked as baggage with a *common carrier*; or,
  - Household goods and furnishings; or,
  - Artificial teeth and limbs; or,
  - Hearing aids; or,
  - Prescription and non-prescription glasses (including sunglasses) and contact lenses; or,
  - Money (except as specified under the Currency Benefit), securities, tickets and documents; or,
  - Electronic and/or mobile devices and their accessories and/or related equipment; or,
  - Professional or occupational equipment or property; or,
  - Works of art, antiques and collectors' items; or,
  - Property illegally acquired, kept, stored or transported; or,
  - Jewellery or furs; or,
  - Cameras, camera accessories and/or related equipment.
2. Loss or damage caused by wear and tear, deterioration, moths or vermin.
3. Property insured for a specific value under another insurance policy.
4. Loss caused by theft from an unattended vehicle unless the vehicle was securely locked and displayed visible signs of forced entry.
5. Any loss caused by or related to a circumstance known to the *group person insured* or to any person purchasing this Insurance on their behalf before the date and time this Insurance is purchased.

## REFUNDS

Refunds are not available.

## GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES

In addition to the exclusions specified in each Insurance coverage, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

1. The *group person insured's* participation in and/or voluntary exposure to *acts of war* or *acts of terrorism*.
2. Death, disablement or injury in any way caused by or contributed by radioactive contamination or by the utilization of nuclear, chemical or biological weapons (whether or not caused by *acts of war* or *acts of terrorism*).
3. Any *medical condition* that is the result of the *group person insured* not following *treatment as prescribed* to them, including *prescribed* or over the counter medication.
4. Consumption or use of illegal or controlled drugs (based on the law where the cause of the claim occurred).
5. The *group person insured's* participating, training or practicing in any areas that have been closed off to public access and/or can typically only be accessed by crossing a fenced, gated or roped-off area that has been marked as off limits according to recommendations of safety authorities in the area for the following activities:
  - *Backcountry skiing/snowboarding*
  - *Downhill freestyle skiing/snowboarding in organized competitions*
  - *High risk snowmobiling*
  - *Ice climbing*
  - *Mountaineering*
  - *Rock climbing*
6. The *group person insured's* participating in, training or practicing for any of the following sports or activities:
  - Barrel racing
  - Bronc riding
  - Bull riding
  - Chariot racing
  - Chuck wagon racing
  - Harness racing
  - Rodeo bareback racing
  - Rodeo clowning
  - Rodeo team roping
  - Steer wrestling/chute dogging
  - Trick riding
7. Any *medical condition* or recognized complication of a *medical condition*, where the purpose of the *group person insured's* trip is to seek *treatment*, advice or services, and where the medical evidence indicates the *treatment*, advice or services received are related to that *medical condition*.
8.
  - a) Routine pre-natal or post-natal care; or,

- b) Pregnancy, delivery, or complications of either, arising within the nine weeks before the expected date of delivery or within the nine weeks after.
- 9. The *group person insured's* child born during the trip.
- 10. The *group person insured's* voluntary termination of pregnancy or resulting complications.
- 11. The *group person insured's* suicide or attempt thereof or self-inflicted injury.
- 12. The *group person insured's* commission or attempted commission of a criminal offence or illegal act based on the law where the cause of the claim occurred.
- 13. *Non-emergency*, experimental or elective *treatment* or procedures (including but not limited to ongoing care, chronic care, rehabilitation or check-ups) and their related complications.
- 14.
  - a) Cosmetic surgeries, procedures and/or *treatments*, and,
  - b) Complications related to cosmetic surgeries.
- 15. Any *medical condition* or symptoms for which it is reasonable to believe or expect that *treatments* will be required during the *group person insured's* trip.
- 16. Unless otherwise stated in this *certificate* (see General Condition, number 3), expenses incurred if other insurance policies, plans or contracts cover the loss. This includes, but is not limited to, any private or provincial automobile insurance plan or any provincial or territorial government health care plan. If, however, the loss exceeds the limits of the other policies, plans or contracts and if this Insurance covers losses and periods not covered by those other policies, plans or contracts, this Insurance shall then apply in excess of all other valid insurance. This exclusion does not apply to Accidental Death and Dismemberment Insurance and Baggage Insurance.

## GENERAL CONDITIONS APPLICABLE TO ALL COVERAGES

### Provisions & Conditions

- 1. Coverage under this *certificate* will be void if the *group person insured* does not meet the eligibility requirements as set out in this *certificate*.
- 2. We will not pay a claim if the *group person insured*, any person insured under this *certificate* or anyone acting on their behalf fails to disclose any material fact or makes a fraudulent, false or exaggerated statement or claim.
- 3. **Subrogation**—We will not subrogate against any extended benefit plans if the lifetime maximum limit for all in-country and out-of-country benefits under that plan is currently \$100,000 or less. If the lifetime maximum limit under that plan is greater than \$100,000, we may exercise *our* right to subrogate, but, if applicable, we will limit *our* subrogated claim to the extent required to preserve \$50,000 of the lifetime limit

available under that plan, except in the event of their death. If compensation is or will be available from a third party for any payments made by *us* under this *certificate*, we have the right to subrogate to recover those payments. *We*, at *our* own expense, can file a suit in the *group person insured's* name for that purpose and they authorize *us* to do so. This right of subrogation is in addition to and does not limit any other right of subrogation existing under common law, equity or statute. Further, if the *group person insured* makes any claim against a third party related to payments that we made under this *certificate*, they will include the amount of those payments in their claim against the third party. If the *group person insured* obtains compensation for a portion or all of the included payments we made, they must immediately remit that compensation to *us*. The *group person insured* understands that they shall do nothing to prejudice *our* rights of subrogation, which includes not releasing third parties from liability without *our* express written agreement.

4. **Coordination of Benefits**—Unless otherwise stated in this *certificate*, this Insurance is excess to all other valid insurance. If any other valid insurance is also an excess insurance, we will coordinate benefits of all eligible expenses with that insurer. All coordination follows the guidelines set by the Canadian Life and Health Insurance Association.
5. The *group person insured* may not claim or receive more than 100% of their total covered expenses. This general condition does not apply to Accidental Death and Dismemberment.
6. **Misstatement of Age**—If the *group person insured's* age has been misstated to *us*, the coverage and/or premium may be adjusted in accordance with the correct age as of the date and time they became covered. Any premium adjustment is payable upon receipt of a premium notice.
7. The *group person insured* must be accurate and complete in their dealings with *us* at all times.
8. **Currency**—Any dollar amount expressed as a limit of coverage or benefit payable under this *certificate* is deemed by *us* to be in Canadian currency, unless otherwise stated.
9. **Duplication of Coverage**—If the *group person insured* is insured under more than one Policy/*certificate*, Plan or Optional Coverage administered by *us* and they are in effect at the time of loss, the total amount paid to the *group person insured* cannot exceed their total expenses. Benefits are paid under the one Policy/*certificate*, Plan or Optional Coverage with the greatest benefit limit, except for Baggage, Trip Cancellation & Trip Interruption. For limits that apply to these coverages, refer to Duplication of Coverage under the Conditions section of each applicable Plan or Optional Coverage.
10. In the case of duplicate benefits in this *certificate*, claims are payable under the one benefit with the greatest benefit limit.
11. The date and time of commencement and termination of coverage is based on the time zone of the province or territory the *certificate* was purchased in.

12. Premium and coverage are based on factors including but not limited to age, trip length, travel destination and answers to the Medical Questionnaire, if applicable.
13. The availability, quality, results or effects of any *treatment*, assistance, *hospitalization*, transportation or the *group person insured's* failure to obtain any of the above, is not *our* responsibility or the responsibility of any company or agency providing services on *our* behalf.
14. We reserve the right to accept or to decline any person as a *group person insured*.
15. In the event of the *group person insured's treatment* by a *physician* or other registered medical practitioner or other circumstances that have led or may lead to a claim under this *certificate*, the *group person insured* authorizes any *hospital*, *physician* or other person or organization that has records or knowledge of them or their health, medical history or other information relevant to the claim to provide *us* that information and authorize *us* to use and disclose that information for the purpose of determining whether any claim that may be made is covered by this Insurance or by another plan or Policy.
16. If requested by *us*, the *group person insured* must furnish or consent to the release of their medical records for the relevant period before the effective date of the *certificate* and/or during the term of the insurance required in order to determine if the claim is payable. Failure to produce these records will invalidate the *group person insured's* claim.
17. In the event of a claim, upon request, the *group person insured* will establish the date and time of departure and initially planned date of return of the trip.
18. The *group person insured* shall be responsible for the verification of any *hospital* and medical expenses incurred and shall obtain itemized accounts of all *hospital* and medical services which have been provided.
19. We shall not reimburse any expense incurred after a period of 365 days has elapsed following the date on which the loss first occurred or the relevant *emergency* first occurred.
20. We shall comply with all applicable privacy legislation and regulations. The *group person insured* can learn about *our* privacy policy at [tugo.com/en/privacy](https://tugo.com/en/privacy).
21. If any of the terms or conditions of this *certificate* are in conflict with the statutes of the province or territory in which this *certificate* is issued, the terms and conditions are hereby amended to conform to such statutes.
22. In the event of complaints or unresolved disputes respecting any claim or portion thereof, the following should be contacted: TuGo, 1200-6081 No.3 Road, Richmond, BC, V6Y 2B2, Canada.
23. The law of the province or territory of Canada in which the *group person insured* ordinarily resides, will govern this *certificate*, including all issues of its interpretation and performance. Any legal action or other proceeding related to or connected with this *certificate* that is commenced by



the *group person insured* or anyone claiming on their behalf or by an assignee of benefits under this *certificate* must take place in the courts of the province or territory of Canada in which the *group person insured* ordinarily resided or in which the *group person insured* purchased this *certificate*, and no other court has jurisdiction to hear or determine any such action or proceeding.

24. This Insurance provides no coverage and no *insurer* shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose that *insurer* to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
25. We shall not reimburse any interest charges accrued by the *group person insured*.
26. If the *group person insured* is a US citizen, they may have an obligation to purchase insurance under the Affordable Care Act ("ACA"). This insurance is not subject to the ACA and is not intended to fulfill individual obligations to purchase health insurance coverage under the ACA. The *group person insured* should contact their tax adviser or lawyer if they think the ACA obligations may apply to them. If the *group person insured* is a US citizen or US resident, they may have an obligation to purchase insurance under the Affordable Care Act ("ACA"). This insurance is not subject to the ACA and is not intended to fulfill individual obligations to purchase health insurance coverage under the ACA. The *group person insured* should contact their tax adviser or lawyer if they think the ACA obligations may apply to them.
27. The *group person insured* or any claimant under this *certificate* may request a copy of the *group policy*, which is available at the office of the *policyholder*, wherever applicable legislation permits it and subject to limitations.
28. Our liability under this *certificate* is limited solely to the payment of eligible benefits, up to the maximum amount specified herein, for any loss or expense. Our maximum limit of liability resulting from all occurrences within a 168-hour period will be \$10,000,000 in the aggregate. If loss for all *group person insureds* exceeds \$10,000,000, we will pay each *group person insured* that portion of the benefit stated which \$10,000,000 bears to the total loss of all persons under all our Policies. We do not assume responsibility for the availability, quality, results or outcome of any service, or your failure to obtain any service covered under the terms of this *certificate*.
29. Extensions to period of coverage are not available.

# DEFINITIONS

## **Active cancer surveillance**

Also known as 'watchful waiting' is a *treatment* plan that involves monitoring cancer without giving any other form of *treatment*. It is used to monitor changes in test results to see if the cancer is getting worse and whether other forms of *active cancer treatment* might also be needed. This method of *treatment* is often used when the cancer is newly diagnosed and before it's clear what types of *treatment* would be most effective, for conditions that progress slowly and/or when the risks of *active cancer treatment* are greater than the possible benefits.

## **Active cancer treatment**

*Treatment* that is not limited to but includes chemotherapy, radiation therapy, surgery, medication, experimental treatment or *active cancer surveillance*.

## **Acts of terrorism**

An act, or acts, of any person, or group(s), committed for political, religious, ideological, ethnic or similar purposes with the intention to influence any government and/or, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of acts of terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).

## **Acts of war**

War, civil war, riot, rebellion, insurrection, revolution, invasion, hostilities or warlike operations (whether war be declared or undeclared), civil commotion, overthrow of the legally constituted government, military or usurped power, explosions of war weapons.

## **Acute**

Initial or *emergency* short course (not chronic) *treatment* by a *physician* phase of a *medical condition*.

## **Aggregate limit**

The maximum amount of coverage available, regardless of the number of separate claims.

## **Alteration**

The medication usage, dosage or type has been increased, decreased or stopped and/or a new medication has been *prescribed*.

Alteration does not include:

- a) Changes in brand to an equivalent name brand or to an equivalent generic brand of the same or equivalent usage or dosage; or,
- b) Routine dosage adjustments within *prescribed* parameters for insulin or oral diabetes medication to ensure correct blood levels are maintained; blood sugar levels must be checked regularly and the *medical condition* must remain unchanged; or,
- c) Routine dosage adjustments within *prescribed* parameters for blood thinner medication to ensure correct blood levels are maintained; blood levels must be checked regularly and the *medical condition* must remain unchanged; or,

- d) A temporary stoppage of blood thinner medication up to a maximum of 24 hours if the stoppage is required for a surgery or a procedure; or,
- e) Usage changes due to the combination of several medications into one; the *medical condition* must remain unchanged.

### **Backcountry**

An area that is not marked, not patrolled and/or not cleared for avalanche dangers, but where public access is permitted. Backcountry is also known as slackcountry, sidecountry and/or off-piste and does not include heli-skiing or cat skiing.

### **Beneficiary**

Estate unless otherwise requested in writing.

### **Canadian resident**

A *group person insured* who is eligible for or has a provincial or territorial government health care plan in place and:

- a) Is a Canadian citizen with a primary permanent residence in Canada; or,
- b) Has landed immigrant status in Canada and a primary permanent residence in Canada; or,
- c) Has a permit to study or work in Canada.

### **Certificate**

This certificate of Insurance.

### **Common carrier**

A boat, cruise ship, airplane, bus, taxi, train or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire.

### **Departure date**

The date and time the *group person insured* leaves their *departure point* to begin their trip.

### **Departure point**

The place the *group person insured* departs from on the first day of their trip.

### **Dependent children**

Unmarried children who are dependent on a parent or guardian and are:

- a) Up to and including 21 years, if they are residing with their parent or guardian; or,
- b) Up to and including 25 years, if they are attending an educational institution full-time, whether or not they are residing with their parent or guardian; or,
- c) Any age, if they have a cognitive, developmental or physical disability, whether or not they are residing with their parent or guardian.

### **Diagnostic tests**

Tests required to:

- a) Assess, identify or investigate a symptom or a *medical condition*; or,
- b) Follow up on abnormal test results.

## **Downhill freestyle skiing/snowboarding in organized competitions**

Any skiing/snowboarding competition with the following activities: aerial skiing/snowboarding, kite-skiing, mogul or cross competitions, half-pipes and/or slopestyle activities, rails, jumps and other terrain park features.

## **Downhill mountain biking**

Biking down mountain trails or rough mountain terrain (whether as part of a race or not) and often features jumps, drops, rock gardens or other obstacles. It often requires the use of mechanical lifts or elevators.

## **Emergency**

An unforeseen *medical condition*, which requires immediate *treatment* to alleviate existing danger to life or health. An emergency no longer exists, when the medical evidence indicates that the *group person insured* is able to continue the trip or return to their province/territory of residence. Once such emergency ends, no further benefits are payable in respect of the *medical condition* which caused the emergency, unless otherwise specified in a benefit.

## **Emotional or mental disorder**

An emotional condition, state of anxiety, situational crisis, anxiety or panic attack, or any other illness or disorder impacting mood, thinking and/or behaviour.

## **Family member**

(Whether by birth, adoption or marriage) the *group person insured's* legal or common-law spouse, parents, step-parents, brothers, sisters, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, natural or adopted children, stepchildren, stepbrothers or stepsisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, foster children or any individual of whom they are a legal guardian.

## **Follow-up**

Re-examination of the *group person insured* to monitor the effects of earlier *treatment* related to the initial *emergency*, except while *hospitalized*. Follow-up does not include *diagnostic tests* and/or continued *treatment* (as determined by us).

## **Group person insured or insured**

A *Canadian resident* who has purchased a travel package including membership and insurance through Club Med Canada.

## **Group policy**

The group insurance policy issued by us to Club Med.

## **High risk snowmobiling**

Racing competitions, endurance events, high-marking and/or snowmobiling in unguided *backcountry* terrain.

## **Hospital**

An institution that is licensed as an accredited hospital that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

### **Hospitalization or hospitalized**

Formal admission to the in-patient services of a *hospital*. This does not include visits to the emergency room unless they result in the formal admission to the in-patient services of a *hospital*.

### **Ice climbing**

The act of climbing or rappelling from vertical or nearly vertical ice formations such as ice falls, frozen waterfalls or cliffs or rock slabs that are covered with ice from flows of water freezing over. Ice climbing requires the use of specialized equipment including but not limited to ice axes, crampons or ice screws. Glacier hiking is not ice climbing. If the glacier hike is on a mountain, it is considered *mountaineering*.

### **Insurer**

The insurers listed under the definition of *us, we, our*.

### **Medical condition**

Any disease, illness or injury (including symptoms of undiagnosed conditions).

### **Medically necessary**

The medical service or product in question is necessary to preserve, protect or improve the *group person insured's medical condition* and well being.

### **Mixed martial arts**

A combat sport in which participants use fighting and grappling techniques from any combination of wrestling, boxing and martial arts. Mixed martial arts include ultimate fighting.

### **Motorized speed contest**

Any motorized vehicle race or timed event by land, air or water.

### **Mountaineering**

The act of climbing or descending a mountain using specialized equipment including but not limited to pickaxes, ice axes, anchors, bolts, crampons, carabineers and lead or top rope anchoring equipment. Mountaineering does not include *ice climbing*.

### **Non-emergency**

Any *treatment*, investigations or surgery either:

- a) not required for the immediate relief of *acute* pain and suffering; or,
- b) which reasonably could be delayed until the *group person insured* returns to Canada; or,
- c) which the *group person insured* elects to have during a trip following *emergency treatment* by a *physician* or other registered medical practitioner of a *medical condition* or the diagnosis of a *medical condition*, which on medical evidence would not prevent them from returning to Canada before such *treatment* or surgery.

**Physician**

A medical practitioner who is registered and licensed to practice their medical profession in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than the *group person insured* or a *family member*.

**Policyholder**

Club Med.

**Pre-existing medical condition**

Any *medical condition* that exists on or before the date and time the *group person insured* leaves for their trip.

**Prescribed**

*Treatment* ordered or recommended by a *physician* and/or any other registered medical practitioner, as documented in the *group person insured's* medical records.

**Reasonable and customary charges**

Charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

**Remission**

The decrease in or the disappearance of signs and symptoms of cancer and/or the removal of cancer as determined by the *group person insured's physician* and noted in their medical records.

Remission can be complete or partial. Complete remission means the disappearance of all signs or symptoms. Partial remission means a decrease in or disappearance of some, but not all, signs and symptoms.

**Return date**

The date on which the *group person insured* is scheduled to return from their *trip* or the date of their actual return to their *departure point*.

**Rock climbing**

The sport of climbing rock faces, especially with the aid of ropes and special equipment. Rock climbing includes the following activities: bouldering, traditional climbing, free soloing, top-rope, sports climbing, canyoning/canyoneering, but does not include indoor wall rock climbing.

**Spouse**

The person the *group person insured* is legally married to, or a person they have been living with for a minimum period of one year and who is publicly presented as their spouse.

**Stable**

A *medical condition* is considered stable when all of the following statements are true:

- a) There has been no deterioration of the *medical condition* as determined by a *physician* or other registered medical practitioner, and
- b) There have been no new symptoms or findings or more frequent or severe symptoms or findings, and
- c) There has been no change in *treatment* by a *physician* or other registered medical practitioner or any *alteration* in any medication related to the *medical condition*, and
- d) There has been no new *treatment* received, *prescribed* or recommended by a *physician* or other registered medical practitioner.

**Terminal condition**

A *medical condition* for which, before the date of departure, a *physician* has given the *group person insured* a terminal prognosis with a life expectancy of 12 months or less.

**Travel costs**

Non-refundable unused prepaid travel arrangements booked through Club Med.

**Travelling companion**

A person who has prepaid shared commercial accommodation or transportation with the *group person insured* for the same period of travel.

**Treatment, treat, treated**

A procedure *prescribed*, performed or recommended by a *physician* for a *medical condition*. This includes but is not limited to medication, investigative testing and surgery.

**Trip**

For Trip Cancellation & Trip Interruption Insurance

The period of time the *group person insured* is travelling to a Club Med Village and for which the *group person insured* is enrolled under this *certificate*.

**Us, we, our**

OneWorld Assist Inc. doing business as **Claims at TuGo** and North American Air Travel Insurance Agents Ltd. doing business as TuGo. TuGo is a third party administrator for the following insurers:

- For all plans except Baggage Insurance: Industrial Alliance Insurance and Financial Services Inc.
- For Baggage Insurance: Industrial Alliance Pacific General Insurance Corporation.

**White water rafting – Class VI**

Rafting on extreme rapids or waterfalls deemed unnavigable according to safety authorities. Class VI white water rafting includes rafting on rapids with substantial levels of white water, large waves, hazardous rocks and/or drops with the potential to damage most rafting equipment.

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## STATUTORY CONDITIONS

**The contract**

The group policy, this certificate, any document attached to this certificate when issued, and any amendment to the group policy agreed on in writing after the certificate is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.

**Waiver**

The company are deemed not to have waived any condition of this certificate, either in whole or in part, unless the waiver is clearly expressed in writing signed by us.

### **Notice and proof of claim**

Notice of a claim shall be given in accordance with the claims procedures clause included in this certificate as soon as practical but in no case later than 30 days from the date a claim arises under this group policy. You must also within 90 days from the date the claim arises under this group policy furnish such proof and additional information as is reasonably possible and if required by the company, furnish a certificate from a physician detailing the cause or nature of the sickness or injury for which the claim has been instituted.

### **Rights of examination**

As a condition precedent to recovery of insurance moneys under this certificate,

- a) the claimant must afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim is pending, and
- b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the limitation period specified in the Insurance Act, Limitations Act, Civil Code of Quebec or other relevant legislation of the applicable jurisdiction.

### **Applicable to Quebec Residents**

Notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Quebec respecting contracts of Accident and Sickness Insurance.

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### **ACTION AGAINST COMPANY**

Service of legal proceedings to enforce the obligations under this *certificate* to the *insurers* listed in the definition of *us* may be validly made by serving the offices of North American Air Travel Insurance Agents Ltd. d.b.a. TuGo, 1200-6081 No.3 Road, Richmond, BC, V6Y 2B2, Canada.

### **NOTICE TO COMPANY**

Notice under this *certificate* to the *insurers* listed in the definition of *us* may be validly given to North American Air Travel Insurance Agents Ltd. d.b.a. TuGo, 1200-6081 No.3 Road, Richmond, BC, V6Y 2B2, Canada. Complaints or unresolved disputes should be referred to Industrial Alliance Insurance and Financial Services Inc. at 400-988 West Broadway, P.O. Box 5900, Vancouver BC V6B 5H6, Canada, solutions@ia.ca or toll-free at 1-800-266-5667.



# CODE OF CONSUMER RIGHTS & RESPONSIBILITIES

This following information is from the Insurance Bureau of Canada.

Insurance companies selling home, auto and business insurance are committed to protecting your rights. These include the right to be informed fully, to be treated with respect, to timely claims handling and complaint resolution, and to privacy.

Insurance is a two-way contract, and you have a role to play. You are responsible for understanding your needs, asking questions and providing accurate, up-to-date information to your insurer. For more information about your role, speak to your insurance representative and read your policy.

## **Right to Be Informed**

You have the right to an easy-to-understand explanation of how insurance works and how insurers calculate price based on relevant facts. You can expect to access clear information about your policy, your coverage and the claims settlement process. Under normal circumstances, insurers will advise an insurance customer of changes to, or the cancellation of, a policy at least 30 days prior to the expiration of the policy. Your insurer is required to provide you with the renewal terms of your policy at least 30 days prior to the expiration of the policy.

You have the right to know how your broker or agent is compensated, and if they have any conflicts of interest.

## **Right to Timely and Transparent Claims Handling**

You can expect qualified staff to respond to your claim in a timely manner. You have the right to be informed of procedures and timelines for settling your claim, as well as the status of your claim. If your claim is denied, you have the right to be informed why.

## **Right to Complaint Resolution**

You can access your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. You may also contact your provincial insurance regulator or the independent General Insurance OmbudService ([www.giocalcanada.org](http://www.giocalcanada.org)).

## **Right to Privacy**

You have the right to understand how your personal information will be used. All insurers have privacy statements and are subject to Canada's privacy laws. Ask your insurer to provide you with a copy of its privacy statement.

## **Responsibility to understand your needs**

You are responsible for asking questions and educating yourself about your policy. Visit [www.ibc.ca](http://www.ibc.ca) for information about questions you should ask your insurance provider. Make sure you ask all relevant questions and give your insurance provider a detailed explanation of your circumstances to help him or her make informed recommendations on what your policy should include. This will ensure that you have the right insurance coverage.

You are responsible for making premium payments as required by your insurer. Failure to do so could result in a lapse of coverage or cancellation of your policy.

### **Responsibility to Provide Accurate Information**

You are required to provide all relevant information in your application for insurance and you must ensure that the information is accurate. If you have questions about the application or policy, contact your insurance representative and have him or her explain it to you to ensure that you understand your and the insurer's obligations.

### **Responsibility to Update Your Information**

To maintain your protection against loss, you must promptly inform your insurance company, broker or agent of any change in your circumstances, such as renovations to your home, the purchase of a big-ticket item that may require additional insurance coverage or having a home-based business.

### **Responsibility to Report the Facts**

You must report an accident or claim, providing complete and accurate details, as soon as possible following the accident or incident giving rise to the claim.

## **PRIVACY**

### **Privacy Notice**

The protection of your personal information is very important to us. TuGo is committed to the protection of your personal information. TuGo fully complies with Canada's privacy laws. TuGo's privacy policy determines our responsibilities on the collection and use of your personal information. You can review TuGo's entire Privacy Policy at [tugo.com/en/privacy](http://tugo.com/en/privacy).

Personal information is gathered at the time of application to determine the premium and appropriate coverage. In the event of a claim, we may need to collect additional medical information to help provide the best possible assistance, arrange care, possible medical evacuation, and to determine coverage. This information may be obtained or shared with your agent, any affiliate or subsidiary, referring organization and third-party provider including but not limited to health care providers and government health insurers. The information is used by authorized personnel only as needed, and is maintained securely for the period required by law. Your information may need to be shared with or by organizations located outside of Canada, such as the country you are travelling to and will be also subject to the laws of those foreign jurisdictions. We encourage you to review TuGo's Privacy Policy occasionally as it could be amended.

Upon written request, you may also review your personal information to verify its accuracy. For more information about how TuGo collects and uses personal information, contact our privacy officer: TuGo, Attn: Privacy Officer, 1200-6081 No.3 Road, Richmond BC, Canada, V6Y 2B2. Email: [privacy@tugo.com](mailto:privacy@tugo.com) Fax: (604) 276-9409.

## **NOTICE ON PRIVACY & CONFIDENTIALITY PLEASE READ CAREFULLY AND RETAIN FOR YOUR RECORDS**

The specific and detailed information requested pursuant to this application from you and which may be subsequently requested by us, from time to time, is required to process your application, and process any claim for benefits made by you. To protect the confidentiality of such personal information, access to your information is restricted to any person you authorize or as authorized by law as well as those Industrial Alliance Insurance and Financial Services Inc. (the "Company") employees, its reinsurers, third party administrators, agents or brokers of the Company, plan sponsors and any agents or brokers of such sponsors or other market intermediaries for the purposes of (a) sponsoring a plan for you, (b) marketing and administration of Company products or services, (c) assessment of risk (underwriting) and (d) investigation of claims (where applicable). **Your file will be kept in our offices.**

**You are entitled to review your personal information contained in our files, subject to certain limited exceptions established by law, and if necessary, to have it rectified by sending a written request to us at:** 400 - 988 West Broadway. P.O. Box 5900, Vancouver, BC V6B 5H6, Attention: Director, Special Markets Solutions. Corrections will be noted in the file. If a requested correction is in dispute, we nonetheless note your requested correction in the file. Further information on our privacy practices can be found online at [ia.ca](http://ia.ca) or alternatively, contact us at 1.800.266.5667 and request that a copy be faxed or mailed to you.

# HOW TO CLAIM

## Claims Procedures & Payment of Benefits

If making a claim, we want the *group person insured* to call us as soon as possible in order to facilitate the process. We must receive notice of your claim within 30 days of the return home in order for us to provide the *group person insured* with a claim form specific to their loss. To report a claim or to request a claim form, call 1.800.663.0399 or 604.278.4108 (collect).

### Applicable to All Claims

1. Any notices of claim or correspondence concerning a claim should be promptly sent to:  
Claims at TuGo  
1200-6081 No. 3 Road  
Richmond, BC V6Y 2B2 Canada
2. Any cost incurred to obtain documentation required to confirm eligibility of the *group person insured's* claim, other than medical records requested by us is the responsibility of the claimant.
3. To receive benefits, any requested supporting documentation must be provided by the claimant. Claim Forms will be provided to the claimant to complete and return to us. It is the claimant's responsibility to complete and/or produce any documentation that we require to process and confirm the eligibility of the claim.
4. All required documentation must be received within one year from the date of loss. Failure to do so will result in the denial of the claim.
5. To qualify for reimbursement, original itemized receipts must be provided as support for all eligible expenses. If original, itemized receipts are not provided, the expense will not be reimbursed.
6. If the claim is the result of a death, the following documents are required:
  - a) A copy of the death certificate
  - b) A copy of the Will or Power of Attorney
  - c) A police report, if applicable

The claim forms must be signed by the Executor of Estate or the person who holds Power of Attorney.

### Applicable to Emergency Medical Insurance

1. For emergency medical assistance please contact a GO at the Club Med resort immediately.
2. The *group person insured* must call as soon as medically possible or have someone call on their behalf.

### Applicable to Trip Cancellation & Trip Interruption Insurance

1. To receive benefits, the following documents must be provided:
  - a) The original unused tickets or e-tickets and/or all additional travel tickets or e-tickets purchased to return home, to catch up to the next destination or to rejoin the tour.

- b) Original itemized, dated invoices and receipts from all travel suppliers showing full payment, taxes and fees paid.
- c) A copy of the originally scheduled travel arrangements or itinerary, confirming traveller name(s), destination(s) and dates.
- d) Proof of cancellation from all airlines, hotel or accommodation providers, tour operators, cruise lines and any other travel suppliers, for all unused expenses.
- e) A statement from the travel agency/airline/travel supplier documenting their refund policies and copies of all refunds and/or credits provided for cancelled or unused expenses.
- f) If the claim occurred after departure, a medical certificate completed by the attending *physician* at the place where the *medical condition* occurred, stating the diagnosis, the date of onset of the symptoms, the dates and type of *treatment*, and the reason why it was necessary to interrupt the *trip*.

### **Applicable to Baggage Insurance**

1. Report loss or damage to police, local or conveyance authorities, Club Med representative, hotel manager or official transportation representative as soon as possible and obtain a written report. Failure to submit this written report with the claim will result in the denial of the claim.
2. In the event of theft or unauthorized use of the *group person insured's* credit cards, the *group person insured* must notify the credit card company immediately to reduce the loss.
3. The *group person insured* must also submit a letter of coverage or denial from the transportation carrier and/or their homeowner's insurance company.
4. As proof of loss value, we may, at our option, request original receipts or sales slips for all lost or stolen articles claimed.

Insurance is administered by North American Air Travel Insurance Agents Ltd. doing business as TuGo®, a licensed insurance broker in all provinces and territories. The issuer of the contract is Industrial Alliance Insurance and Financial Services Inc and Industrial Alliance Pacific General Insurance Corporation. Claims at TuGo® and TuGo® are registered trademarks owned by North American Air Travel Insurance Agents Ltd. doing business as TuGo®.