

DEFINITIONS

"Accidental Bodily Injury" or "Injury" means bodily Injury which occurs while Insurance under this Policy is in force, caused by violent external and accidental means, but does not include any Injury caused by an event, act or omission which was caused or contributed to by the consumption of or abuse of any alcohol; drugs or medication by an Insured Person.

"Acute" means initial or Emergency short course (not chronic) treatment phase of a Sickness or Injury.

"Common Carrier" means a boat, airplane, bus, taxi, train or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire.

"Company" means American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida, Industrial Alliance Pacific Life Insurance Company and certain Lloyd's Underwriters.

"Contracted" means specified in the travel documents for the Insured Trip with respect to any destination, date and time/place of arrival or departure.

"Delayed Common Carrier" or "Delayed" means delay solely due to an unannounced and unpublished strike, weather conditions or hijacking. Such delay coverage does not include loss from or contributed by (a) detention by customs officials, (b) war, (c) air traffic delays caused by congestion in the skies; and (d) mechanical breakdown.

"Designated Representative" means an appointed agent of Travel Underwriters.

"Elective (non-emergency) Treatment or Surgery" means 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 Insured returns to

Canada (for Visitors to Canada - country of residence), or c) which the Insured elects to have provided during the Insured Trip following Emergency Medical treatment of a medical condition or the diagnosis of a medical condition, which on medical evidence would not prevent the Insured from returning to Canada (for Visitors to Canada - country of residence) prior to such treatment or surgery.

"Eligible Medical Expenses" means those categories of expenses which are detailed under this heading in this Policy.

"Emergency" is an unforeseen event which occurs while traveling outside the Insured Person's province or territory of ordinary residence, affecting the Insured Person in such a way that an Insured Person will be in continued danger unless there is immediate intervention by a Licensed Medical Physician or dentist necessitating the examination or treatment by such Physician or dentist licensed to practice his/her profession. Such Emergency no longer exists, when, in the opinion of the attending Licensed Medical Physician or dentist, the Insured Person is able to return to the Insured Person's province or territory of ordinary residence. Once such Emergency ends, no further benefits are payable in respect of the condition which caused the Emergency. Where the examination or treatment discloses a condition which because of its nature requires continuous intervention or treatment this continuous intervention or treatment does not constitute a reimbursable Eligible Medical Expense.

"Family" means a person aged 55 years and under plus that person's legal or common-law spouse, if aged 55 years and under, and unmarried, dependent children if aged 21 years and under living in the same household as the Insured. All insured Family members must be named in the Application pertaining to and forming part of this Policy.

"Hospital" means an incorporated or licensed Hospital having accommodations for resident bed patients, a laboratory, a registered graduate nurse always on duty and an operating room where surgical operations are performed by a legally qualified Physician or Physicians, but in no event shall this include a convalescent or nursing home or home for the aged or health spa, or drug rehabilitation facility.

"Injury" means bodily Injury caused by an accident received after the effective date and while Insurance under this Policy is in force.

"Insured" or "Insured Persons" means the Insured and all Family members named in the Application attached to and forming part of this Policy.

"Licensed Medical Physician" or "Physician" means a medical Physician who is currently registered and licensed in accordance with the regulations applying in the jurisdiction where the Physician practices.

"Medical Treatment" means any reasonable medical, therapeutic or diagnostic measure prescribed by a medical Physician in any form including prescribed medication, reasonable investigative testing, Hospitalization, surgery or other prescribed or recommended treatment directly referable to the condition, symptom or problem. Medical Treatment does not include either: (1) the unchanged use of prescribed drugs or medication for a Stable condition, symptom or problem; or (2) a check-up where the Physician observes no change in a previously noted condition, symptom or problem.

"Minor Ailment" means a condition which did not require the use of medication for a period of greater than 30 days, did not require follow-up or referral visit to a registered medical practitioner, or which did not require hospitalization or surgical intervention.

"Pre-existing Condition" means a medical condition, illness or injury known to the Insured Person, and for which an Insured Person has received medical consultation, diagnosis, and/or Medical Treatment by a Physician prior to the commencement date of a covered trip and includes a medically recognized complication or Recurrence of a medical condition.

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

"Sickness" means an Acute illness requiring immediate Emergency treatment as a result of a sudden onset of symptoms manifested while Insurance under this Policy is in force, but does not include any illness or symptoms caused or

contributed to by the consumption or abuse of any alcohol, drugs or medication by an Insured Person. Refer to Definitions Stable condition, Emergency and Pre-existing Condition.

"Stable" means the medical condition is not worsening and there has been no alteration* in any medication for the condition or its usage or dosage, nor any Medical Treatment prescribed or recommended by a Physician or received, within the period specified in this Policy before the commencement date of a covered trip. *Alteration does not include changes in brand due solely to the availability of Your usual brand or due to government regulations regarding reference-based pricing.

"Terminal Condition" means a medical condition which, in the opinion of a Licensed Medical Physician, indicates a restricted life expectancy.

"Vehicle" means the automobile, R.V., boat or other land or water conveyance used for the Insured Trip.

"You" or "Your" means the same as Insured or Insured Persons.

Applicable to Visitors to Canada Emergency Hospital/Medical Insurance

"Accident" means Accident originating any time during the period this Policy is in force.

"Family" means a person aged 59 years and under, plus that person's legal or common-law spouse, if aged 59 years and under and children if aged 21 years and under. All insured Family members must be named in the Application pertaining to and forming part of this Policy.

"Loss" means the actual expense incurred as a result of Accident originating during the period this Insurance is in force or as a result of Sickness occurring more than 48 hours after the effective date, (but in either case, not prior to arrival in Canada) and during the period this Insurance is in force for Hospital confinement, medical and other expenses specified in this Policy which occurs outside the country of permanent residence of the Insured and which is payable by the Insured.

"Sickness" means Sickness originating at any time during the period of this Insurance after the first 48 hours after the effective date of this Policy.

Applicable to Air Flight/Common Carrier/24-Hour Accident Insurance

"Beneficiary" means Estate unless otherwise requested in writing.

"Common Carrier" means a boat, airplane, bus, taxi, train or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire.

"Loss" in respect of limbs means actual severance through or above wrist or ankle joints and, in respect of loss of sight, means entire and irrecoverable loss of sight.

Applicable to Trip Cancellation/Trip Interruption Insurance

"Application Date" means the date when premium is paid, which must be within 72 hours after initial deposit is paid or prior to any cancellation penalties being chargeable to the Insured.

"Immediate Family" or "Family Member" means (whether by birth, adoption or marriage) the Insured's legal or common-law spouse/partner, parents, step-parents, brothers, sisters, in-laws of the foregoing, natural or adopted child, stepchildren, stepbrother or stepsister, grandparents, grandchildren, aunts, uncles, nieces, nephews, or any individual of whom the Insured is a legal guardian.

"Injury" means accidental bodily Injury.

"Insured Trip" means the prepaid travel arrangements contracted for by the Insured for which an Insurance premium under this Policy has been paid.

"Sickness" means an Acute illness requiring immediate Emergency treatment as a result of a sudden onset of symptoms, but does not include any illness or symptoms caused or contributed to by the consumption or abuse of any alcohol, drugs or medication by an Insured Person.

"Terrorist Activity" means 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 terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).

"Traveling Companion" means a person who has prepaid accommodation or transportation with the Insured for the same Insured Trip. (Maximum 4 persons including the Insured.)

Applicable to Rental Car Physical Damage Protection

"Automobile" means a vehicle of the private passenger or station wagon type but excluding: trucks (except pick-up trucks with no attachments); off-road vehicles; motorcycles, motorbikes or motor scooters; recreational vehicles; vans (except passenger vans); campers or trailers; antique cars which are cars over 20 years old or have not been manufactured for 10 years or more.

"Physical Damage" or "Loss" means loss or damage to the Automobile (excluding tires unless coincidental with other loss or damage covered herein) caused by fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot, civil commotion or collision with another object or by upset.

STATUTORY CONDITIONS

The contract

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

Waiver

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

Copy of application

The insurer must, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

Material facts

A statement made by the insured or person insured at the time of application for this contract must not be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Notice and proof of claim

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

Failure to give notice or proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Insurer to furnish forms for proof of claim

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

Rights of examination

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

- 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 under this contract is pending, and
- 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.