

**Issued to:** WESTJET or WESTJET VACATIONS INC. (as the case may be)

**Group Policy Number: WES100**

**Effective September 18, 2020**

## Certificate of Insurance COVID-19 Emergency Medical Insurance

### 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 11th Floor - 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 trip
- Know your policy
- Know your rights

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



### IMPORTANT NOTICE – READ CAREFULLY BEFORE YOU TRAVEL

You have a travel insurance policy – what's next? We want you to understand (and it is in your best interests to know) what your certificate includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your certificate before you travel. Italicized terms are defined in your certificate.

- To qualify for this insurance, *you* must meet all of the eligibility requirements.
- This insurance contains limitations and/or exclusions.
- In the event of a claim, *your* prior medical history may be reviewed.

IT IS *YOUR* RESPONSIBILITY TO UNDERSTAND *YOUR* COVERAGE. IF *YOU* HAVE QUESTIONS, CONTACT *US* or visit [tugo.com](http://tugo.com).

PLEASE READ *YOUR* CERTIFICATE CAREFULLY BEFORE *YOU* 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 on page 9 for details.**

## Contact Information

Contact *us* anytime by phone or online at [tugo.com/claims](http://tugo.com/claims)  
Keep these numbers handy when *you* travel.

### CLAIMS/HOSPITALIZATION

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In the event of hospitalization, call *us* immediately:

#### From Canada & USA

1-800-663-0399

#### From Mexico

001-800-514-9976 or 800-681-8070

#### Outside N. America & Mexico (global toll-free)

\*800-663-00399

#### Worldwide (collect)

\*\*604-278-4108

If *you* can't reach *us* using the numbers listed or by making a collect call, call *us* direct at **1-604-278-4108** and we will reimburse the charges incurred for making this call.

### NOTICE TO INSURED, PHYSICIANS & HOSPITALS

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In the event of a medical *emergency* due to a medical condition which may require or result in *hospitalization*, contact *us* as soon as possible.

### CUSTOMER SERVICE DURING BUSINESS HOURS

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

#### From Canada & USA

1-844-896-8846

#### From Mexico

001-800-514-9976 or 800-681-8070

#### Outside N. America & Mexico (global toll-free)

\*800-663-00399

#### Worldwide (collect)

\*\*604-276-9900

## WRITTEN CORRESPONDENCE

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For all correspondence other than claims:

### TuGo

11th Floor - 6081 No. 3 Road  
Richmond, BC  
V6Y 2B2  
Canada

## INTERNATIONAL ACCESS CODES

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This list of access codes is not comprehensive. Codes are subject to change without notice and may not be available from certain phone providers.

Argentina	00	Japan	010
Australia	0011	Korea (South)	001 or 002 or 008
Austria	00	Luxembourg	00
Belarus	810	Macau	00
Belgium	00	Malaysia	00
Bulgaria	00	Netherlands	00
Canada	011	New Zealand (Aotearoa)	00
China	00	Norway	00
Colombia	005 or 00	Philippines	00
Costa Rica	00	Poland	00
Cyprus	00	Portugal	00
Czech Republic	00	Singapore	001
Denmark	00	Slovenia	00
Estonia	00	South Africa	09 or 00
Finland	00 or 990	Spain	00
France	00	Sweden	00
Germany	00	Switzerland	00
Hong Kong	001	Taiwan	002 or 00 or 005 or 006 or 007 or 009
Hungary	00	Thailand	001
Iceland	00	United Kingdom	00
Ireland	00	Uruguay	00
Israel	00 or 014		
Italy	00		

\* To use the global toll-free service when *you* are travelling outside North America and Mexico, *you* must first dial the international access code shown above to reach Canada, then enter *our* 11-digit toll-free number. For example, if *you* are in Australia, dial 0011 + 800-663-00399.

\*\* If *you* are unable to use the global toll-free service and international access codes shown above, call *us* collect. To call *us* collect, contact the local operator and let them know that *you* wish to make a collect call to Canada at the following numbers:

- For customer service, call *us* at 604-276-9900
- For claims and *hospitalizations*, call 604-278-4108

## Insuring Agreement

*You* will be enrolled for coverage under the *group policy* issued to the *policyholder*.

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, *you* are eligible for coverage if:

1. *You* are 15 days of age or older; and,
2. *You* are a Canadian resident travelling outside of Canada on a WestJet flight (including codeshare flights booked and ticketed by WestJet, with an itinerary that includes at least one flight operated by WestJet (code 838)) or vacation package; or,
3. *You* are a visitor to Canada travelling on a WestJet Flight (including codeshare flights booked and ticketed by WestJet with an itinerary that includes at least one flight operated by WestJet (code 838)) or vacation package; and,
4. *You* purchased *your* WestJet trip on or after September 18, 2020 and are travelling between September 18, 2020 and October 31, 2021; and,
5. *You* are not travelling against a *physician* or other registered medical practitioner's advice; and,
6. *You* have not been diagnosed with a *terminal condition*; and,
7. *You* are not receiving palliative care or palliative care has not been recommended; and,
8. *You* have not been diagnosed with COVID-19 in the 30 days prior to departure; and,
9. *You* have not shown symptoms of COVID-19 in the 14 days prior to departure.

## Period of Coverage

Coverage commences on the later of:

1. The *departure date* as shown on your WestJet itinerary; or,
2. The date and time *you* depart from *your* province/territory of residence or country of permanent residence.

Coverage terminates on the earliest of the following:

1. The *return date* to *your* province/territory of residence or country of permanent residence; or,
2. The *return date* as shown on the travel itinerary; or,
3. 7 days from and including the day *you* left on *your* trip if *you* purchased a one-way ticket; or,
4. The 21<sup>st</sup> day of *your* trip; or,
5. 11:59 PM on October 31, 2021.

Coverage is only available for travel that starts and ends between September 18, 2020 and October 31, 2021.

## Benefits

### Maximum limit—\$200,000

If *you* test positive for and are diagnosed with COVID-19 while on *your* trip, *we* will pay *reasonable and customary charges* for medical and related expenses up to the coverage limits for *your acute*, sudden and unexpected COVID-19 *emergency* or as specified in the benefits. The charges must result from a positive COVID-19 test or a COVID-19 related *emergency* that first occurs after coverage commences and while *you* are travelling outside Canada or *your* country of permanent residence.

Eligible medical and related expenses are described below.

### Emergency Medical Treatment

- **Hospital Services**
  - *Hospitalization* services . Any coverage related to *hospitalization* terminates upon release from the *hospital*.
  - 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 *your* medical *emergency*. If an ambulance is medically required but is unavailable, *we* will reimburse *you* 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. While *you* are *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.

- **Private Duty Nursing**

Private duty nursing services, performed by a registered nurse (R.N.) other than a *family member*, when ordered in writing by the attending *physician*.

#### **Air Transportation**

##### **This benefit is payable only when pre-approved and arranged by us**

At the time of *hospitalization*, medical air evacuation for return to Canada (for visitors—country of permanent residence) or medical air evacuation between medical facilities when the first medical facility is not equipped to provide the required *treatment*.

This includes any transportation but is not limited to air ambulance, stretcher, one-way airfare and/or any required medical attendant.

#### **Return of Travelling Companion**

##### **This benefit is payable only when pre-approved by us**

If *you* are returned under the Air Transportation Benefit or the Repatriation Benefit, *we* will reimburse a one-way economy airfare for one *travelling companion* to return back to the original *departure point*.

#### **Return of Dependent Children**

##### **This benefit is payable only when pre-approved by us**

If *you* are returned to *your* province/territory of residence (for visitors—country of permanent residence) under the Air Transportation Benefit or the Repatriation Benefit, *we* will pay for:

- a) A one-way economy airfare for *dependent children* travelling with *you* to return back to the original *departure point*; and,
- b) The cost of a chaperone when necessary.

#### **Repatriation**

In the event of *your* death during a trip covered under the *certificate* benefits, *we* will pay up to \$5,000 for the preparation and return of *your* body, including the cost of a standard shipping container and one death *certificate* (excluding the cost of funeral and related expenses or a burial coffin), to *your* province/territory of residence (for visitors—country of permanent residence).

#### **Quarantine**

Up to \$150 per person per day or up to \$300 per *immediate family* per day to maximum of 14 days for meals and commercial accommodation expenses, if *you* are placed under quarantine during *your* trip as required or ordered by *your* attending *physician*, the local government or public authority when *you* have tested positive and are diagnosed with COVID-19; or when contact traced while at *your* destination.

This benefit is only applicable if *you* must self-isolate or self-quarantine in a different commercial accommodation of *your* choosing or when *you* must self-isolate or self-quarantine in a medical facility and no *treatment* for COVID-19 is received.

#### **Limitation**

The total *aggregate limit* is \$2,500,000 per flight for all losses under this *certificate* and all policies or *certificates* administered and issued by *us*. If the total sum of all claims resulting from the same WestJet flight exceeds the total *aggregate limit*, the \$2,500,000 will be shared proportionately among all *group persons insured*. The proportionate share for each *group person insured* will not exceed the maximum limits of their *certificate*. Payment will be processed after *we* have completed the review of all submitted claims related to the same flight.

## **Trip Interruption Insurance**

Trip interruption means a COVID-19 related event occurring on or after *your departure date* causing *you* to disrupt *your trip* as originally scheduled or interrupt *your trip* and return earlier or later than *your return date*.

There is no coverage for Trip Cancellation.

#### **Covered Risk**

An official travel advisory issued after *your* departure by the Canadian Government stating to “avoid all travel” for COVID-19 to any of your travel destinations (including any stopovers, layovers or any other destinations you are transiting through), when *you* are staying in that country, region or city.

#### **Benefit**

Up to a maximum combined amount of \$500 for:

- a. A one-way economy airfare via the most cost-effective route to return to *your departure point*; or,
- b. The changes fees; and
- c. Additional and unexpected commercial accommodation and meal expenses.

## Limitation

The total *aggregate limit* is \$3,000,000 per month for all Trip Interruption losses under this *certificate*. If the total sum of all claims exceeds the total *aggregate limit*, the \$3,000,000 will be shared proportionately among all *group persons insured*. The proportionate share for each *group person insured* will not exceed the maximum limits of their *certificate*. Payment will be processed after we have completed the review of all submitted claims for each calendar month.

## Exclusions

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 if *you* were diagnosed with COVID-19 on or within the 30 days before the date of departure.
2. Any claim incurred if *you* had any COVID-19 symptoms on or within the 14 days before the date of departure.
3. Any claim incurred for expenses not related to COVID-19.
4. Any claim incurred as a result of a COVID-19 test that is negative and any expenses incurred after a COVID-19 test that is negative. Any claim incurred for any general quarantine mandated by the local government or public authority when travelling to or through a country, region or city. This exclusion doesn't apply when *you* are under quarantine after a COVID-19 positive test.
5. Any claim incurred after a *physician* advised *you* not to travel.
6. Any claim incurred after any other registered medical practitioner advised *you* not to travel.
7. A trip that is undertaken after the diagnosis of a *terminal condition*.
8. A trip that is undertaken while *you* are receiving palliative care or after palliative care has been recommended.
9.
  - a) Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *your* trip.
  - b) Any *medical condition* arising during *your* 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 *you* have reached a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate *you* were intoxicated and no blood alcohol level is specified.
10. Expenses incurred once the *emergency* ends and in the opinion of the attending *physician* or other registered medical practitioner, *you* are able to travel to *your* province/territory of residence (for visitors to Canada—country of permanent residence) for any further *treatment* relating to the *medical condition* that led to the *emergency*, unless otherwise specified in a benefit.
11. The continued *treatment*, recurrence or complication of a *medical condition* or related condition, following *emergency treatment* during *your* trip, if we determine that *your emergency* has ended, unless otherwise specified in a benefit.
12. Expenses incurred for air transportation and any expenses incurred after air transportation, when the air transportation was not arranged by us.
13. Any *medical condition* or related expenses if we determine that *you* should transfer to another facility or could return to *your* province/territory of residence (for visitors—country of permanent residence) for *treatment*, and *you* choose not to, benefits will not be paid for further *treatment* related to the *medical condition*.
14. An official travel advisory issued by the Canadian government stating to "avoid all travel" regarding the country, region or city of *your* destination, before the date *you* travel to that destination (including any stopovers, layovers or any other destinations *you* are transiting through), unless as specified under Trip Interruption Insurance.  
To view the travel advisories, visit the Government of Canada Travel site.
15. Any medical and related expenses if *you* are not covered by a provincial or territorial government health insurance plan. This exclusion doesn't apply to visitors to Canada.
16. Any claim incurred for travel within Canada. This exclusion doesn't apply to visitors to Canada.
17. *Your* participation in and/or voluntary exposure to *acts of war* or *acts of terrorism*.
18. 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*).
19. Any *medical condition* that is the result of *you* not following *treatment* as *prescribed* to *you*, including *prescribed* or over the counter medication.
20. Consumption or use of illegal or controlled drugs (based on the law where the cause of the claim occurred).
21. A trip made for the purpose of obtaining a diagnosis, *treatment*, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly-related complication.
22. *Your* suicide or attempt thereat or self-inflicted injury.
23. *Your* commission or attempted commission of a criminal offence or illegal act based on the law where the cause of the claim occurred.
24. *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.
25. Any *medical condition* or symptoms for which it is reasonable to believe or expect that *treatments* will be required during *your* trip.
26. 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.

27. Any claims incurred when *you* are denied entry into a country, region or city included in *your* trip when that country, region or city has restrictions or guidelines to travel to that destination and those restrictions or guidelines were in place before *your* departure.
28. Any claims incurred for *your* unused prepaid travel arrangements.
29. Any claims incurred for cruise travel.

## Automatic Extensions to Coverage

At the time the period of coverage ends, *your* coverage will be automatically extended:

### Hospitalization

If *you*, *your* family travelling with *you* or *your travelling companion* are *hospitalized* as a result of testing positive for and being diagnosed with COVID-19. The automatic extension will be provided to *you* for the remaining period of the *hospitalization*, plus up to seven days after *hospital* release to recover and/or travel home.

### Medically Unfit to Travel

If *you*, *your* family travelling with *you* or *your travelling companion* are unable to travel on the scheduled *return date* as a result of testing positive for and being diagnosed with COVID-19 that does not require *hospitalization*. The automatic extension will be provided to *you* for up to seven days to recover and/or travel home. In the event of a claim, written documentation must be provided to *us* by the attending *physician* to substantiate the inability to travel home as originally scheduled.

### Quarantine

If *you*, *your* family travelling with *you* or *your travelling companion* are unable to travel on the scheduled *return date* due to being placed under quarantine as a result of testing positive for and being diagnosed with COVID-19, the automatic extension will be provided to *you* but shall not exceed the number of days as indicated under the Quarantine benefit.

## General Conditions

### PROVISIONS & CONDITIONS

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1. Coverage under this *certificate* will be void if *you* do not meet the eligibility requirements as set out in this *certificate*.
2. We will not pay a claim if *you*, any *group person insured* named on *your* travel itinerary under this *certificate* or anyone acting on *your* 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 *your* 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 *your* name for that purpose and *you* 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 *you* make any claim against a third party related to payments that we made under this *certificate*, *you* will include the amount of those payments in *your* claim against the third party. If *you* obtain compensation for a portion or all of the included payments we made, *you* must immediately remit that compensation to *us*. *You* understand that *you* 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. *You* may not claim or receive more than 100% of *your* total covered expenses.
6. *You* must be accurate and complete in *your* dealings with *us* at all times.
7. **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.
8. In the case of duplicate benefits in this *certificate*, claims are payable under the one benefit with the greatest benefit limit.
9. 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.
10. The availability, quality, results or effects of any *treatment*, assistance, *hospitalization*, transportation or *your* failure to obtain any of the above, is not *our* responsibility or the responsibility of any company or agency providing services on *our* behalf.
11. We reserve the right to accept or to decline any person as an *insured*.

12. In the event of *your treatment* by a *physician* or other registered medical practitioner or other circumstances that have led or may lead to a claim under this *certificate*, *you* authorize any *hospital, physician* or other person or organization that has records or knowledge of *you* or *your* 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 *certificate* or by another plan or *certificate*.
13. If requested by *us*, *you* must furnish or consent to the release of *your* 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 *your* claim.
14. In the event of a claim, upon request, *you* will establish the date and time of departure and initially planned date of return of the trip.
15. *You* 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.
16. *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.
17. *We* shall comply with all applicable privacy legislation and regulations. *You* can learn about *our* privacy policy at [tugo.com/en/privacy](http://tugo.com/en/privacy).
18. 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.
19. In the event of complaints or unresolved disputes respecting any claim or portion thereof, the following should be contacted: TuGo, 11th Floor, 6081 No. 3 Road, Richmond, BC, V6Y 2B2, Canada.
20. The law of the province or territory of Canada in which *you* ordinarily reside, for visitors to Canada the province or territory *you* are staying in while in Canada, 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 *you* or anyone claiming on *your* 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 *you* ordinarily resided or in which *you* purchased this *certificate*, and no other court has jurisdiction to hear or determine any such action or proceeding.
21. 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.
22. *We* shall not reimburse any interest charges accrued by *you*.
23. If *you* are a US citizen, *you* may have an obligation to purchase insurance under the Affordable Care Act ("ACA"). This *certificate* is not subject to the ACA and is not intended to fulfill individual obligations to purchase health insurance coverage under the ACA. Please contact *your* tax adviser or lawyer if *you* think the ACA obligations may apply to *you*.  
If *you* are a US citizen or US resident, *you* may have an obligation to purchase insurance under the Affordable Care Act ("ACA"). This *certificate* is not subject to the ACA and is not intended to fulfill individual obligations to purchase health insurance coverage under the ACA. Please contact *your* tax adviser or lawyer if *you* think the ACA obligations may apply to *you*.
24. 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.
25. Extensions to period of coverage are not available.

## Definitions

### 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.



**Canadian resident**

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

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

**Certificate**

This certificate of Insurance.

**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.

**Departure date**

The date *you* leave your *departure point* to begin *your trip*.

**Departure point**

The place *you* depart from on the first day of *your trip*.

**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 *you* are able to continue the trip or return to *your* province/territory of residence (for visitors—country of permanent 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.

**Family member**

(Whether by birth, adoption or marriage) *your* 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 *you* are a legal guardian.

**Group person insured or insured**

An individual who has purchased travel arrangements with WestJet or WestJet Vacations Inc.

**Group policy**

The group insurance policy issued by *us* to WestJet or WestJet Vacations Inc., as the case may be.

**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*.

**Immediate family**

*You, your spouse* and *your dependent children* (whether by birth, adoption or marriage).

**Insurer**

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

**Medical condition**

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

**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 *you* return to Canada (for visitors to Canada—country of permanent residence); or,
- c) which *you* elect 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 *you* from returning to Canada (for visitors to Canada—country of permanent residence) 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 *you* or a *family member*.

**Policyholder**

WestJet or WestJet Vacations Inc., as the case may be, being the entity that sells a travel arrangement to a *group person insured* or *insured*.

**Prescribed**

*Treatment* ordered or recommended by a *physician* and/or any other registered medical practitioner, as documented in *your* 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.

**Return date**

The date on which *you* are scheduled to return from *your trip* or the date of your actual return to *your departure point*.

**Spouse**

The person *you* are legally married to, or a person *you* have been living with for a minimum period of one year and who is publicly presented as *your* spouse.

**Terminal condition**

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

**Travelling companion**

A person who has prepaid shared commercial accommodation or transportation with *you* 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 Interruption Insurance

The period of time *you* are travelling and for which coverage under this *certificate* applies.

**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 insurer: Industrial Alliance Insurance and Financial Services Inc.

**You or your**

The same as *group person insured* or *insured*.

## 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* is 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.

#### **ACTION AGAINST COMPANY**

Service of legal proceedings to enforce the obligations under this *certificate* of the insurer listed in the definition of company may be validly made by serving the offices of North American Air Travel Insurance Agents Ltd. d.b.a. TuGo, 11<sup>th</sup> Floor, 6081 No. 3 Road, Richmond, British Columbia Canada V6Y 2B2.

#### **NOTICE TO COMPANY**

Notice under this *certificate* to the insurer listed in the definition of company may be validly given to North American Air Travel Insurance Agents Ltd. d.b.a. TuGo, 11<sup>th</sup> Floor, 6081 No. 3 Road, Richmond, British Columbia Canada V6Y 2B2. Complaints or unresolved disputes should be referred to Industrial Alliance at 2165 West Broadway, P.O. Box 5900, Vancouver B.C. V6B 5H6.

## **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.giocanada.org](http://www.giocanada.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, 11th Floor, 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

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For information on how to contact us, please refer to Contact Information at the beginning of this *certificate*.

#### Applicable to All Claims

1. Any notices of claim or correspondence concerning a claim should be promptly sent to:  
**Claims at TuGo**  
10th Floor, 6081 No. 3 Road  
Richmond, BC V6Y 2B2 Canada
2. Any cost incurred to obtain documentation required to confirm eligibility of *your* 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 bills and 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.

7. We will submit a claim for medical expenses to *your* provincial or territorial government health care plan offices PROVIDED THAT the Claim Forms, including the appropriate Provincial Assignment Form are completed in full and forwarded together with original, itemized bills and receipts from *your* medical providers within the deadline that is established by *your* provincial or territorial government health care plan. If *you* fail to meet their deadline, *you* will be responsible for the provincial or territorial government health care plan portion. While these deadlines vary across Canada, some deadlines are as short as 90 days. For the deadline that applies to *you*, please check with *your* provincial or territorial government health care plan office.
8. Claims will not be considered unless the Claim Form is completed in full and signed by the claimant (or legally authorized representative). Failure to provide fully completed, original forms will invalidate *your* claim.
9. Only bills from *physicians, hospitals* and other medical care provider(s) that are original itemized and which state *insured's* name, diagnosis, date(s) of service and type of *treatment* or service will be considered. Only original official pharmacy prescription receipts will be considered. For all other benefits, original itemized receipts are required.
10. To receive Trip Interruption benefits, the following documents must be provided original itemized, dated invoices and receipts from all travel suppliers showing full payment, taxes and fees paid.

## International Assistance Services

The following services will be provided to all insureds:

1. Toll-free help line 24 hours a day, every day (for medical and trip interruption emergencies only).
2. Vital communications link between claimant/hospital regarding insurance coverage and procedures.
3. Medical (physician and surgeon) consultative and advisory services including review of appropriateness and analysis of medical care.
4. Monitoring of progress during treatment and recovery.
5. Establishing contact with family, personal physician and/or employer as appropriate.
6. Multilingual capabilities.
7. Coordination of payments.
8. Special assistance respecting claims.
9. Management, arrangement and authorization of emergency medical evacuation.
10. Arrangement and coordination of repatriation of remains.
11. Interpretation of policy wordings.
12. Assistance in locating the nearest and most appropriate medical care.
13. Payment to hospitals and other medical providers for emergency medical expenses will be guaranteed where possible relieving claimant of credit responsibilities.
14. Travel arrangements assistance for family members.
15. Provision of medical assistant to travel with claimant when necessary.
16. In addition to physicians, hospitals/administrators and ambulance, arrangements and communications are concluded on *your* behalf with:
  - Consulates
  - Travel Agents
  - Embassies
  - Tour Guides
  - Airlines
  - Police
  - Foreign Affairs Department
17. Legal referral services in order to meet the legal needs of travellers.

**To access this service, please refer to the Contact Information section at the beginning of this certificate.**

Insurance is administered by North American Air Travel Insurance Agents Ltd. doing business as TuGo<sup>®</sup>, a licensed insurance broker in all provinces and territories. The issuer of the contract is Industrial Alliance Insurance and Financial Services Inc. TuGo<sup>®</sup> is a registered trademark owned by North American Air Travel Insurance Agents Ltd. doing business as TuGo<sup>®</sup>.