



ROCKY MOUNTAINEER®

Global Assistance



ROCKY MOUNTAINEER RAIL TOURS ALL-INCLUSIVE PLAN

Effective March 2018

This *certificate* is underwritten by CUMIS General Insurance Company and provided under Group Policy H007026 issued to Great Canadian Railtour Company Ltd. o/a Rocky Mountaineer.

This *certificate* is administered by Allianz Global Assistance, which is a registered business name of AZGA Service Canada Inc. and distributed by Rocky Mountaineer Vacations Ltd. (“Rocky Mountaineer”)

In accordance with applicable legislation, upon *your* request, Allianz Global Assistance, on behalf of the *insurer*, will provide directly to *you* a copy of *your* application form (or other information that was required to apply) and the Group Policy issued by the *insurer*.

This *certificate* must be accompanied by a confirmation of coverage which was issued to *you* as part of *your* Rocky Mountaineer itinerary. *Your* confirmation of coverage will tell *you* the plan *you* have purchased and the benefits that apply to *you*. *You* must read *your* confirmation of coverage with this *certificate* to determine the details of *your* coverage and the options *you* have selected.

THIS CERTIFICATE COVERS ONLY SPECIFIC SITUATIONS, EVENTS AND LOSSES ARISING FROM YOUR TRIP AS DEFINED BY YOUR ROCKY MOUNTAINEER ITINERARY, SUBJECT TO THE TERMS AND CONDITIONS OF COVERAGE. ANY ADDITIONAL TRAVEL ARRANGEMENTS THAT YOU MAKE IN CONJUNCTION WITH YOUR TRIP NOT REFLECTED ON YOUR ROCKY MOUNTAINEER ITINERARY ARE NOT COVERED UNDER THIS CERTIFICATE.

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

Right to Examine

Please review this *certificate* when *you* receive it to ensure it meets *your* needs.

You have 10 days after purchase to return this *certificate* for a full refund, provided *you* have not departed on *your trip* and a claim has not been incurred.

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To help you better understand your certificate

Key terms in this *certificate* are printed in *bold italics* and are defined in the Definitions section on page 10.

Important Notice

Please read *your certificate* carefully when you receive it.

- Travel insurance doesn't cover everything; it is designed to cover losses arising from sudden and unforeseeable circumstances due to an *emergency*.
- It is important that you read and understand *your certificate* before you travel as *your coverage* may be subject to certain limitations or exclusions.
- **Important note about changes in your health**
If you experience a change in *your* health before the *effective date* stated on *your* confirmation of coverage, contact Rocky Mountaineer to see how this may affect *your* coverage.
- If you are ineligible for coverage, the *insurer's* only liability will be to refund any premium paid. Please check *your* confirmation of coverage to ensure you have the coverage options you require. Payment will be limited to the coverage options you selected and paid for at the time of application. You will be responsible for any expenses that are not payable by the *insurer*.
- In the event of a medical *emergency*, you or someone on *your* behalf must notify the administrator, Allianz Global Assistance (toll free 1-800-995-1662 or worldwide collect 416-340-0049) within 24 hours of admission to a *hospital* and before any surgery is performed.
Also notify Allianz Global Assistance if you must cancel, interrupt or delay *your trip*, or you experience any *emergency*.
- Failure to notify Allianz Global Assistance as required will delay the processing and payment of *your* claim and may limit the amount of *your* claim payment.
In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.

Important Notice

- Your insurance contains pre-existing condition exclusions for travellers of any age, except as specified in the **Pre-Existing Condition Exclusion Waiver** section. These exclusions apply to medical conditions and/or *signs or symptoms* that existed 90 days immediately before *your effective date*. Check to see how this applies to *your* coverage and how it relates to *your* departure date, purchase date and *effective date*.

Pre-Existing Condition Exclusion Waiver

The *insurer* will waive the pre-existing condition exclusion up to a maximum of the trip cost, not to exceed \$25,000 per person or \$50,000 per booking, if the following conditions are met:

- a) this *certificate* is purchased within 14 days of making the initial *trip* payment;
- b) the amount of coverage purchased equals all prepaid non-refundable payments or deposits applicable to the *trip* at the time of purchase, and the cost of any subsequent arrangement(s) added to *your* Rocky Mountaineer itinerary for the same *trip* are insured within 14 days of the date of payment or deposit for any subsequent travel arrangement(s);
- c) all insured persons are medically able to travel when plan cost is paid.

What am I covered for?

To find out what *your* coverage is, please refer to *your* Rocky Mountaineer confirmation of coverage.

What is not covered?

Travel insurance does not cover everything. *Your certificate* has exclusions, conditions and limitations. *You* should read *your certificate* carefully when *you* receive it, so that *you* are aware of, and understand, the limits of *your* coverage.

Are the costs of my trip arrangements covered?

The benefits payable under this *certificate* are limited to pre-paid travel costs that are non-refundable and/or non-transferable, to a maximum of the sum insured as indicated on *your* Rocky Mountaineer confirmation of coverage. *You* may ask *your* Rocky Mountaineer agent for details about *your* non-refundable travel costs.

The non-refundable amount will be assessed on the date the Covered Reason (reason for cancellation) occurred, regardless of the date *you* actually cancelled *your trip* with Rocky Mountaineer.

How do I make a claim?

Notify Allianz Global Assistance as soon as possible in the event of an *emergency*.

Where possible, Allianz Global Assistance will arrange to pay the provider directly for approved eligible Emergency Hospital & Medical expenses.

To submit a claim under this *certificate*, *you* will need to send a completed claim form (with all original bills and receipts from commercial organizations attached) to Allianz Global Assistance. Please take care in filling out the form, as any missing information may cause delay. See Claims Procedures on page 14 for details.

What if my travel plans change?

If *your* travel plans change, this may affect *your* coverage. Please call Rocky Mountaineer to make any changes to *your* coverage.

Travel Assistance

Allianz Global Assistance will use its best efforts to provide assistance for a medical *emergency* arising anywhere in the world. However, Allianz Global Assistance, the *insurer*, Rocky Mountaineer and their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for the failure of any person to provide or obtain medical services.

Eligibility

To be eligible *you* must:

- a) be travelling on a *trip* arranged and booked with Rocky Mountaineer; and
- b) have paid the required premium; and
- c) be at least 15 days old.

Term of Coverage

Start of Coverage

Coverage starts on the *effective date* as indicated on *your* Rocky Mountaineer confirmation of coverage.

End of Coverage

Coverage ends on the *expiry date* as indicated on *your* Rocky Mountaineer confirmation of coverage.

Automatic Extension of Coverage

- a) **Delay of Conveyance.** Coverage will be automatically extended for up to 72 hours in the event of a delay, due to circumstances beyond *your* control, of the conveyance in which *you* are riding or are scheduled to ride as a passenger as part of *your* Rocky Mountaineer itinerary. The delay must occur prior to the coverage *expiry date* and the conveyance must be due to arrive prior to the coverage *expiry date*.

Conveyance means a vehicle, airline, bus, train, or government-operated ferry system.

- b) **Medically unfit to travel.** Coverage will be automatically extended for up to 5 days if medical evidence supports that *you* or *your travelling companion* are medically unfit to travel due to a covered *sickness* or *injury* on or before the coverage *expiry date*.
- c) **Hospitalization.** Coverage will be automatically extended during the period of *hospital* confinement, plus 5 days after release to travel home, if *you* or *your travelling companion* are hospitalized at the end of *your trip* as a result of a covered *injury* or *sickness*. This coverage will be extended to *your travelling companion(s)* remaining with *you* when reasonable and necessary, under their respective *Certificate*.

Additional premium will not be required for any automatic extension of coverage.

Insuring Agreement

In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations, exclusions and other provisions of this *certificate*, the *insurer* will pay the *reasonable and customary* costs for eligible expenses incurred during the *trip*, up to the amounts specified in this *certificate*, in excess of any amount allowed and/or paid for by any other insurance plan(s).

Payment is limited to the amounts specified under each benefit. Some benefits are subject to advance approval by Allianz Global Assistance.

You will be responsible for any expenses that are not payable by the *insurer*.

Summary of Benefits

	Limits
Rocky Mountaineer Rail Tours All-Inclusive Plan	
Includes:	
Emergency Hospital & Medical Coverage	
For <i>insureds</i> covered under a Canadian government health plan	\$2 million
For <i>insureds</i> not covered under a Canadian government health plan	\$500,000
Refer to page 4 for details of coverage.	
Trip Cancellation & Interruption Coverage	
Prior to Departure.....	sum insured, to a maximum of \$100,000
After Departure - Transportation	unlimited
After Departure - Other expenses	
.....	sum insured, to a maximum of \$100,000
Refer to page 6 for details of coverage.	
Baggage Coverage.....	\$1,000
Refer to page 9 for details of coverage.	
Accidental Death & Dismemberment Coverage.....	\$10,000
Refer to page 10 for details of coverage.	

Emergency Hospital & Medical Coverage

DESCRIPTION OF COVERAGE

1. Subject to the *certificate* terms and conditions, the *insurer* agrees to pay up to \$2 million if *you* are a *Canadian resident* covered under a Canadian government health insurance plan for the duration of *your trip* or up to \$500,000 if *you* are not covered under a Canadian government health insurance plan, for *reasonable and customary* costs *you* incur unexpectedly during *your trip*. Costs are paid for acute *emergency hospital, emergency medical, or other covered costs* incurred during *your trip* up to the maximum amounts provided in the Covered Benefits section, due to *sickness or injury* occurring during the period of coverage.
2. Coverage is restricted to Canada and the United States.
3. **Limits on Coverage**
For *Canadian residents*, amounts payable under this plan are in excess of any amounts available or collectible under the government health insurance plan of the province or territory in which *you* are covered, or would be covered, or those amounts payable or collectible under any other policy or plan. Medical expenses will be limited to a maximum of \$500,000 if *you* are not covered under a Canadian Provincial/Territorial Government Health Insurance Plan (GHIP).
Refer to General Provisions on page 13.

COVERED BENEFITS

1. Emergency Hospital

If confined as a resident in-patient, the *insurer* agrees to pay for *hospital* accommodation, including private or semi-private room, and for *reasonable and customary* services and supplies necessary for *your emergency* care.

2. Emergency Medical

If, during *your trip, you* require the following services, supplies or *treatment* by a health practitioner who is not related to *you* by blood or marriage, the *insurer* agrees to pay for:

- a) the services of a legally licensed *physician*, surgeon, anaesthetist or registered graduate nurse.
- b) lab tests and/or X-ray examinations, when performed at the time of the initial *emergency*, as ordered by a *physician* for the purpose of diagnosis.
- c) the use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation), or taxi to the nearest *hospital* when reasonable and necessary.
- d) cost of *emergency treatment* due to a dental *accident* or for relief of acute pain up to a maximum of \$1,000, for services performed by a legally qualified dentist or oral surgeon. Reimbursement will not exceed the minimum fee specified in the Canadian Dental Association schedule of fees.
- e) *emergency* out-patient services provided by a *hospital*.
- f) drugs or medications that require a *physician's* written prescription, other than those required to continue to stabilize a medical condition or related condition which *you* had before *your trip*.

3. Return of Deceased (Repatriation)

If, during *your trip*, a covered *sickness or injury* results in *your* death, the *insurer* agrees to reimburse:

- a) up to \$10,000 for costs incurred to prepare and return *your* remains in a standard transportation container to *your permanent residence*; or
- b) up to \$5,000 for cremation or burial of *your* remains at the place of death.

The cost of a coffin, urn or funeral service is not covered.

4. Emergency Transportation

If required due to a covered *emergency sickness or injury*, the *insurer* agrees to pay up to \$200,000 to transport *you* to the nearest appropriate medical facility or *hospital*. Any *emergency* transportation such as air ambulance, one-way airfare, stretcher, and/or a medical attendant, must be pre-approved and arranged by Allianz Global Assistance.

5. Attendant / Return of Travelling Companion

If *you* are returned to *your permanent residence* under the Emergency Transportation benefit, the *insurer* agrees to reimburse:

- a) the extra cost of a one-way economy class airfare to return *your dependent children or your travelling companions* to their *permanent residence*; and
- b) the cost of an attendant (not related to *you* by blood or marriage) plus the attendant's return economy class airfare, to travel with *your dependent children or your travelling companions* who are physically or mentally handicapped and reliant on *you* for assistance to their *permanent residence*; and

- c) the extra cost of a one-way economy class airfare to return one of *your* accompanying *family members* to their *permanent residence*.

Benefits are payable only when approved in advance and arranged by Allianz Global Assistance.

SPECIFIC CONDITIONS

1. In the event of a medical *emergency*, *you* or someone acting on *your* behalf must notify Allianz Global Assistance within 24 hours of admission to a *hospital* and before any surgery is performed.

Limits on Coverage

If *you* fail to do so without reasonable cause, then the *insurer* will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

You will be responsible for any expenses that are not payable by the *insurer*.

2. The *insurer* reserves the right, as reasonably required and at its expense, to transfer *you* to any *hospital* or to transport *you* to *your permanent residence* following an *emergency*.

If *you* refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility.

Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the *trip*.

3. General Provisions of this *certificate* apply. Refer to page 13.

EXCLUSIONS

Important Notice

EHM1 Pre-existing Condition Exclusion

Benefits are not payable for costs incurred due to, contributed to by, or resulting from:

- a) *your* medical condition or related condition, other than a *minor ailment*, that was not *stable* at any time during the 90 days immediately before the *effective date*; or
- b) any *heart condition* if *you* have used nitroglycerine in any form for a *heart condition* during the 90 days immediately before the *effective date*; or
- c) any *lung/respiratory condition* if *you* have an active prescription for or used home oxygen or prednisone for a *lung/respiratory condition* during the 90 days immediately before the *effective date*; or
- d) an unrepaired aneurysm 4 cm or greater, measured in either length or diameter, which was diagnosed before the *effective date*; or
- e) any cancer (other than basal or squamous cell skin cancer or breast cancer treated only with hormone therapy) for which *you* received *treatment* in the 90 days before the *effective date*.

Pre-Existing Condition Exclusion Waiver

The *insurer* will waive the pre-existing condition exclusion (EHM1) up to a maximum of the *trip cost*, not to exceed \$25,000 per person or \$50,000 per booking if the following conditions are met:

- a) this *certificate* is purchased within 14 days of making the initial *trip* payment;

- b) the amount of coverage purchased equals all prepaid non-refundable payments or deposits applicable to the *trip* at the time of purchase, and the cost of any subsequent arrangement(s) added to *your* Rocky Mountaineer itinerary for the same *trip* are insured within 14 days of the date of payment or deposit for any subsequent travel arrangement(s);

- c) *you* are medically able to travel when plan cost is paid.

EHM2 Benefits are not payable for any costs incurred due to any *sickness* for which *signs or symptoms* occurred within 48 hours after the *effective date*, except when applying for coverage prior to the date you leave *your permanent residence*.

EHM3 Benefits are not payable for costs incurred due to, contributed to by, or resulting from continued *treatment* or a recurrence or complication of the *sickness, injury* or medical condition for which *you* refused to be transferred or transported when declared medically fit to travel.

EHM4 Benefits are not payable for costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this *certificate*.

EHM5 Benefits are not payable for costs or losses incurred due to, contributed to by, or resulting from:

- a) *your* mental or emotional disorders resulting from any cause, including but not limited to anxiety or depression; or
- b) *your* suicide or attempted suicide; or
- c) *your* intentional self-inflicted *injury*.

EHM6 Benefits are not payable for costs incurred due to loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by:

- a) *your* intoxication from alcohol consumption (alcohol intoxication is determined either when records indicate that *you* have reached or exceeded a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate that *you* were intoxicated and no blood alcohol level is specified); or
- b) *your* abuse or chronic use alcohol; or
- c) *your* use of prohibited drugs or any other intoxicant; or
- d) *your* non-compliance with prescribed *treatment* or medical therapy before or after the *effective date*; or
- e) *your* misuse of medication before or after the *effective date*.

EHM7 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any *medical consultation* that is non-*emergency* or elective.

EHM8 Benefits are not payable for any costs incurred due to, contributed to by, or resulting from any *sickness, injury* or medical condition if *you* undertake *your trip* with the prior knowledge that *you* will require or seek *treatment*, palliative care or alternative therapy of any kind.

EHM9 Benefits are not payable for any costs incurred due to, contributed to by, or resulting from any *sickness, injury* or medical condition for which future investigation or *treatment* (other than routine monitoring) is planned prior to *your effective date*.

EHM10 Benefits are not payable for costs incurred due to, contributed to by, or resulting from:

- a) routine pre-natal or post-natal care; or
- b) elective *treatment*; or
- c) pregnancy, childbirth or complications thereof after the 31st week of pregnancy; or
- d) *high-risk pregnancy*; or
- e) a child born during a *trip*.

EHM11 Benefits are not payable for costs incurred due to, contributed to by, or resulting from a recurrence or complication of the *sickness, injury* or medical condition that resulted in *you* being returned home if *you* elect to resume *your trip* after being returned to *your permanent residence*.

EHM12 Benefits are not payable for costs incurred if Allianz Global Assistance recommended that *you* return to *your permanent residence* following *your emergency treatment* and *you* chose not to return.

EHM13 Benefits are not payable for costs incurred due to, contributed to by, or resulting from *injury* as a result of training for, competing or participating in:

- a) motorized speed contests; or
- b) *high-risk activities*; or
- c) *stunt* activities; or
- d) *professional* sport activities; or
- e) *mountain climbing*; or
- f) *rock climbing* with or without the use of equipment.

EHM14 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any *sickness* or *injury* when such *sickness* or *injury* occurs in a city, region, or country for which *your* country's government has issued a written warning prior to the *effective date* to avoid all travel, or to avoid non-essential travel, to that city, region, or country, and such *sickness* or *injury* is due to, contributed to by, or resulting from the reason for the warning.

EHM15 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any:

- a) *act of war*; or
- b) kidnapping; or
- c) nuclear occurrence, however caused; or
- d) *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means; or
- e) unlawful visit in any country.

EHM16 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any illegal act by *you*, or any person acting with *you*, whether acting alone or in collusion with others.

EHM17 Benefits are not payable for costs incurred due to *sickness* or *injury* resulting from a motor vehicle *accident* where *you* are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance, except when such benefits are exhausted.

Trip Cancellation & Interruption Coverage

DESCRIPTION OF COVERAGE

Trip Cancellation

Trip Cancellation coverage reimburses up to the sum insured indicated on *your* Rocky Mountaineer confirmation of coverage for covered losses incurred if *your trip* is cancelled before the *effective date* due to a Covered Reason.

Trip Interruption

Trip Interruption coverage reimburses up to the sum insured indicated on *your* Rocky Mountaineer confirmation of coverage if *your trip* is interrupted or delayed after the *effective date* due to a Covered Reason.

COVERED BENEFITS

A. Covered Benefits (Before Departure)

1. Trip Cancellation

If *your trip* is cancelled prior to *your effective date* as a result of a Covered Reason, benefits are payable for:

- a) the non-refundable, non-recoverable portion of *your* pre-paid *trip* arrangements; or
- b) the applicable change-fee when such an option is available if *you* choose to reschedule rather than cancel *your trip*; or
- c) the single supplement charged as the result of a *travelling companion* or accompanying *family member* being unable to travel due to a Covered Reason.

2. Cancel For Any Reason

Provided *you* purchased Cancel For Any Reason coverage at the time of booking *your trip* or before any cancellation penalties apply, if *you* cancel *your trip* for any reason other than a Covered Reason, the *insurer* will reimburse *you*:

- a) 75% of the non-refundable pre-paid insured travel arrangements if *you* cancel 7 days or more prior to the *effective date*; or
- b) 75% of the non-refundable pre-paid insured travel arrangements to a maximum of \$1,500 if *you* cancel 6 days to 48 hours prior to the *effective date*.

Benefits are not payable if *you* cancel *your trip* less than 48 hours prior to the *effective date* for any reason other than a Covered Reason.

Cancel for Any Reason coverage will be reflected on *your* Rocky Mountaineer confirmation of coverage if elected at the time of purchase.

B. Covered Benefits (After Departure)

1. Trip Interruption - Transportation

If *your trip* is interrupted after departure as a result of a Covered Reason, benefits are payable for:

- a) the extra cost of same-class transportation by the most cost-effective route to:
 - continue with the insured *trip*, or
 - return to *your permanent residence*; or
- b) the applicable change-fee when such an option is available; and

- c) out-of-pocket expenses of up to \$400 per day to a maximum of \$1,200 for *commercial accommodation* and meals, telephone calls, internet usage fees, and taxi fares.

Reimbursement of any eligible additional costs is limited to the lesser of:

- a) the change-fee; or
 - b) a one-way same-class airfare; or
 - c) a return same-class airfare;
- all by the most effective route.

2. Trip Interruption – Other Expenses

If, as a result of a Covered Reason, your *trip* is interrupted after *your effective date*, benefits are payable for the non-refundable portion of unused, pre-paid, insured travel arrangements for the *trip* purchased prior to the *effective date*.

3. Delayed Baggage

If *your* luggage or personal possessions are delayed or lost for 12 hours or more, while en route and before returning to the original point of *your trip*, the *insurer* will reimburse up to a maximum of \$200 for reasonable and necessary toiletries and clothing. Purchases must be made within 36 hours of arrival at *your* destination and prior to the receipt of *your* baggage.

4. Meals and Accommodation

If, as a result of a Covered Reason, *your trip* is delayed beyond the *expiry date* shown in *your* Rocky Mountaineer confirmation of coverage, the *insurer* will reimburse up to \$400 per day to a maximum of \$1,200 for additional *commercial accommodation* and meals, essential telephone calls, internet usage fees, and taxi fares.

COVERED REASONS

The Benefits listed above are payable if *your trip* is cancelled, interrupted or delayed due to one of the following Covered Reasons:

Covered Reasons 1 through 2 are applicable to you, your spouse, your travelling companion or your travelling companion's spouse:

Work

1. A job transfer within 30 days of *your effective date*, by *your* employer, that requires relocation of *your* principal residence (not applicable to self-employed persons).
2. Unforeseeable, involuntary termination without just cause of *your* or *your travelling companion's* permanent employment, provided *you* or *your travelling companion* were actively employed by the same employer for at least one year; excluding self-employment or contract work.

Covered Reasons 3 through 16 are applicable to you and your travelling companion:

Health

3. *Your sickness, injury* or death or that of a *travelling companion*.
4. *Sickness, injury* or death of *your* or *your travelling companion's*:
 - a) *family member*; or
 - b) *key employee*.

Adoption

5. The legal adoption of a child by *you* or *your travelling companion*, when the actual date the child is to be placed in *your* or *your travelling companion's* care is scheduled to take place during the *trip* and this date was not known until after the *trip* was booked.

Travel Documents

6. Failure to obtain a valid passport or travel visa (excluding an immigration, student or employment visa) necessary to enter the country of destination of your *trip*, for reasons beyond *your* or *your travelling companion's* control.
7. Loss or theft of *your* or *your travelling companion's* passport or other necessary travel documents while on *your trip*.

Legal

8. Being called to jury duty, subpoenaed as a witness, or required to appear as a party in a judicial proceeding, and the court proceeding is scheduled to be heard during the period of the *trip* (excluding law enforcement officers).
9. Burglary or vandalism of *your* principal residence or place of business within the 7 days before *your trip*, as a result of which *you* must remain behind to make the location secure or meet with the insurance company or police authorities.

Transportation

10. A covered situation* causing the delay of a *common carrier* or automobile that in turn causes *you* to miss a departure, provided *your* travel plans included sufficient time to meet Rocky Mountaineer's check-in procedure.

***Covered situation** means weather conditions, volcanic eruption, natural disaster, mechanical failure, strike or lockout lasting more than 24 hours, traffic accident, or emergency road closure (police report required).

11. The schedule change or cancellation of the *common carrier* that is providing transportation for a portion of the *trip*, causing a missed connection or resulting in the cancellation or interruption of the insured travel arrangements.

Environmental

12. A disaster which:
 - a) renders *your* principal residence uninhabitable; or
 - b) if *you* are self-employed, does not permit the operation of *your* primary business; or
 - c) renders *your* pre-booked destination accommodation uninhabitable after *you* book *your trip*.
13. Adverse weather, volcanic eruption, or a natural disaster which will cause *you* to miss 25% or more of *your trip*.

Other

14. Being quarantined.
15. Being called to service in the case of reservists, active military, police, essential medical and fire personnel.
16. An event, including an *act of terrorism*, which results in *your* country's government issuing a written warning to avoid all travel, or to avoid non-essential travel, to *your* destination city, region, or country, provided the warning is issued after the later of the date *you* booked *your trip* or the date *you* purchased this insurance.

SPECIFIC CONDITIONS

1. Upon the occurrence of a Covered Reason that results in cancellation, interruption or delay of *your trip*, Rocky Mountaineer and Allianz Global Assistance must be notified on the same day or next business day when the cause of cancellation, *injury* or diagnosis of *sickness* occurs.
2. Benefits are limited to the non-refundable insured amounts assessed by Rocky Mountaineer as of the date of occurrence of the Covered Reason that was the cause of the cancellation, regardless of the date the *trip* is cancelled.
3. When *family members* or *travelling companions* are travelling together, the total *aggregate limit* is \$2 million for all eligible policies issued by the *insurer* and administered by Allianz Global Assistance, including this *certificate*. The amount payable will be prorated among all eligible claimants, so that the total amount paid for all such claims does not exceed \$2 million.
4. All claims due to *sickness* or *injury* must be supported by documentation from the attending *physician* at the location where *sickness* or *injury* leading to cancellation, interruption or delay occurred.
5. **Act of Terrorism - Limits on Coverage and Aggregate Limit**
When an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, subject to all other limits, the *aggregate limit* payable will be limited to \$20 million for all eligible policies issued by the *insurer* and administered by Allianz Global Assistance, including this *certificate*. Benefits payable will be directly reduced by the value of any alternate or replacement benefits or travel options given or offered to *you* by Rocky Mountaineer as replacement, even if *you* decline and do not use the alternative or replacement arrangements.
If the total amount claimed under this and all policies issued by the *insurer* and administered by Allianz Global Assistance as a result of the same terrorist incident or series of terrorist incidents occurring within a 72-hour period exceeds \$20 million, the amount payable will be prorated among all eligible claimants, so that the total amount paid for all such claims does not exceed \$20 million.
6. General Provisions of this *certificate* apply. Refer to page 13.

EXCLUSIONS

CANX1 Pre-existing Conditions Exclusion

Benefits are not payable for costs incurred due to, contributed to by, or resulting from:

- a) any *pre-existing medical condition* that was not *stable* within 90 days immediately before the *effective date*; or
- b) any *heart condition* if *you* have used nitroglycerine in any form for a *heart condition* within 90 days immediately before the *effective date*; or
- c) any *lung/respiratory condition* if *you* have an active prescription for or used home oxygen or prednisone for a *lung/respiratory condition* within 90 days immediately before the *effective date*; or
- d) an unrepaired aneurysm 4 cm or greater, measured in either length or diameter, which was diagnosed before the *effective date*; or

- e) any cancer (other than basal or squamous cell skin cancer or breast cancer treated only with hormone therapy) for which *you* received *treatment* in the 90 days before the *effective date*.

Pre-Existing Condition Exclusion Waiver

The *insurer* will waive the pre-existing condition exclusion (CANX1) up to a maximum of \$25,000 per person or a maximum of \$50,000 per booking of the *trip* cost if the following conditions are met:

- a) this *certificate* is purchased within 14 days of making the initial *trip* payment;
- b) the amount of coverage purchased equals all prepaid non-refundable payments or deposits applicable to the *trip* at the time of purchase, and the cost of any subsequent arrangement(s) added to *your* Rocky Mountaineer itinerary for the same *trip* are insured within 14 days of the date of payment or deposit for any subsequent *trip* arrangement(s);
- c) *you* are medically able to travel when plan cost is paid.

CANX2 Benefits are not payable for costs incurred due to, contributed to by, or resulting from:

- a) any event prior to departure, which might reasonably have been expected to necessitate *your* immediate return or delay *your* return; or
- b) any event which, on the *effective date*, could reasonably have been expected to prevent *you* from travelling as booked.

CANX3 Benefits are not payable for costs incurred due to the change in date of a medical test or surgery that was scheduled before *your trip*.

CANX4 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any *sickness, injury* or medical condition for which a diagnosis need not have been made, where the *trip* is undertaken for the purpose of securing medical *treatment* or advice.

CANX5 Benefits are not payable for costs incurred due to, contributed to by, or resulting from a *trip* undertaken for the purpose of visiting or attending to an ailing person whose medical condition or ensuing death is the cause of cancellation or curtailment of the insured *trip* or delays *your* return home.

CANX6 Benefits are not payable for costs or losses due to, contributed to by, or resulting from:

- a) mental or emotional disorders resulting from any cause, including but not limited to anxiety or depression; or
- b) suicide or attempted suicide; or
- c) intentional self-inflicted *injury*.

This applies to *you, your spouse* or *your dependent children*.

CANX7 Benefits are not payable for costs or losses due to, contributed to by, or resulting from:

- a) *your* intoxication from alcohol consumption (alcohol intoxication is determined either when records indicate that *you* have reached or exceeded a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate that *you* were intoxicated and no blood alcohol level is specified); or
- b) *your* abuse or chronic use alcohol; or
- c) use of prohibited drugs or any other intoxicant during the *trip*; or
- d) non-compliance with prescribed *treatment* or medical therapy before or after the *effective date*; or

e) misuse of medication before or after the *effective date*.

This applies to *you, your spouse* or *your dependent children*.

CANX8 Benefits are not payable for costs incurred due to, contributed to by, or resulting from pregnancy or childbirth except as specified under Pregnancy.

CANX9 Benefits are not payable for costs incurred due to, contributed to by, or resulting from *injury* as a result of training for, competing or participating in:

- a) motorized speed contests; or
- b) *high-risk activities*; or
- c) *stunt* activities; or
- d) *professional* sport activities; or
- e) *mountain climbing*; or
- f) *rock climbing* with or without the use of equipment.

CANX10 Benefits are not payable for costs incurred due to *your* failure to obtain a valid travel visa as a result of a late or previously denied application.

CANX11 Benefits are not payable for costs incurred due to *you* being refused entry at customs, border crossing or security checkpoint for any reason.

CANX12 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any:

- a) *act of war*; or
- b) kidnapping; or
- c) nuclear occurrence, however caused; or
- d) *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means; or
- e) unlawful visit in any country; or
- f) participation in the commission or attempted commission of any criminal offence.

CANX13 Benefits are not payable for costs incurred due to losses arising as a result of a *default* of the *travel supplier* if, at the time of booking and/or application, the *travel supplier* is bankrupt, insolvent, in receivership, or has sought protection from creditors under any bankruptcy or related legislation.

CANX14 Benefits are not payable for costs incurred due to losses recovered or which are recoverable from any other source, including trustees or any government or industry compensation fund.

Baggage Coverage

DESCRIPTION OF COVERAGE

1. The *insurer* agrees to pay up to a maximum of the sum insured as indicated on *your* Rocky Mountaineer confirmation of coverage for loss or damage to owned or borrowed baggage and personal effects normally carried by *you*.
2. **Limits on Coverage**
The amount of loss or damage sustained in each event shall be determined separately, and any benefits payable are in excess of any amounts available under any other insurance or source.
3. The *insurer* will reimburse the lesser of the following:
 - a) the actual cash value of the property, with proper deduction for depreciation, at the time of loss or damage; or

b) the amount for which the property could be repaired to its condition prior to the damage; or

c) the amount for which the property could be replaced with property of like kind and quality.

COVERED BENEFITS

1. Personal Effects

The *insurer* agrees to reimburse for items for the personal use, adornment or amusement of *you* or any of *your family members* who are travelling with *you*.

2. Personal Currency

The *insurer* agrees to reimburse up to \$100 for loss of personal currency when caused directly by theft or robbery and supported by a police report.

3. Wheelchair

The *insurer* agrees to reimburse up to \$100 for repairs or rental replacement of *your* wheelchair (or standard special features) if the wheelchair is rendered inoperable due to damage resulting during normal usage.

4. Travel Documents

The *insurer* agrees to reimburse up to an overall maximum of \$400 for the replacement cost of any of the following documents when the loss is caused directly by theft or robbery and supported by a police report: passport, driver's licence, birth certificate or travel visa.

EXCLUSIONS

BAG1 Benefits are not payable for losses due to, contributed to by, or resulting from any:

- a) *act of war*; or
- b) *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means; or
- c) nuclear occurrence, however caused; or
- d) unlawful visit in any country.

BAG2 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any illegal act by *you*, or any person acting with *you*, whether acting alone or in collusion with others.

BAG3 Benefits are not payable for costs incurred due to, contributed to by, or resulting from normal wear and tear, deterioration, moths or vermin.

BAG4 Benefits are not payable for loss of or damage to:

- a) contact lenses; or
- b) prescription eye glasses; or
- c) artificial teeth and limbs; or
- d) hearing aids; or
- e) forms of money and currency (except as provided under Personal Currency); or
- f) securities; or
- g) tickets; or
- h) credit cards; or
- i) statuary; or
- j) paintings; or
- k) fragile or brittle objects; or
- l) objects of art or antiques; or

m) animals.

BAG5 Benefits are not payable for costs incurred due to theft from an unattended *vehicle* unless it was securely locked and there was visible evidence of forced entry.

Accidental Death & Dismemberment Coverage

DESCRIPTION OF COVERAGE

Subject to the *certificate* terms and conditions, the *insurer* agrees to pay up to a maximum of the sum insured indicated on *your* Rocky Mountaineer confirmation of coverage, for loss of life, limb or sight resulting directly from *accidental injury*, occurring during a *trip*, except while boarding, riding in, or alighting from an aircraft.

Limits on Coverage

The total *aggregate limit* for all losses under Accidental Death & Dismemberment is \$10 million.

COVERED BENEFITS

Benefits are payable according to the following schedule:

- a) 100% of sum insured resulting from the same *accidental injury* for loss of:
 - i. life; or
 - ii. entire sight of both eyes; or
 - iii. both hands; or
 - iv. both feet; or
 - v. one hand and entire sight of one eye; or
 - vi. one foot and entire sight of one eye.
- b) 50% of sum insured resulting from the same *accidental injury* for loss of:
 - i. entire sight of one eye; or
 - ii. one hand; or
 - iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if *you* suffer more than one of these losses.

Exposure and Disappearance

If *you* are exposed to the elements or disappear as a result of an *accident*, a loss will be covered if:

- a) as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or
- b) *your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

EXCLUSIONS

ADD1 Benefits are not payable for costs or losses incurred due to, contributed to by, or resulting from:

- a) *your* mental or emotional disorders resulting from any cause, including but not limited to anxiety or depression; or
- b) *your* suicide or attempted suicide; or
- c) *your* intentional self-inflicted *injury*.

ADD2 Benefits are not payable for losses due to, contributed to by, or resulting from any:

- a) *act of war*; or
- b) kidnapping; or
- c) *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means; or
- d) nuclear occurrence, however caused; or
- e) unlawful visit in any country.

ADD3 Benefits are not payable for costs incurred due to, contributed to by, or resulting from any illegal act by *you*, or any person acting with *you*, whether acting alone or in collusion with others.

ADD4 Benefits are not payable for loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by:

- a) *your* intoxication from alcohol consumption (alcohol intoxication is determined either when records indicate that *you* have reached or exceeded a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate that *you* were intoxicated and no blood alcohol level is specified); or
- b) *your* abuse or chronic use alcohol; or
- c) *your* use of prohibited drugs or any other intoxicant; or
- d) *your* non-compliance with prescribed *treatment* or medical therapy before or after the *effective date*; or
- e) *your* misuse of medication before or after the *effective date*.

ADD5 Benefits are not payable for costs incurred due to, contributed to by, or resulting from *injury* as a result of training for, competing or participating in:

- a) motorized speed contests; or
- b) *high-risk activities*; or
- c) *stunt* activities; or
- d) *professional* sport activities; or
- e) *mountain climbing*; or
- f) *rock climbing* with or without the use of equipment.

ADD6 Benefits are not payable for losses incurred while being the occupant of an aircraft, either as passenger or crew, or while boarding or alighting from an aircraft.

Definitions

Accident(al) means a sudden, unexpected, unforeseeable, unavoidable external event and excludes disease or infections.

Act of terrorism means an act, including but not limited to hijacking, the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

Act of war means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of: war; invasion; acts of foreign enemies; hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents; civil war; rebellion; revolution; insurrection; civil commotion assuming the proportions of or amounting to an uprising; military or usurped power.

Aggregate limit means the total number or the maximum value of insured losses resulting from any one *accident* or event causing loss.

Canadian resident means a person legally authorized to reside in Canada and who maintains a *permanent residence* in Canada.

Certificate means this document of insurance, which is a summary of the Out-of-Province Travel Insurance benefits provided under the Group Policy issued to Great Canadian Railtour Company Ltd. o/a Rocky Mountaineer by the *insurer*.

Commercial accommodation means an establishment providing short-term accommodation for paying guests, licensed under the law of its jurisdiction, which provides proof of commercial transaction. This includes accommodation booked through an online marketplace or homestay network.

Common carrier means an airline, bus, taxi, car service, train, cruise ship or government-operated ferry system offering its transportation services to paying passengers at published rates and scheduled times.

Default means a complete cessation of operations as a result of a bankruptcy of a contracted *travel supplier*.

Dependent children means financially dependent unmarried natural, adopted or step-children who are:

- a) at least 15 days old; and
- b) i. no more than 20 years old; or
ii. no more than 25 years old if full-time students; or
iii. mentally or physically handicapped and more than 20 years old.

Effective date

For Trip Cancellation & Interruption Prior to Departure benefits, effective date means the date and time the completed application is accepted by Rocky Mountaineer and premium is paid as indicated on *your* Rocky Mountaineer confirmation of coverage ('Initial Payment Date').

For all other benefits, including Trip Cancellation & Interruption After Departure benefits, effective date means the date you start *your trip* with Rocky Mountaineer as indicated on *your* Rocky Mountaineer confirmation of coverage ('Departure Date').

Emergency means a sudden, unforeseen *sickness* or *injury* occurring during *your trip*, which requires immediate intervention by a *physician* or legally licensed dentist and cannot reasonably be delayed. An emergency is deemed to no longer exist when medical evidence indicates that *you* are able to continue *your trip* or return to *your* permanent place of residence.

Expiry date means the earlier of:

- a) the date *your trip* ends as indicated on *your* Rocky Mountaineer confirmation of coverage ('Return Date'); or
- b) the date and time *you* return to *your permanent residence*.

Family member means *your spouse*, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, ward, natural or adopted child.

Heart condition includes angina or chest pain, arrhythmia, arteriosclerosis, atrial fibrillation, congenital heart defect, heart failure, cardiomyopathy, carotid artery occlusion, heart attack (myocardial infarction), heart murmur, irregular heart rate or beat, any other condition relating to the heart or cardiovascular system.

High-risk activity(ies) includes:

- heli-skiing;
- any skiing or snowboarding outside marked trails;
- ski jumping;
- skydiving or sky-surfing;
- scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 meters);
- white water rafting (except grades 1 to 4);
- street luge, skeleton activity.

High-risk pregnancy means a pregnancy involving a medical condition that puts the mother, the developing fetus or both at a higher than normal risk of developing medical complications during or after the pregnancy and birth. These medical conditions include pre-eclampsia, eclampsia, hypertension, Rh incompatibility, gestational diabetes, or placenta previa.

Hospital means a facility incorporated or licensed as a hospital by the jurisdiction where such services are provided and which has accommodation for resident in-patients, a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a *physician*. In no event shall this include a convalescent or nursing home, home for the aged, health spa, or an institution for the care of drug addicts, alcoholics or persons suffering from mental or emotional disorders.

Injury means bodily harm, which is directly caused by or resulting from an *accident*, being a sudden and unforeseen event, excluding bodily harm that results from deliberate or voluntary action, and independent of *sickness* and all other causes.

Insurer means CUMIS General Insurance Company, a member of The Co-operators group of companies.

Key employee means a business partner or employee whose continued presence is critical to the ongoing affairs of the business during *your* absence.

Lung/respiratory condition includes asbestosis, bronchiectasis, chronic bronchitis, chronic obstructive pulmonary disease (COPD), emphysema, pulmonary embolism, pulmonary fibrosis, pulmonary edema, tuberculosis.

Medical consultation means any medical services obtained from a licensed medical practitioner for a *sickness*, *injury* or medical condition, including but not limited to any or all of: history taking, medical examination, investigative testing, advice or *treatment*, and during which a diagnosis of the condition need not have been definitively made. This does not include regular medical check-ups where no medical *signs* or *symptoms* existed between check-ups or were found during the check-up.

Minor ailment means a *sickness* or *injury* which ended more than 30 days prior to the *effective date* and which did not require:

- a) *treatment* for a period longer than 15 consecutive days; or
- b) more than one follow-up visit to a *physician*; or
- c) hospitalization, surgery, or referral to a specialist.

Mountain climbing means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pick axes, anchors, bolts, carabiners and lead-rope or top rope anchoring equipment.

Nuclear, chemical or biological means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- **Nuclear** means any occurrence causing bodily *injury*, *sickness*, disease, or death, or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- **Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- **Biological agent** means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Permanent Residence means the country where *you* normally reside. For a *Canadian resident*, permanent residence means the province or territory of residence in which *you* normally reside.

Physician means a person other than *you*, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed, and who is not related to *you* by blood or marriage.

Pre-existing medical condition means a *sickness*, *injury* or medical condition, whether or not diagnosed by a *physician*:

- a) for which *you* exhibited *signs or symptoms*; or
- b) for which *you* required or received *medical consultation*; and
- c) which existed prior to the *effective date* of *your* coverage.

Professional means *you* are considered professional by the governing body of the sport and are paid for *your* participation whether *you* win or lose.

Reasonable and customary means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or fee in the geographical area where the services are provided or costs are incurred for comparable *treatment*, services or supplies for a similar *sickness* or *injury*.

Rock climbing includes but is not limited to bouldering, ice climbing, lead or top-rope, multi-pitch, soloing, sport climbing, trad climbing or via ferrata. Rock climbing does not include climbing artificial rock walls when using proper safety equipment under supervision.

Sickness means any illness or disease.

Signs or symptoms means any evidence of disease experienced by *you* or recognized through observation.

Spouse means a person who is legally married to *you*, or a person who has been living with *you* in a common-law relationship for a period of at least 12 consecutive months.

Stable describes any medical condition or related condition, including any *heart condition* or *lung/respiratory condition*, for which:

- a) there has been no new *treatment*; and
- b) there has been no change in *treatment* or change in *treatment* frequency or type; and
- c) there have been no *signs or symptoms* or new diagnosis; and
- d) there have been no test results showing deterioration; and
- e) there has been no hospitalization; and
- f) there has been no referral to a specialist (made or recommended) and *you* are not awaiting surgery or the results of investigations performed by any medical professional.

The following are also considered stable:

- a) Routine (not prescribed by a *physician*) adjustment of insulin to control diabetes provided the insulin was not first prescribed during the time period specified in the Pre-existing Conditions Exclusion shown on *your* confirmation of coverage.
- b) Change from a brand name medication to a generic medication provided the medication was not first prescribed during the time period specified in the Pre-existing Conditions Exclusion shown on *your* confirmation of coverage and there is no increase or decrease in dosage.
- c) Routine adjustment of Coumadin or Warfarin provided the Coumadin or Warfarin was not first prescribed during the time period specified in the Pre-existing Conditions Exclusion shown on *your* confirmation of coverage.
- d) A *minor ailment*.

Stunt applies to an action which is outside the normal range for the activity.

Terminal applies to a medical condition for which a *physician* gave a prognosis of eventual death or for which palliative care was received prior to the *effective date*.

Travel supplier means a tour operator, travel wholesaler, airline, cruise line, provider of ground transportation or provider of *commercial accommodation* to *you* that is contracted to provide travel services to *you* and that is licensed, registered or otherwise legally authorized to operate and provide travel services.

Travelling companion means a person with whom *you* have coordinated travel arrangements and with whom *you* intend to travel during *your trip*.

Treatment means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician* including, but not limited to, prescribed medication, investigative testing or surgery.

Trip means the period between the *effective date* and *expiry date* as arranged by Rocky Mountaineer and as indicated on *your* Rocky Mountaineer confirmation of coverage.

Vehicle means a private passenger automobile or motorcycle that is used exclusively for the transportation of passengers; and is either owned or rented by *you*.

You or **your** means an eligible person named on the application, who has been accepted by Rocky Mountaineer, and has paid the required premium .

General Provisions

Assignment

Any benefits payable or which may become payable under this plan cannot be assigned by **you**, and the **insurer** is not responsible for and will not be bound by any assignment entered into by **you**.

Benefit Payments

Unless otherwise stated, all provisions in this **certificate** apply to **you** during a **trip**. Benefits are only payable to **you** under one **certificate** during a **trip**.

If more than one Allianz Global Administered **certificate** issued by the **insurer** is in effect at the same time, benefits will only be paid under one insurance **certificate**, the one with the greatest sum insured. Benefits are only payable for the benefits and the specific sum insured selected, paid for and accepted by Rocky Mountaineer at the time of application, and indicated on **your** confirmation of coverage.

Any benefits payable do not include interest charges.

Benefits payable as a result of **your** death will be payable to **your** named beneficiary or to **your** Estate.

Claim Submission

You or the claimant, if other than **you**, shall be responsible for providing Allianz Global Assistance with the following:

1. receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
2. any payment made by any other insurance plan or contract, including a government hospital/ medical plan; and
3. substantiating medical documentation, at the request of Allianz Global Assistance.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

Conformity With Law

Any provision in conflict with any Canadian law to which this **certificate** is subject is hereby deemed to be amended to conform thereto.

Contract

The application, completed medical questionnaire (if applicable), confirmation of coverage, this **certificate**, any document attached to this **certificate** when issued, and any amendment to the **certificate** agreed upon in writing after it is issued, constitute the entire contract. Each **certificate** or term of coverage is considered a separate contract.

Allianz Global Assistance, on behalf of the insurer, reserves the right to decline any application.

No condition of this **certificate** shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by the **insurer**.

Coordination of Benefits

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force held by or available to **you**.

Other coverage includes but is not limited to:

- homeowners insurance;
- tenants insurance;
- multi-risk insurance;
- any credit card, third-party liability, group or individual basic or extended health insurance;
- any private or legislative plan of motor vehicle insurance providing **hospital**, medical or therapeutic coverage.

Allianz Global Assistance, on behalf of the **insurer**, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

Reimbursement will not be made for any costs, services or supplies that are payable to **you** under a motor vehicle insurance policy or legislative plan pursuant to the no-fault benefits schedule under any Insurance Act, or for which **you** receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted.

You may not claim or receive in total more than 100% of the loss caused by the insured event.

If **you** are retired with an extended health plan provided by a former employer, with a lifetime limit of up to \$100,000, Allianz Global Assistance, on behalf of the **insurer**, will not coordinate benefits with that provider, except in the event of **your** death.

Currency

All benefit limits and all other amounts stated are in Canadian dollars. If premiums or limits are reflected in another currency on the confirmation of coverage, the exchange rate on the date of purchase will be used to convert into Canadian currency.

At the option of Allianz Global Assistance, benefits may be paid in the currency of **your permanent residence** or the country where the loss occurred. If currency conversion is necessary, the exchange rate on the date the service was rendered to **you** will be used.

Governing Law

For **Canadian residents**, this **certificate** will be governed by the laws of the Canadian province or territory in which **you** normally reside. For non-**Canadian residents**, this **certificate** will be governed by the laws of the Canadian province or territory in which it is issued.

Language

The parties request that the **certificate** and all related documentation be drawn in English. Les parties demandent que la présente **certificat** ainsi que toute documentation pertinente soient rédigées en anglais.

Limit on Liability

It is a condition precedent to liability under this plan that at the time of application and on the **effective date**, **you** are in good health and know of no reason to seek medical attention.

Limitation of Action

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

Misrepresentation or Nondisclosure

Your failure to disclose or misrepresentation of any material fact, or fraud, either at the time of application or at the time of claim, shall render the entire contract null at the option of the *insurer*, and any claim submitted thereunder shall not be payable.

Where there is an error as to *your* age, provided that *your* age is within the insurable limits of this plan, the premiums will be adjusted according to *your* correct age.

Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates for *your* age on the *effective date* of this *certificate* as indicated on *your* confirmation of coverage.

Rights of Examination

The claimant shall provide the *insurer* with the opportunity to examine *you* when and so often as it reasonably requires while a claim is pending. In the case of *your* death, the *insurer* may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies.

Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the plan, *you* agree to:

- a) reimburse the *insurer* for all *emergency* medical and *hospital* costs paid under the *certificate* from any amounts *you* receive from a third party responsible (in whole or in part) for *your injury* or *sickness* whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover *your* damages, which include *emergency* medical and *hospital* costs paid under the *certificate*;
- c) include all *emergency* medical and *hospital* costs paid under the *certificate* in any settlement agreement *you* reach with the third party;
- d) act reasonably to preserve the *insurer's* right to be reimbursed for any *emergency* medical or *hospital* costs paid under the *certificate*;
- e) keep the *insurer* informed of the status of any legal action against the third party; and
- f) advise *your* counsel of the *insurer's* right to reimbursement under the *certificate*.

Your obligations under this section of the *certificate* in no way restricts the *insurer's* right to bring a subrogated claim in *your* name against the third party and *you* agree to cooperate with the *insurer* fully should the *insurer* choose to exercise its right of subrogation.

Sanctions

Benefits are not payable under this *certificate* for any losses or expenses incurred due to or as a result of *your* travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.

Time

Expiry time of coverage is the time within the time zone where *your trip* is scheduled to terminate.

Premium Refunds

A full refund will be provided for policies which are returned within 10 days of purchase, provided *you* have not departed on *your trip* and a claim has not been incurred, as described in the section titled Right To Examine.

Premium refunds must be obtained from Rocky Mountaineer.

Claims Procedures

Claims forms are available by calling Allianz Global Assistance's Claims Department.

SEND YOUR CLAIMS TO:

Allianz Global Assistance Claims Department

250 Yonge Street, Suite 2100
Toronto, Ontario M5B 2L7
Canada

Collect worldwide: 416-340-8809

Toll free Canada/U.S.A.: 1-800-869-6747

1. **Notice of Claim.** Claims must be reported within 30 days of occurrence.
2. **Proof of Loss.** Written proof of loss must be submitted within 90 days of occurrence.
3. Any costs incurred for documentation or required reports are *your* or the claimant's responsibility.
4. To submit *your* claim, fill out the claim form completely and include all original bills. Incomplete information will cause delay.
5. All eligible claims must be supported by original receipts from commercial organizations.

When submitting *your* Emergency Hospital & Medical claim, please include:

1. A fully completed and signed claim form with all original bills and receipts from commercial organizations.
2. Medical records including an emergency room report and diagnosis from the medical facility or a Medical Certificate completed by the treating *physician*. Any fee for completion of the certificate is not a benefit under this insurance.
3. If applicable, completed appropriate provincial government health insurance plan forms; see claim form for details.
4. Any other documentation that may be required and/or requested by Allianz Global Assistance.

Important Note

In the event of a medical *emergency*, Allianz Global Assistance must be notified within 24 hours of admission to a *hospital* and before any surgery is performed.

Limits on Coverage

If *you* or someone acting on *your* behalf fails to notify Allianz Global Assistance without reasonable cause, then the *insurer* will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

You will be responsible for any expenses that are not payable by the *insurer*.

When submitting *your* Trip Cancellation & Interruption claim, please include:

a) All Trip Cancellation & Interruption claims

1. A fully completed and signed claim form. Incomplete forms will be returned and will delay processing of *your* claim.
Both *you* and the claimant (if other than *you*) must sign the Authorization and Certification.
2. A Medical Certificate completed by the treating *physician*. A copy of the patient's/deceased's medical records may be required.
3. If cancellation is due to death, copy of death certificate.
4. If cancellation is due to any reason other than *sickness, injury* or death, please contact the Allianz Global Assistance Claims Department for detailed claims requirements.
5. Any other documentation to support *your* claim.

b) Prior to Departure (in addition to the requirements for item a) above)

1. Itemized copy of the invoice confirming the amount paid for *your trip*, taxes, service fees and any other expenses.
2. Proof of payment such as: a credit card statement, a copy of a cancelled cheque, or a copy of the official receipt issued by Rocky Mountaineer.
3. Statement of refund from Rocky Mountaineer or agent if applicable.

Any other documentation to support *your* claim.

c) After Departure (in addition to the requirements for item a) above)

1. If only a change-fee was charged, receipt showing the amount charged.
2. For an unused tour, a copy of the original invoice, breakdown of unused tour cost, and a copy of the travel itinerary.
3. Any original receipts for out-of-pocket expenses incurred due to interruption or delayed return.
4. Any other documentation to support *your* claim.

Important Note

If an insured *trip* must be cancelled, Rocky Mountaineer and Allianz Global Assistance must be notified on the day (or the next business day) that the cause of cancellation occurs. Benefits are limited to the amounts that are non-refundable at the occurrence date of the Covered Reason that was the cause for cancellation, regardless of the date the *trip* is cancelled.

When submitting *your* Baggage claim, please include:

1. A completed and signed claim form with a brief explanation of the incident leading to the loss.

2. An itemized list detailing the value of all lost or stolen items, together with proof of ownership such as receipts, photos, credit card statements, owners manuals, etc.
3. Copy of correspondence from any other source which may cover this loss, confirming payment or denying liability.
4. Any other documents to support *your* claim.

Important Note

Immediately notify the bus, railroad, hotel or other authorities where the theft occurred and obtain an official report. A police report is required in the event of stolen baggage or personal effects.

When submitting *your* Accidental Death & Dismemberment claim, please include:

1. A fully completed and signed claim form by either *you*, or in the case of *your* death, by the appointed executor/executrix.
2. The police report including any witness statements.
3. The coroner's report.
4. The death certificate (in the event of death).
5. The Medical Certificate completed by the attending *physician* or *hospital* medical records.
6. Any other documents requested by Allianz Global Assistance after initial review of the claim.

Privacy Information Notice

CUMIS General Insurance Company (the "insurer") and the insurer's insurance administrator, Allianz Global Assistance, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification;
- medical records and information about you;
- records that reflect your business dealings with and through us.

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- to identify and communicate with you;
- to consider any application for insurance;
- if approved, to issue a Policy or Certificate of insurance;
- to administer insurance and related benefits;
- to evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- to investigate claims and to determine eligibility for insurance benefits;
- to provide assistance services;
- for fraud prevention and debt collection purposes;
- as required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate or Policy holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes

from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional purposes”).

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify Allianz Global Assistance. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Certificate or Certificate holder’s, insured’s or claimant’s file that we establish and maintain in the offices of Allianz Global Assistance. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at privacy@allianz-assistance.ca.

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at privacy@allianz-assistance.ca or by writing to:

Privacy Officer
Allianz Global Assistance
250 Yonge Street, Suite 2100
Toronto, Ontario M5B 2L7
Fax: (416) 340-2707

For a complete copy of Our Privacy Policy please visit www.allianz-assistance.ca.

Questions?

If **you** have any questions or concerns about **your** claim please feel free to contact Allianz Global Assistance any time:

Toll Free: 1-800-869-6747

Collect: (416) 340-1980

If **you** have any questions or concerns about this **certificate**, please feel free to contact Rocky Mountaineer any time:

Toll Free: 1-800-665-7245

Administered by:

AZGA Service Canada Inc.
o/a Allianz Global Assistance
250 Yonge Street, Suite 2100
Toronto, Ontario M5B 2L7

Underwritten by:

CUMIS General Insurance Company
P.O. Box 5065, 151 North Service Road
Burlington, Ontario L7R 4C2

Travel Assistance

NOTE: The following assistance services are for *your* convenience only, expenses related to these helpful services may not be covered under this *certificate*. Please refer to the benefit wording for details of what is covered.

You can count on Allianz Global Assistance’s assistance 24 hours a day, 7 days a week. During an **emergency**, wherever possible, Allianz Global Assistance’s services include, but are not limited to:

- Monitoring the status of **your** medical case and communicating between patient, family **physician**, employer, Rocky Mountaineer, consulate, etc.
- Coordinating travel arrangements as follows:
 - i. **emergency** medical transportation and **treatment** en route, at the request of **you** or **your physician**;
 - ii. escort and transportation home for stranded **dependent children** and/or other extended **family members** or friends while **you** are in **hospital**;
 - iii. **your** return home if ill or injured;
 - iv. should **you** die away from home, services for the repatriation of **your** remains.

Allianz Global Assistance can also help **you** when non-medical emergencies arise on **your trip**:

- With emergency cash services – in the event of an **emergency**, Allianz Global Assistance will coordinate between **you** and **your** friend, **family member**, business or credit card company for a cash transfer.
- With emergency message services – Allianz Global Assistance will take emergency messages from or for **you**.
- With emergency ticket replacement – Allianz Global Assistance will help **you** replace lost or stolen airline tickets.
- With legal services – Allianz Global Assistance will help **you** contact a local attorney or the appropriate consular officer if **you** are arrested or detained, are in a traffic accident or otherwise require legal help.
- With bail bond services – these can be co-ordinated for **you** in all locations where they are available.

Even if **you** never use the medical benefits or travel assistance services during **your** trip, **you** can still benefit from the **trip** information offered by calling Allianz Global Assistance Travel Assistance.

Allianz Global Assistance is here to help **you** with:

- Passport and Visa information
- Health hazards advisory

- Inoculation requirements
- Weather information
- Currency exchange information
- Consulate and embassy locations

Emergency Procedures

In the event of a medical *emergency, you* or someone acting on *your* behalf must notify Allianz Global Assistance within 24 hours of admission to a *hospital* and before any surgery is performed.

Limits on Coverage

If *you* fail to do so without reasonable cause, then the *insurer* will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

You will be responsible for any expenses that are not payable by the *insurer*.

Allianz Global Assistance is here to help, with service available 24 hours a day, 7 days a week. Allianz Global Assistance also provides support and recommendations for non-medical emergencies, providing *you* with access to resources to help resolve any unexpected difficulties *you* encounter during *your trip*.

**For 24/7 emergency assistance call
Allianz Global Assistance**

Toll free Canada/USA: 1-800-995-1662

Toll free worldwide: 00-800-842-08420 or
Country code + 800-842-08420

If unable to contact us through the toll free numbers
call collect: 416-340-0049.