



**Underwritten By:**  
**Arch Canada Ltd.**  
77 King Street West  
Suite 3600, PO Box 308  
Toronto, ON M5K 1K2  
Phone: 416-309-8100

### **SKI PASS PRESERVER POLICY**

This policy describes the travel insurance benefits provided hereunder by Arch Canada Ltd. (the "Company" or as "We", "Us" and "Our"). Please refer to the Schedule of Benefits the Insured ("You" or "Your") have, which provides the specific information about the program You purchased.

If You are not satisfied for any reason, You may return Your policy to Us within 10 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

#### **IMPORTANT NOTICE – PLEASE READ CAREFULLY**

- This travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your Policy before you travel as your coverage may be subject to certain limitations or exclusions.
- A pre-existing exclusion applies to medical conditions and/or symptoms that existed prior to your trip. Check to see how this applies in your Policy and how it relates to your departure date, date of purchase, or effective date.
- In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.

**PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL.**

TABLE OF CONTENTS

- SCHEDULE OF BENEFITS
- SECTION I - COVERAGES
- SECTION II - DEFINITIONS
- SECTION III - POLICY LIMITATIONS AND EXCLUSIONS
- SECTION IV - COVERAGE PROVISIONS
- SECTION V - CLAIMS PROVISIONS
- SECTION VI - GENERAL PROVISIONS

IN WITNESS WHEREOF, The **Company** has caused this policy to be executed and attested.



Hugh Sturgess  
President



Patrick Nails  
Secretary

SCHEDULE OF BENEFITS

<b>Benefits</b>	<b>Maximum Benefit Amount</b>
Ski Pass Cancellation .....	Ski Pass Cost
Ski Pass Interruption.....	Pro-rated Ski Pass Cost

## SECTION I – COVERAGES

No benefit will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

### SKI PASS CANCELLATION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of the Covered Ski Pass, less any refunds received, which You purchased for the Ski Pass Coverage Period, when You cancel the Ski Pass prior to the start of the Ski Pass Coverage Period for one of the following Unforeseen reasons:

1. Your or a Family Member's death, that occurs before the Ski Pass Coverage Period;
2. Your or a Family Member's, covered Sickness or Injury, that: a) occurs before the Ski Pass Coverage Period; b) requires Medical Treatment at the time of cancellation; and c) as certified by a Physician, results in medical restrictions so disabling as to cause the Ski Pass to be cancelled; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occur while coverage is in effect for You.

### SKI PASS INTERRUPTION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the pro-rated cost of the remaining portion of the Covered Ski Pass purchased, less any refunds received, which You purchased for the Ski Pass Coverage Period, when You cancel the Ski Pass for one of the following Unforeseen reasons:

1. Your or a Family Member's death, which occurs during the Ski Pass Period;
2. Your or a Family Member's, covered Sickness or Injury which: a) occurs during the Ski Pass Coverage Period, b) requires Medical Treatment at the time of interruption; and c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued use of the Ski Pass; or
3. for Other Covered Events;

provided that any such covered Unforeseen reason occurs while coverage is in effect for You.

Reimbursement will be calculated based on the first day of the Ski Pass Coverage Period, regardless of the actual date the Ski Pass was purchased.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and Red Sky Travel Insurance as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Red Sky Travel Insurance as soon as reasonably possible.

In no event shall the amount reimbursed for Ski Pass Cancellation and Ski Pass Interruption exceed the lesser of the amount You prepaid for the Ski Pass or the Maximum Benefit Amount shown in the Schedule of Benefits.

**“Other Covered Events”** means:

- a. You being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You are not a party (except law enforcement officers);
- b. Your primary place of residence or destination is made Uninhabitable and remains Uninhabitable during the Ski Pass Coverage Period, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your principle place of residence;
- c. Your transfer of employment of 160 kilometers or more by the employer with whom You or Your are employed on Your Effective Date which requires Your principal residence to be relocated;
- d. You who are military, police or fire personnel being called into emergency service to provide aid or relief;
- e. Your involuntary employment termination or layoff which occurs 30 days or more after Your Effective Date. Employment must have been with the same employer for at least 1 continuous year;
- f. revocation of Your previously granted military leave or re-assignment. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- g. Your pregnancy, provided the pregnancy occurs after Your Effective Date for Ski Pass Cancellation, as verified by medical records; and
- h. You are attending the childbirth of Your Family Member, provided the pregnancy occurs after Your Effective Date for Ski Pass Cancellation, as verified by medical records.

## SECTION II – DEFINITIONS

**“Accident”** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap Skiing.

**“Bankruptcy or Default”** means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

**“Caregiver”** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are Skiing with a Covered Ski Pass without the minor children. The arrangement of being the Child Caregiver while You are Skiing with a Covered Ski Pass must be made 30 or more days prior to the Ski Pass Coverage Period.

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 10 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

**“Effective Date”** means the date and time Your coverage begins, as indicated in Coverage Provisions, When Coverage Begins and Ends.

**“Family Member”** means any of the following: Your legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**“Hospital”** means an establishment which: a) holds a licence as a hospital (if licencing is required in the jurisdiction); b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; c) provides twenty-four (24) hour a day nursing service by registered or graduate nurses; d) has a staff of one (1) or more licenced Physicians available at all times; e) provides organized facilities for diagnosis, and major medical surgical facilities; f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

**“Hospitalized”** means admitted to a hospital for a period of at least 24 hours or where the patient is charged by the hospital for a minimum of one day of inpatient charges.

**“Injury”** means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**“Insured”** means the person named on the Declarations that: is scheduled to Ski during the Ski Pass Coverage Period, provided the required premium has been paid. Insured also means “You” and “Your”.

**“Intoxicated”** mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the province or jurisdiction where You are located at the time of an incident.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits

**“Medical Treatment”** means examination and treatment by a Physician.

**“Natural Disaster”** means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes.

**“Physician”** means a person licensed as a medical doctor in the jurisdiction where the services are rendered who is: (a) other than You or a Family Member; and (b) practicing within the scope of his or her license.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Family Member: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy

**“Ski Pass” or “Covered Ski Pass”** means Your Trails access pass to Ski for multiple days which you have purchased, and for which Ski Pass Cancellation coverage or Ski Pass Interruption coverage has been elected and premium paid.

**“Ski Pass Coverage Period”** means the period of time for which Ski Pass Cancellation or Ski Pass Interruption coverage is elected and the premium paid and for which a Ski Pass has been purchased.

**“Sickness”** means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

**“Ski” or “Skiing”** means winter recreation of snow skiing or snowboarding on Trails which are only accessed by a prepaid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heli-skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

**“Trails”** means named skier paths designated for downhill travel as shown on a ski resort trail map using the international difficulty rating, not including connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

**“Travel Supplier”** means any entity or organization that coordinates or supplies the Ski Pass for You.

**“Unforeseen”** means not anticipated or expected and occurring after Your purchase of the **Ski Pass Cancellation** and the **Ski Pass Interruption** coverage.

**“Uninhabitable”** means: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

### **SECTION III - POLICY LIMITATIONS AND EXCLUSIONS**

**Benefits are not payable for any loss due to, arising or resulting from:**

1. a Pre-Existing Condition;
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, or Family Member;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
4. participating as a professional in a stunt, athletic or sporting event or competition;
5. normal pregnancy (except complications of pregnancy) and/or resulting childbirth, except as otherwise covered under Cancellation or Interruption, or voluntarily induced abortion
6. any non-emergent treatment or surgery, or any Elective Treatment and Procedures;
7. a mental, or nervous or psychological disorder unless Hospitalized for that condition while the policy is in effect for You; or
8. Bankruptcy or Default or failure to supply services by a Travel Supplier.

### **SECTION IV - COVERAGE PROVISIONS**

#### **Who Is Eligible For Coverage**

A person who has purchased the Covered Ski Pass during the Ski Pass Coverage Period.

#### **When Coverage Begins and Ends**

**When Coverage Begins:**

**Ski Pass Cancellation** Coverage begins when the coverage is elected and the required premium for the Ski Pass Coverage Period is received by the Travel Supplier or Arch Canada Ltd.

This is Your “Effective Date” and time for **Ski Pass Cancellation**.

**Ski Pass Interruption:** Coverage begins at the start of the Ski Pass Coverage Period. This is Your “Effective Date” and time for **Ski Pass Interruption**.

**When Coverage Ends:**

**Ski Pass Cancellation:** Your coverage automatically ends on the earlier of 1) the start of the Ski Pass Coverage Period; or 2) the date and time You cancel the Ski Pass prior to the start of the Ski Pass Coverage Period.

**Ski Pass Interruption:** Your coverage automatically ends on the earlier of 1) the end of the Ski Pass Coverage Period; or 2) the date and time You cancel the Ski Pass.

Termination of **Ski Pass Cancellation** and **Ski Pass Interruption** coverage will not affect a claim for loss that occurs after premium has been paid.

## SECTION V - CLAIMS PROVISIONS

**Your duties in event of a loss:**

Immediately, or as soon as possible, call Your Travel Supplier or the Program Administrator (see Where to Report a Claim) to report Your cancellation or interruption to avoid non-covered charges due to late reporting.

If You are prevented from using the Covered Ski Pass as scheduled or must interrupt the Ski Pass Coverage Period due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your use or continued use of the Covered Ski Pass.

**Limitation Period:**

Any action or arbitration proceeding against us for the recovery of a claim under this insurance shall not be commenced more than 1 year after the occurrence which gives rise to the claim. If, however, this limitation is invalid according to the laws of the province or territory where this insurance was issued, You must commence Your action or arbitration proceeding within the shortest time limit permitted by the laws of that province or territory. In addition, the venue of any action or arbitration proceeding shall only be in the province or territory where the insurance was issued. You, Your heirs and assigns consent to the transfer of any action or arbitration proceeding to the province or territory where the insurance was issued and at a venue chosen by Us.

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 (or other applicable legislation) in Your province of residence.

**Where to Report a Claim:**

Phone: 1-844-800-2486

Email: [redsky@archinsurance.com](mailto:redsky@archinsurance.com)

Mail: Red Sky Travel Insurance c/o Arch Insurance Company

Executive Plaza IV

11350 McCormick Rd., Suite 102

Hunt Valley, MD 21031

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, Red Sky Travel Insurance forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Obtain claim forms from Red Sky Travel Insurance or at [trippreserverclaims.com](http://trippreserverclaims.com) which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Payment of Claims:** All benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

## SECTION VI - GENERAL PROVISIONS

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Other Insurance with Us:** You may be covered under only one travel insurance policy with Us while You are Skiing under a Covered Ski Pass. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage while You are Skiing under a Covered Ski Pass.