



Transat

Air Fare Cancellation Policy

Effective August 27, 2020

Underwritten by
The Manufacturers Life Insurance Company (Manulife) and First North American Insurance Company, a wholly owned subsidiary of Manulife.

NOTICE REQUIRED BY PROVINCIAL LEGISLATION

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

Important Notice - Read Carefully Before You Travel

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

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and exclusions (i.e. medical conditions that are not stable, pregnancy, child born on trip, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to pre-existing medical conditions, whether disclosed or not at time of policy purchase.
- Contact the Assistance Centre before seeking treatment or your benefits may be limited.
- In the event of a claim your prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your policy will be voidable.

It is your responsibility to understand your coverage. If you have questions, call 1 800 263-2356.



IN THE EVENT OF AN EMERGENCY, CALL:

1-800-764-6539

Toll-free from the USA and Canada

+1 (519) 251-7488

Collect to Canada where available



NAME _____

POLICY # _____

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NAME _____

POLICY # _____

THIS POLICY IS UNDERWRITTEN by The Manufacturers Life Insurance Company (Manulife) and First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife. Manulife has appointed Active Claims Management (2018) Inc. (operating as “Active Care Management”) as the provider of all assistance and claims services under this policy.

10-Day Free Look to Review this Policy

You have 10 days from *your* insurance purchase date to review this *policy*. If it does not meet *your* needs, *you* may terminate this insurance coverage and receive a premium refund if:

- (i) *you* have not departed on *your insured trip*; and
- (ii) there is no claim in progress.

To request a premium refund, simply contact *your* distributor of Transat Travel Insurance from whom *you* purchased the insurance.

After the 10-Day Free Look, refund of premium is not available.



Everyone wants to have a carefree trip and should be able to travel with confidence in their travel insurance purchase. Most people travel every day without a problem, but if something does happen, the member companies of the Travel Health Insurance Association of Canada (THiA) want you to know your rights. THiA's Travel Insurance Bill of Rights and Responsibilities builds on the golden rules of travel insurance:

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

For more information, go to www.thiaonline.com

TRANSAT AIR FARE CANCELLATION POLICY

IMPORTANT INFORMATION ABOUT YOUR TRAVEL INSURANCE

It is important *you* read and understand *your policy* before *you* travel. It is ***your responsibility*** to review the terms, conditions and limitations outlined in this *policy*.

A *pre-existing condition* exclusion applies to *your* Air Fare Cancellation Insurance coverage. It is ***your responsibility*** to review and understand the *pre-existing condition* exclusion that applies to *you* listed on Page 5 of this *policy*.

Our Assistance Centre is there to help you 24 hours a day, every day of the year.

1-800-764-6539 toll-free from the USA and Canada
+1-519-251-7488 call collect where available

Our Assistance Centre can also be contacted through the **ACM TravelAid™** mobile application.

ITALICIZED WORDS have a specific meaning. Please refer to the “Definitions” section of this *policy* to find the meaning of each italicized word.

INTRODUCTION

Policy Contract

This is *your* insurance *policy*, a contract detailing the terms and conditions of the insurance coverage *you* purchased. *Your application*, this *policy* and any riders or endorsements to it shall form the entire contract between *you* and the *company*. The *company* has sole authority for changing or waiving any of the terms, conditions or provisions stated in this *policy*.

How to contact us

Prior to travelling, or when travelling and *you* require *emergency* assistance, call:

1 800 764-6539 toll-free from the USA and Canada
+1 (519) 251-7488 collect where available.

For coverage information or general enquiries, please contact Transat Travel Insurance Customer Service Centre at

1 800 263-2356.



If *you* need medical attention or must make any other type of claim during *your insured trip*, call *us* for assistance first. The Assistance Centre is open 24 hours a day, every day of the year.



Before *you* travel download the free assistance & claim mobile app, **ACM TravelAid™**.



If *you* need medical attention or must make any other type of claim during *your insured trip*, call *us* for assistance first. The Assistance Centre is open 24 hours a day, every day of the year.



Before *you* travel download the free assistance & claim mobile app, **ACM TravelAid™**.



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SCHEDULE OF BENEFITS

AIR FARE CANCELLATION POLICY	
Eligible Age	All ages
TRIP CANCELLATION – INTERRUPTION – DISRUPTION INSURANCE	
Airfare Cancellation Prior to Departure	Prepaid airfare (up to Sum Insured selected on the application)
Airfare Cancellation - On or After Departure	Economy Class Fare
Accommodation & Meal Expenses for Interruption	Up to \$100
Trip Delay	Economy Class Fare
Accommodation & Meal Expenses for Trip Delay	Up to \$300

POLICY PARAMETERS

The Transat Air Fare Cancellation *Policy* is available to persons who have made travel arrangements with Transat Distribution Canada or through a distributor of Transat Travel Insurance or through an internet site made available by Transat Distribution Canada. Travel insurance must be purchased based upon *age*, length of travel and other restrictions set forth in this *policy*.

AGE	LENGTH OF TRAVEL	OTHER CONDITIONS
All ages*	Trips up to 365 days	Applies to prepaid airfare only.

* Please check *pre-existing condition* exclusions (see page 5)

The *Company* will reimburse eligible expenses and/or pay benefits for covered losses, subject to the terms, conditions, limitations and exclusions stated in this *policy*.

PERIOD OF COVERAGE

The period of coverage under this *policy* shall not exceed 12 consecutive months for any one *insured trip*.

This insurance must be purchased prior to departure from *your* province or territory of residence in Canada and for the complete duration of the *insured trip*.

THE DATE YOUR COVERAGE STARTS / YOUR EFFECTIVE DATE OF COVERAGE

For Airfare Cancellation Insurance prior to departure, coverage starts at the time and date *you* pay the premium for that coverage (the purchase date on *your application*).

For all other benefits, coverage starts on *your departure date*.

THE DATE YOUR COVERAGE ENDS / YOUR COVERAGE EXPIRY DATE

For Airfare Cancellation Insurance prior to departure, coverage ends on the earlier of:

- a) *your departure date*; or
- b) the date *you* cancel *your insured trip*.

For all other benefits, *your* coverage ends on the earlier of:

- a) the date *you* return to *your departure point*; or
- b) the return date, as stated on *your application*.

Automatic Extension

The *company* will extend *your* coverage automatically beyond the date *you* were scheduled to return *home* as per *your application* if:

- a) *your common carrier* is delayed. In this case, the *company* will extend *your* coverage for up to 72 hours; or
- b) *you* or *your travel companion* is in *hospital* on that date. In this case, the *company* will extend *your* coverage while in *hospital* and for up to 5 days after discharge from the *hospital*; or
- c) *you* or *your travel companion* has a *medical condition* that does not require admission to *hospital* but prevents travel. In this case, the *company* will extend *your* coverage for up to 5 days.

In all cases, the *company* will not extend any coverage beyond 12 months after *your effective date* of insurance.

What If I Stay Longer Than Planned?

Extensions: If *you* have not left *home*, simply call *your* distributor of Transat Travel Insurance to ask for the extension. *You* may be able to extend *your* coverage as long as:

- *you* pay the additional premium; and
- *you* have had no event that has resulted or may result in a claim.

AIR FARE CANCELLATION INSURANCE

If *you* have used an AIR MILES eVoucher or an AIR MILES Travel Certificate to pay for *your* travel arrangements and have insured those travel arrangements with this *policy*, then, in the event *you* must cancel *your insured trip*, *you* will be reimbursed up to the sum insured, the dollar value stated on the AIR MILES eVoucher or the dollar value stated on the AIR MILES Travel Certificate.

Benefits - What does Air Fare Cancellation Insurance cover?

AIR FARE CANCELLATION - PRIOR TO DEPARTURE

If *you* must cancel *your insured trip* **prior to the departure date** shown on the *application* due to the occurrence of any one of the Covered Events 1–7 (as listed below in the section Events Covered Under Air Fare Cancellation), *you* will be reimbursed, up to the **sum insured** selected on *your application* for this insurance, for either

- i) the nonrefundable portion of *your insured travel arrangements*; or
- ii) the change fee charged by the airline on existing tickets if this option is available.

To cancel a trip prior to *your* scheduled departure date shown on the *application*, *you* must cancel *your insured trip* with your travel agent or *travel supplier* immediately, or, at the latest, the business day following the cause of cancellation.

AIR FARE CANCELLATION - ON OR AFTER DEPARTURE

If *your insured trip* is interrupted **on or after the departure date** shown on the *application*, due to the occurrence of any one of the Covered Events 1–7 (as listed below in the section Events Covered Under Air Fare Cancellation), *you* will be reimbursed for:

- a) the extra cost of one-way transportation by the most cost-effective itinerary, (being the lesser of a one-way economy fare or change fee charged by the airline on existing tickets if this option is available) to return to the original *departure point*; and
- b) the extra expenses incurred for commercial accommodation and meals, essential telephone calls, internet usage fees and taxi fares to a maximum of **\$100**. Original receipts must be provided when claiming this benefit.

In addition to benefits under Air Fare Cancellation - On or After Departure, in the event of *your* death due to a covered *injury* or *sickness* while on the *insured trip*, *you* will also be reimbursed to a maximum of **\$5,000**, for the reasonable costs incurred for either:

- a) the preparation and transportation of *your* remains back to *your departure point* in Canada; or
- b) the cost of cremation and burial of *your* remains at the location where death occurs.

No benefit is payable for the cost of a headstone, casket, urn and/or funeral service expenses.

No benefit will be payable under Air Fare Cancellation - On or After Departure, if *you* are eligible and qualify to receive the payment for the same expenses under any other benefit section of this *policy*.

EVENTS COVERED UNDER AIR FARE CANCELLATION INSURANCE

Trip Cancellation of *your* air fare must result from any one of the **UNFORESEEN EVENTS** listed below occurring during the period of coverage:

1. a) The unexpected death, *sickness* or *injury* of *you*, *your travel companion*, or a member of *your* or *your travel companion's* immediate family or a *key-person* travelling with *you* on the *insured trip*.

- b) The unexpected death, *sickness* or *injury* of a member of *your* or *your travel companion's* immediate family or a *key-person*, not travelling with *you* on the *insured trip*.
2. *You*, *your travel companion* or the *spouse* or *children* of either are, during *your* coverage period, a) called to jury duty; b) subpoenaed as a witness; or c) required to appear as a defendant in a civil suit.
3. Death, admission to *hospital* or quarantine of the person with whom *you* have arranged overnight accommodation for the majority of *your insured trip* at their usual place of residence, not including commercial facilities.
4. Quarantine or hijacking of *you*, *your travel companion* or the *spouse* or *children* of either.
5. A disaster which renders *your* or *your travel companion's* principal residence uninhabitable or place of business unusable.
6. Complete cessation of operations by a contracted *travel supplier* (including *travel services* provided by a foreign *travel supplier* if such *travel services* are part of an inclusive package).
7. The unexpected death, *sickness* or *injury* of *your* service dog, provided *you* are an individual with a disability (physical, psychiatric or mental disability), and travel arrangements have been made for the service dog to accompany *you* on *your insured trip*. For this benefit to apply, the travel arrangement cost for *your* service dog must be included in the covered amount insured under *your* selected plan.

TRIP DELAY COVERAGE OFFERED WITH AIR FARE CANCELLATION INSURANCE

If *you* are delayed **on or after the departure date** shown on the *application*, due to the occurrence of any one of the Covered Events 1–3 (listed below in the section Events Covered Under Trip Delay), *you* will be reimbursed for:

1. The extra cost of one-way transportation by the most cost-effective itinerary, (being the lesser of a one-way economy fare or change fee charged by the airline on existing tickets if this option is available) to continue *your insured trip*, or to return to the original *departure point*; and
2. The extra expenses incurred for commercial accommodation and meals, essential telephone calls, internet usage fees and taxi fares up to **\$150 per day** to a maximum of **\$300**. Original receipts must be provided when claiming this benefit.

EVENTS COVERED UNDER TRIP DELAY

Trip Delay must result from any one of the **UNFORESEEN EVENTS** listed below occurring **on or after the departure date** shown on the *application*:

1. a) The unexpected death, *sickness* or *injury* of *you*, *your travel companion*, or a member of *your* or *your travel companion's* immediate family or a *key-person* travelling with *you* on the *insured trip*;
- b) The unexpected death, *sickness* or *injury* of a member of *your* or *your travel companion's* immediate family or a *key-person* not travelling with *you* on the *insured trip*.
2. Death, admission to *hospital* or quarantine of the person with whom *you* have arranged overnight accommodation for the majority of *your insured trip* at their usual place of residence, not including commercial facilities.
3. Provided *you* had left enough travel time to comply with the *travel supplier's* normal check-in procedure, if *you* are delayed as a direct cause of the following events:
 - a) **delay** of the private automobile in which *you* or *your travel companion* are travelling, caused by mechanical failure of that automobile, weather conditions, earthquakes or volcanic eruptions, a traffic accident or emergency road closure by police; or

- b) **delay or cancellation** of *your* or *your travel companion's* connecting *common carrier*, such as a commercial airline, ferry, cruise ship, bus, limousine, taxi or train, caused by mechanical failure of that carrier, weather conditions, earthquakes or volcanic eruptions, unannounced strike, a traffic accident or emergency road closure by police.

CONDITIONS & LIMITATIONS: AIR FARE CANCELLATION

1. You must cancel *your* scheduled trip with the agent or *travel supplier* on the day the cause of cancellation occurs or on the next business day at the latest. Claim payment will be limited to the cancellation penalties specified in the trip contracts which are in effect on the next business day following the time the cause of cancellation occurs.
2. Cancellation or interruption of *your insured trip* as the result of *sickness or injury* requires written verification from the attending *physician* in the locality where the *sickness or injury* occurred, complete with the diagnosis and the medical reason for cancellation or interruption (or for delay beyond the scheduled date of return) of *your insured trip*. A "Physician's Statement" is included on the Travel Insurance Trip Cancellation/Interruption Claim Form. The information required on the Physician's Statement must be completed by the attending *physician* in order for the claim to be processed. If a *physician* was not consulted as required by these conditions or if the information required in the Physician's Statement is not completed by the attending *physician*, *your* claim will be denied. Settlement is limited to the amount of penalty that would have been levied by the *travel supplier* on the next business day following the date the *physician* first recommends cancellation.
3. If travel is delayed for more than 10 days beyond the scheduled *return date*, benefits will be payable only upon satisfactory proof that the delay resulted from the *hospital* confinement of *you*, *your travel companion*, an *immediate family member*, or a *key-person* who is accompanying *you* on the *insured trip*.
4. In the event a contracted *travel supplier* or carrier ceases operations, the amount payable under this *policy* for actual financial loss is limited to the amount in excess of the amount recoverable from a provincial compensation fund, up to the sum insured to a maximum of **\$5,000**. This *policy* will not pay any other amounts with respect to such loss, and will in no circumstances provide or be deemed to provide primary coverage in respect of such loss.

The *company's* maximum aggregate liability under this *policy* and all other policies issued by the *company*, as a result of the financial default of any one contracted *travel supplier*, is \$1,000,000 regardless of the number of claims. Where the aggregate eligible claims exceed this limit, the eligible claims will be reduced on a pro rata basis. The *company's* maximum aggregate liability under this *policy* and all other policies issued by the *company* under this benefit is limited to \$5,000,000 per calendar year regardless of the number of incidents of default of contracted *travel suppliers*. Where the aggregate eligible claims in a calendar year exceed this limit, the eligible claims will be reduced on a pro rata basis and will be paid after the end of the calendar year. In the event the bankruptcy or insolvency occurs prior to departure, the maximum payable to *you* will be the non-refundable prepaid travel expenses; after departure, the maximum payable to *you* will be the unused portion of prepaid non-refundable travel expenses.

5. The benefits under Trip Delay will apply provided *your* booked travel arrangements comply with the *travel supplier's* check-in procedure.
6. *Your* claim for non-refundable prepaid travel arrangements or extra cost incurred as a result of Trip Cancellation, Trip Interruption or

Trip Delay must be substantiated with the following documentation (delay in providing the required information may delay the settlement of the claim and failure to provide the required documentation may invalidate or reduce the amount of *your* claim):

- a) in the case of Delay or Cancellation, written confirmation from the delayed connecting *common carrier* stating the reason for the delay change and the period of the delay;
You must also provide *your* detailed itinerary of the travel arrangements originally booked which must confirm that ample connection times were allowed for each leg of the travel;
 - b) in all other cases *you* must provide to the *company* documentary evidence of the risk that is the cause of *your* cancellation, interruption or delay, such as a death certificate, medical report, police report, court documents or other such corroborating documents;
7. Any amount payable under this section will be reduced by any amount recoverable from another source (including but not limited to alternatives or replacement travel options offered by airlines, tour operators, cruise lines and other *travel suppliers*) for the same cause.
 8. Any liability under this benefit is subject to *you* not being aware, at the time of purchasing this *policy*, of any event that could reasonably prevent *you* from making the *insured trip* as booked.

EXCLUSIONS: AIR FARE CANCELLATION INSURANCE

This *policy* does not cover and no benefit is payable for any claim arising from:

1. *Your* knowledge at time of booking or *application* for this insurance of any reason why the *insured trip* might be cancelled or abandoned.
2. *Your*, *your spouse's*, *your travel companion's* or a *key-person's* *pre-existing condition* or related *medical condition* which was not **stable** during the **3-month** period before *your effective date*.
3. Cancellation/interruption claims caused by a *medical condition* that arises during *your* period of coverage and:
 - a) for which a *physician* had advised *you* not to travel; or
 - b) for which *you* had travelled with the intention of obtaining *medical treatment*; or
 - c) for which *you* had received a notice of a *terminal* prognosis prior to travel; or
 - d) which had produced medical symptoms which would have caused an ordinarily prudent person to seek medical advice.
4. Travel for the purpose of visiting a person suffering from a *medical condition* and the *medical condition* (or ensuing death) of that person is the cause of cancellation, interruption or delay of the *insured trip*.
5. Travel arrangements and expenses or losses related to travel arrangements not insured by this *policy*.
6. Losses that arise from missed connections or travel delay if there was insufficient connection time allowed under the originally booked travel arrangements.
7. Default by *your travel supplier* where:
 - i) at the time of booking the *travel supplier* was in receivership, insolvent or bankrupt or had sought protection from creditors under any bankruptcy, insolvency or similar legislation;
 - ii) the default is by a travel agency, agent or broker;
 - iii) the loss *you* incur is recoverable from any compensation plan or fund covering default by a *travel supplier* in *your* province or territory of residence in Canada; or
 - iv) loss arising as a result of the complete cessation of operations of a foreign *travel supplier* if the *travel services* to be provided by such foreign *travel supplier* are not part of an inclusive package.

GENERAL LIMITATIONS ON COVERAGE

Applicable to all sections of the *Policy*

With respect to “Acts of Terrorism”

Where an *act of terrorism* directly or indirectly causes *you* a loss for which benefits would otherwise be payable in accordance with the terms and conditions of this *policy*, this insurance will provide coverage as follows:

- We will provide benefits to *you* for *your* covered expenses up to a maximum aggregate of \$2,500,000 (CDN) for each *act of terrorism* (up to two (2) *acts of terrorism* within a calendar year); and
- The benefits payable, as described directly above, are in excess of all other potential sources of recovery, including alternative or replacement travel options offered by airlines, tour operators, cruise lines and other *travel suppliers* and other insurance coverage (even where such other coverage is described as excess) and will only become available after *you* have exhausted all such other sources.

Any benefits payable shall be subject to an overall maximum aggregate payable limit relating to all in-force travel policies issued by *us*, including this *policy*. If total claims otherwise payable for a type of coverage under all travel policies issued by *us*, resulting from one or more *acts of terrorism* occurring within an applicable time period, exceed this maximum aggregate payable limit, then the amount paid on each claim shall be reduced on a pro rata basis so that the total amount paid in respect of all such claims shall be the maximum aggregate payable limit.

If, in *our* judgment, the total of all payable claims under one or more *acts of terrorism* may exceed the applicable limits, *your* prorated claim may be paid after the end of the calendar year in which *you* qualify for benefits.

EXCLUSION TO THIS TERRORISM COVERAGE PROVISION

Notwithstanding any provision to the contrary within this *policy* or any endorsement thereto, this *policy* does not cover any liability, loss, cost or expense of whatsoever nature which is directly or indirectly caused by, resulting from, arising out of or in connection with any *acts of terrorism* perpetrated by or involving the utilization of biological, chemical, nuclear or radioactive means, regardless of any other cause contributing concurrently or in any other sequence to the liability, loss, cost or expense.

GENERAL EXCLUSIONS

Applicable to all sections of the *Policy*:

This insurance does not cover and no benefit is payable for any claim arising from:

1. Consequential loss of any kind, including loss of enjoyment and financial loss not otherwise specifically covered under this *policy*.
2. *Act(s) of terrorism* except as otherwise specifically provided in the General Limitations on Coverage Section of this *policy*.
3. • acts of war, whether declared or undeclared;
 - willing participation in a riot or civil disorder;
 - rebellion;
 - revolution;
 - ionizing radiation or poisoning of people by nuclear, radioactive, chemical and/or biological substances that causes sickness or death from any nuclear fuel or waste which results from the burning of nuclear fuels;
 - radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
4. Participation in armed forces training exercises or manoeuvres.

5. *Your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
6. *Your* minor mental or emotional disorders.
7. • Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *your insured trip*.
 - Any *medical condition* arising during *your insured trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
8. • routine pre-natal or post-natal care;
 - pregnancy, delivery, or complications of either, arising 9 weeks before the expected date of delivery or 9 weeks after.
9. *Your* child born during the *insured trip*.
10. Deliberate termination of *your* pregnancy.
11. Any expenses incurred by or on behalf of any person not named as an insured on the *application* for insurance.
12. Expenses which are recoverable or could have been recovered from any other source, including but not limited to any individual, group or prepaid employee insurance or private plan, credit card coverage, or *government health insurance plan* or any federal, provincial or other compensation fund.
13. *Your* commission of or attempt to commit any criminal offence or illegal act.
14. Fraud, concealment, or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder.
15. Any *medical condition* *you* suffer or contract when an official travel advisory was issued by the Canadian government stating “Avoid all non-essential travel” or “Avoid all travel” regarding the country, region or city of *your* destination, before the *effective date*.

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

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

DEFINITIONS

When italicized, the following words are defined as:

Acts of Terrorism or **Terrorism** means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a sitting government or occupying power; and/or
- promote political, social, religious or economic objectives.

Age means *your age* at time of *application*.

Application means the printed form, computer printout, invoice or document which is used to make an *application* for this insurance as provided by *your* travel agent or the multi-stepped forms that must be completed by the applicant when purchasing the insurance electronically through the website made available by Transat Distribution Canada. The *application* confirms the insurance coverage *you* have purchased, sets forth the departure date, *departure point* and *return date* of the *insured trip*, and forms an integral part of the *policy* contract. It may also include tickets or receipts issued by an airline, travel agent, tour operator, rental agency, cruise line or other accommodation or travel provider with whom arrangements were made for *your insured trip*.

Change in Medication means the medication dosage, frequency or type has been reduced, increased, or stopped or new medication(s) has/have been prescribed. **Exceptions:** the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) to test *your* blood levels; and a change from a brand-name medication to a generic brand medication of the same dosage.

Child/Children means *your* unmarried dependent son or daughter or *your* grandchild(ren) travelling with *you* or who join *you* during *your insured trip* and is either: i) under 26 years of *age*, or ii) *your* son, daughter or grandchild of any *age* who is mentally or physically disabled.

Common Carrier means a conveyance (such as a bus, taxi, train, boat, airplane) which is licensed, intended and used to transport paying passengers.

Company, we, us, our, means The Manufacturers Life Insurance Company and First North American Insurance Company.

Departure Date means the date *you* leave *home* on *your insured trip*.

Departure Point means the place *you* leave from on the first day of coverage and are scheduled to return or ticketed to return to on the last day of coverage.

Effective Date means the date on which *your* coverage begins.

- a) **For Air fare Cancellation Insurance prior to departure,** coverage begins at the date and time *you* pay the premium for that coverage (the purchase date of *your application*).
- b) **For all other benefits,** coverage starts on *your departure date*.

Emergency means a sudden and unforeseen *medical condition* that requires immediate *treatment*. An *emergency* no longer exists when the evidence reviewed by the Assistance Centre indicates that no further *treatment* is required at destination or *you* are able to return to *your* province or territory of residence for further *treatment*.

Government Health Insurance Plan means the health insurance coverage that a Canadian provincial or territorial government provides to its residents.

Home means the *departure point*.

Hospital means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Immediate Family or Immediate Family Member means *spouse*, parent, legal guardian, step-parent, grandparent, step-grandparent, grandchild, in-laws, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece or nephew.

Injury means sudden bodily harm that is caused directly by external and purely accidental means, and independent of *sickness* or disease.

Insured Travel Arrangement(s) means *travel services* booked through a *travel supplier* and insured by Transat Travel Insurance. In order to have full Trip Cancellation protection, the covered sum insured should correspond to the full value of *your* travel arrangements that are subject to cancellation penalties or restrictions (that is to say, the sum insured must be equal to the full value of the non-refundable portion of *your* travel arrangements).

Insured Trip means the period of coverage shown on *your application* for insurance under the *policy* and described in further detail in this *policy* booklet.

Key-person means someone to whom a dependent's full-time care is entrusted and who cannot reasonably be replaced, a business partner, or an employee who is critical to the ongoing affairs of *your* business, during the *insured trip*.

Medical Condition(s) means any disease, *sickness* or *injury* (including symptoms of undiagnosed conditions).

Minor Mental or Emotional Disorders means emotional or anxiety states, situational crisis, stress, anxiety or panic attacks, or other mental health disorders, which are *treated* with minor tranquilizers or anti-anxiety (anxiolytics) medication or for which no medication was prescribed.

Physician means a person:

- who is not *you* or a member of *your immediate family* or *your traveling companion*;
- licensed in the jurisdiction where the services are provided, to prescribe and administer *medical treatment*.

Policy means this Transat Air Fare Cancellation *Policy* and *your application* for insurance hereunder, which is issued in consideration of payment of the required premium.

Pre-Existing Condition(s) means any *medical condition* that exists before *your effective date*.

Return Date means the date on which *you* are scheduled to return to *your* departure point, as shown on *your application*.

Sickness means the acute illness, acute pain and suffering or disease that requires *emergency* *medical treatment* or hospitalization due to the sudden and unforeseen onset of symptoms during the period of coverage.

Spouse means someone to whom one is legally married, or with whom one has been residing and publicly represented as a *spouse*.

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

1. there has not been any new *treatment* prescribed or recommended, or change(s) to existing *treatment* (including a stoppage in *treatment*), and
2. there has not been any *change in medication*, or any recommendation or starting of a new prescription drug, and
3. the *medical condition* has not become worse, and
4. there has not been any new, more frequent or more severe symptoms, and
5. there has been no hospitalization or referral to a specialist, and
6. there have not been any tests, investigation or *treatment* recommended, but not yet complete, nor any outstanding test results, and
7. there is no planned or pending *treatment*.

All of the above conditions must be met for a *medical condition* to be considered *stable*.

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

Travel Companion means someone who shares travel arrangements with *you* on any one trip, up to a maximum of five persons including *you*.

Travel Services means transportation, sleeping accommodation or other service provided or arranged by a *travel supplier* for *your* use (but does not include taxes or insurance).

Travel Supplier means a tour operator, travel wholesaler, airline, cruise line, provider of ground transport or provider of travel accommodation or provider of other services to *you* that is:

- a) contracted to provide *travel services* to *you*; and
- b) licensed, registered or is otherwise legally authorized in the particular location of the *travel supplier* to operate and provide *travel services* as shown on *your application*.

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

Important: Any reference to testing, tests, test results, or investigations excludes genetic tests. "Genetic test" means a test that analyzes DNA, RNA or chromosomes for purposes such as the prediction of disease or vertical transmission risks, or monitoring, diagnosis or prognosis.

You or Your means a person who is eligible and named on the *application* for insurance under the *policy*, including *you*, *your spouse* or a dependent *child*, when family coverage is purchased and the required premium has been paid.

In this policy, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

GENERAL CONDITIONS

Statutory Conditions: Despite any other provision contained in the contract, the contract is subject to the applicable statutory conditions in the Insurance Act, as applicable in your province or territory of residence, respecting contracts of accident and sickness insurance.

Applicable Law: This *policy* is governed by the laws and regulations of the Canadian province or territory where this *policy* was issued.

Misrepresentation: This *policy* is issued on the basis of information in *your application* or provided in connection with *your application*.

When completing the *application*, *your* answers must be complete and accurate. In the event of a claim, we will review *your* medical history. If any of *your* answers are found to be incomplete or inaccurate:

- *your* coverage will be void;
- which means *your* claim will not be paid.

You must be accurate and complete in *your* dealings with *us* at all times.

We will not pay a claim if *you*, any person insured under this *policy* or anyone acting on *your* behalf makes a fraudulent, false or exaggerated statement or claim.

Contract: This *policy* is non-participating. *You* are not entitled to share in our divisible surplus.

The right of any person to designate persons to whom or for whose benefit insurance money is payable is restricted.

Conformity with Existing Laws: Any provision of this *policy* which is in conflict with any federal, provincial or territorial law where this *policy* is issued is hereby amended to conform to the minimum requirements of that law. In all other respects, the terms and provisions of this *policy* shall apply.

Currency: All premiums and benefits under this *policy* are payable in Canadian currency. To facilitate payments to providers, the *company* will pay claims in the currency of the country where the charges are incurred, based on: i) the rate of exchange set by any chartered bank in Canada on the last date of service, or ii) the date the payment is issued to the provider of service.

Premium Payment: *Your policy* takes effect when the required premium is paid, subject to the terms and conditions outlined in the *policy*. No coverage will be provided if: i) the required premium is not paid, ii) *your* cheque is not honoured, or iii) credit card charges are declined for any reason.

Limitation of Liability: *Our* liability under this *policy* is limited solely to the payment of eligible benefits, up to the maximum amount purchased, for any loss or expense. Neither *we*, upon making payment under this *policy*, nor *our* agents or administrators assume any responsibility for the availability, quality, results or outcome of any *treatment* or service, or *your* failure to obtain any *treatment* or service covered under the terms of this *policy*. The participation of the insurers is several and not joint and none of them will under any circumstances participate in the interest and liabilities of any of the others.

Limitation of Action: If *you* disagree with *our* claim decision, the matter may be submitted for judicial resolution under the applicable law(s) of the Canadian province or territory where *you* reside at the time of *your application* for this *policy*. If mutually agreeable, legal actions may also be brought in the province where the head office of the *company* is located.

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 in the *Limitations Act, 2002* in Ontario, or other applicable legislation.

CLAIM PROVISIONS

Where the *company* has paid expenses or benefits to *you* or on *your* behalf under this *policy*, the *company* has the right to recover, at its own expense, those payments from any applicable source or any insurance *policy* or plan that provides the same benefits or recoveries. This *policy* also allows the *company* to receive, endorse and negotiate eligible payments from those parties on *your* behalf. When the *company* receives payment from any Canadian provincial or territorial *government health insurance plan*, any other insurer or any other source of recovery to the *company*, the respective payor is released from any further liability with respect to the claim.

Secondary Coverage: Coverage under this *policy* is secondary to all other sources of recovery. Any benefits payable under this *policy* are in excess of any other coverage *you* may have with any other insurer or any other source of recovery.

Coordination of Benefits: Benefit payments under this *policy* will be coordinated with benefits available to *you* under any other insurance *policy* or plan, so that payments made under this *policy* and any other *policy* or plan do not exceed **100%** of the eligible expenses incurred. Coordination of benefits will be in accordance with the Coordination of Benefits Guidelines issued by the Canadian Life and Health Insurance Association with respect to Out of Country/Province Medical Expenses.

However, if *you* are covered as an active or retired employee under *your* current or former employer's group health insurance plan for Extended Health Care benefits and the lifetime maximum amount is:

- a) \$50,000 or less, Coordination of Benefits will not apply to such amount; or
- b) more than \$50,000, Coordination of Benefits will apply only to the amount of insurance in excess of \$50,000.

Notice of Claim and Proof of Claim: To make a claim for benefits under this *policy*, *your* written proof of claim and *your* fully completed Travel Insurance claim form(s) must be submitted to *us* within 90 days after the event, but not more than 12 months after the date of such event or loss. More information on the documentation that must be submitted with *your* written proof of claim is provided below.

Written proof of claim shall include:

- i) the completion of any claim forms furnished by the *company*;
- ii) original receipts;
- iii) a written report, complete with the diagnosis by the attending *physician*, if applicable, and any other form of documentation deemed necessary by the *company* to validate *your* claim;
- iv) documentation required by the *company* to substantiate cancellation, interruption, travel delay or *common carrier* schedule change if for other than medical reasons. If death is the cause of the claim, an official document such as a death certificate that establishes cause of death will also be required;

For example:

- copy of the subpoena if cancelling due to jury duty or being called as a witness;
- letter from *your* employer if cancelling due to a business meeting or job transfer;
- letter from the airline confirming the change in the scheduled flight or the cause of the flight delay.

Original substantiating claims documentation must be provided; however, the *company* may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable substantiation for a claim shall invalidate any claim under this *policy*. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the *company*.

Written claims correspondence should be mailed to:

Transat Travel Insurance

c/o Active Care Management

PO Box 1237

Station A

Windsor, ON N9A 6P8

Online Claims Submission

Visit ACM's website www.active-care.ca, to learn more about the claim submission process and to download the free ACM TravelAid™ mobile application.

For quick and easy claim submission, please have all of *your* documents available [in electronic format] and visit <https://manulife.acmtravel.ca> to submit *your* claim online.

You may also call the Assistance Centre directly to inquire about *your* claim status at **1 855 841-4788**.

For coverage information or general enquiries, please contact the Transat Customer Service Centre at **1 800 263-2356**.

email: transattravelinsurance@manulife.ca

Claim Payments: Benefit payments will be made to *you* or, to facilitate matters, to the service provider. In the event of *your* death, any balance remaining or benefits payable for loss of life will be paid to *your* estate.

Rights of the *Company* and Claimant: When *you* purchase this *policy*, *you* agree to provide the *company* with access to all pertinent records or information about *you* from any licensed *physician*, dentist, medical practitioner, *hospital*, clinic, insurer, individual, institution or other provider of service to determine the validity of any claim submitted by *you* or on *your* behalf.

Right of Examination: The *company* has the right, and *you* must afford it the opportunity, to have *you* medically examined when and as often as may be reasonably required, when a claim under this *policy* is pending. In the event of death, the *company* has the right to request an autopsy, subject to any laws relating thereto.

Right of Recovery: In the event that *you* are found to be ineligible for coverage or that a claim is found to be invalid or benefits are reduced in accordance with any *policy* provision, the *company* has the right to collect from *you* any amount which it has paid on *your* behalf to medical providers or other parties.

Subrogation: If *you* suffer a loss caused by a third party, the *company* has the right to subrogate *your* rights of recovery against the third party for any benefits payable to or on *your* behalf and will, at its own expense and in *your* name, execute the necessary documents and take action against the third party to recover such payments. *You* must not take any action or execute any documents after the loss that will prejudice the *company's* rights to such recovery.

NOTICE ON PRIVACY:

Your privacy matters. We are committed to protecting the privacy of the information *we* receive about *you* in the course of providing the insurance *you* have chosen. While *our* employees need to have access to that information, *we* have taken measures to protect *your* privacy. We ensure that other professionals, with whom the *company* works in giving *you* the services *you* need under *your* insurance, have done so as well. To find out more about how *we* protect *your* privacy, please read below *our* Notice on Privacy and Confidentiality.

Notice On Privacy And Confidentiality. The specific and detailed information requested on the *application* form is required to process the *application*. To protect the confidentiality of this information, Manulife will establish a "financial services file" from which this information will be used to process the *application*, offer and administer services and process claims. Access to this file will be restricted to those Manulife employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person *you* authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. *Your* file is secured in our offices or those of our administrator or agent.

You may request to review the personal information it contains and make corrections by writing to:

Privacy Officer, Manulife, P.O. Box 1602, Waterloo, Ontario N2J 4C6.

You may also visit Manulife at:

<https://www.manulife.ca/privacy-policies.html> for further details about our Privacy Policy.

The Manufacturers Life Insurance Company
First North American Insurance Company

August 2020



Manulife, P.O. Box 670, Stn Waterloo, Waterloo, ON N2J 4B8.

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Accessible formats and communication supports are available upon request.

Visit Manulife.ca/accessibility for more information.

TRAVEL ASSISTANCE.

ANYWHERE IN THE WORLD.

Before *you* travel, be sure to download ACM's free assistance & claims app, **ACM TravelAid™**. The GPS-enabled **ACM TravelAid™**, available from Google Play and App store, provides travellers with the following services, from anywhere in the world:

- Direct link to the Assistance centre
- Healthcare provider information
- Directions to the nearest medical facility
- Official travel advisories
- Travel tips
- Claim submission support

The TravelAid mobile app can also provide *you* with local emergency telephone numbers (such as 911 in North America), and pre- and post departure travel tips. *We* recommend that *you* download the app before *you* travel to avoid incurring roaming charges that may apply at *your* destination.

HELP IS JUST A PHONE CALL AWAY.

Enjoying *your* trip should be the first thing on *your* mind. *Our* Assistance Centre is there to help *you* with the following and provide multilingual support 24 hours a day, every day of the year:

Pre-Trip Information

- ✓ Passport and Visa information
- ✓ Health hazards advisory
- ✓ Weather information
- ✓ Currency exchange information
- ✓ Consulate and Embassy locations

During A Medical Emergency

- ✓ Verifying and explaining coverage
- ✓ Referral to a doctor, *hospital*, or other health care providers
- ✓ Monitoring *your* medical *emergency* and keeping *your* family informed
- ✓ Arranging for return transportation *home* when medically necessary
- ✓ Arranging direct billing of covered expenses (where possible)

Other Services

- ✓ Assistance with lost, stolen or delayed baggage
- ✓ Assistance in obtaining emergency cash
- ✓ Translation and interpreter services in a medical *emergency*
- ✓ Emergency message services
- ✓ Help to replace lost or stolen airline tickets
- ✓ Assistance in obtaining prescription drugs
- ✓ Assistance in obtaining legal help or bail bond

Our Assistance Centre is there to help you 24 hours a day, every day of the year.

1 800 764-6539 toll-free from the USA and Canada
+1 (519) 251-7488 collect where available.

Our Assistance Centre can also be contacted through the **ACM TravelAid™** mobile application.

