Manulife Global Air Fare Cancellation Policy



This policy is 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 1 866 298-2722.

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.

To be eligible for insurance under this policy, *you* must meet all the eligibility requirements outlined on Page 3 of this policy.

A *pre-existing condition* exclusion applies to *your Trip* Cancellation & *Trip* Interruption Insurance coverage. It is *your* responsibility to review and understand the *pre-existing condition* exclusion that applies to *you* (listed on Page 4).

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

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

1 800 211-9093 toll-free from the USA and Canada, +1 (519) 251-7821 collect where available.

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

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 service under this policy. Please note that risks identified with ‡ throughout this document are covered by FNAIC.

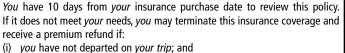


Everyone wants to have a carefree trip and should be able to travel with confidence in their travel insurance purchase. Most people travel every day without a problem, but if something does happen, the member companies of the Travel Health Insurance Association of Canada (THiA) want you to know your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

10-Day Free Look to Review this Policy



(ii) there is no claim in progress.

To request a premium refund, simply contact *your* travel agent from whom *you* purchased the insurance.

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

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INTRODUCTION

Policy Contract

This is *your* insurance policy, a contract detailing terms and conditions of the insurance coverage *you* purchased. Coverage under this policy is issued on the basis of information provided in *your* application. *Your* entire contract with *us* consists of: this policy; *your* application for this policy; the *confirmation* issued in respect of that application; and any other amendments or endorsements resulting from extensions of coverage.

How to contact us

Prior to travelling, or when travelling and *you* require *emergency* assistance, call **1 800 211-9093** toll-free from the USA and Canada

+1 (519) 251-7821 collect where available

For coverage information or general enquiries, please contact Manulife Travel Customer Service at **1 866 298-2722**.

SCHEDULE OF BENEFITS

Air Fare Cancellation Policy		
Eligible <i>Age</i>	No Limit	
Trip Cancellation & Trip Interrruption		
Trip Cancellation	Covered Amount Selected (covered amount insured)	
Trip Interruption	Unlimited	
Early Return	Economy Class Fare	
Accommodation & Meals	\$100	
Delayed Return / <i>Trip</i> Delay Accommodation & Meals	See page 4 \$150/day maximum \$300	
Default Protection	See Page 4	
Act of Terrorism Coverage	See Page 5	

ELIGIBILITY

You are NOT eligible for coverage if:

- a) you have been advised by a physician not to travel; and/or
- b) *you* have been diagnosed with a terminal illness with less than 6 months to live; and/or
- c) you have a kidney condition requiring dialysis; and/or
- d) *you* have used home oxygen during the 12 months prior to the date of application.

GENERAL INFORMATION ABOUT YOUR TRAVEL INSURANCE

Coverage must be for the entire time that *you* are away from *home* and *you* must pay the required premium to *your* travel agency before *you* leave *home*.

THE DATE YOUR COVERAGE STARTS / YOUR EFFECTIVE DATE OF COVERAGE

For Trip Cancellation Insurance, coverage starts at the date and time *you* pay the premium for that coverage.

For Trip Interruption Insurance and Trip Delay Insurance coverage starts on your departure date.

THE DATE YOUR COVERAGE ENDS / YOUR COVERAGE EXPIRY DATE

For Trip Cancellation Insurance, coverage ends on your departure date as shown on your confirmation.

For *Trip* Interruption Insurance and *Trip* Delay Insurance coverage ends on the earlier of:

a) the date when you return to your departure point; or

b) on the expiry date as shown on your confirmation.

ADDITIONAL INFORMATION

AUTOMATIC EXTENSION

Under *Trip* Interruption Insurance, *we* will extend *your* coverage automatically beyond the date *you* were scheduled to return *home* as per *your confirmation:*

- for up to 10 days, if *you* have an *emergency* that prevents *you* from returning *home* on that date; or
- for up to 30 days, if *you* are hospitalized and that hospitalization prevents *you* from returning *home* on that date.

However, if travel is medically possible before the applicable 10 or 30 days have passed, *we* will honour *your* claim for eligible expenses only until such earlier date.

In any case, we will not extend any coverage beyond 12 months after your effective date of insurance.

TO STAY LONGER THAN PLANNED

Extensions: If *you* have not left *home* yet, simply contact *your* travel agency 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.

Any extension is subject to the approval of the Assistance Centre.

AIR FARE CANCELLATION INSURANCE

You must purchase coverage for the full value of the non-refundable portion of the prepaid airfare that you booked for your trip.

Benefits – What does Air Fare Cancellation Insurance cover? A. *Trip* Cancellation Insurance - Prior to *your departure date*

If *you* are unable to travel and must cancel *your trip* due to a covered event listed immediately below that occurs before *you* leave *home, we* will pay up to the covered amount indicated on *your confirmation*, for:

- i. the prepaid unused portion of the airfare booked for *your trip* that is non-refundable; or
- ii. the change fee charged by the airline on existing tickets if this option is available.

What are the conditions that apply to the Air Fare Cancellation Policy *Trip* Cancellation Insurance?

To cancel a *trip* before *your* scheduled *departure date, you* must cancel *your trip* with the agent or *travel supplier* on the day the cause of cancellation occurs or on the next business day <u>at the latest</u>. Claims 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.

Cancellation for a *medical condition* must be recommended by the *physician* attending the person who is the cause of the claim.

B. Trip Interruption Insurance - On or after your departure date

If your trip is interrupted due to a covered event listed immediately below that occurs after you leave home, we will pay for:

- i. the extra cost of one-way economy transportation via the most costeffective itinerary (being the lesser of a one-way economy fare or change fee charged by the airline of the existing ticket if this option is available) to return *home*.
- ii. in addition, *we* will pay *your* additional and unplanned hotel and meal expenses, *your* essential phone calls, internet usage fees and taxi fares (or car rental in lieu of taxi fares) to a maximum of up to \$100.
- iii. in the event of your death, your estate will be reimbursed to a maximum of \$5,000, for the reasonable costs incurred for either:
 - the preparation and transportation of your remains back to your home; or
 - 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.

Events Covered Under *Trip* Cancellation and/or *Trip* Interruption Insurance:

Medical Related Events

- 1. You or your travel companion develop(s) a medical condition.
- 2. A member of *your immediate family* or *your key-person*, a member of *your travel companion's immediate family* or their *key-person*, develops a *medical condition*.
- 3. The person whose guest *you* will be during *your trip* is admitted to a *hospital* in an *emergency* or is quarantined.
- 4. ‡ Sickness or injury of your service dog, provided that you are an individual with a disability (physical, psychiatric or mental disability), and travel arrangements have been made for the dog to accompany you on your trip. For this benefit to apply, the travel arrangement cost for your service dog must be included in the covered amount insured.
- You, your spouse, your travel companion or your travel companion's spouse are quarantined.

Death

- 6. You or your travel companion die(s).
- A member of your immediate family or your key-person, a member of your travel companion's immediate family or their key-person dies.
- 8. The person whose guest you will be during your trip dies.

9. ‡ Death of *your* service dog, provided that *you* are an individual with a disability (physical, psychiatric or mental disability), and travel arrangements have been made for the dog to accompany *you* on *your trip*. For this benefit to apply, the travel arrangement cost for *your* service dog must be included in the covered amount insured.

Government and Legal

10. ‡You, your spouse, your travel companion or your travel companion's spouse are called to jury duty or to be a defendant in a civil suit or are subpoenaed to be a witness during your trip.

Accommodations

11. ‡You, your spouse, your travel companion or travel companion's spouse are unable to occupy your/their principal residence or to operate your/their place of business because of an event that is independent of any intentional or negligent act on your/their part.

Hijacking

 ‡You, your spouse, your travel companion or your travel companion's spouse are hijacked.

C. Trip Delay Insurance - On or after your departure date

If *your trip* is delayed due to a covered event listed immediately below that occurs after *you* leave *home, we* will pay for:

- i. the extra cost of one-way economy transportation via the most cost-effective itinerary (being the lesser of a one-way economy fare or change fee charged by the airline of the existing ticket if this option is available) to either catch-up to your next destination or to return home.
- ii. *your* additional and unplanned hotel and meal expenses, *your* essential phone calls, internet usage fees and taxi fares (or car rental in lieu of taxi fares) up to \$150 per day to a maximum of \$300.

Events Covered under Trip Delay

Medical Related Events

- 1. You or your travel companion develop(s) a medical condition.
- 2. A member of your immediate family or your key-person, a member of your travel companion's immediate family or their key-person, develops a medical condition.
- 3. The person whose guest *you* will be during *your trip* is admitted to a *hospital* in an *emergency* or is quarantined.

Death

- 4. You or your travel companion die(s).
- 5. A member of *your immediate family* or *your key-person*, a member of *your travel companion's* immediate family or their *key-person* dies.
- 6. The person whose guest you will be during your trip dies.

Transportation

7. ‡ You miss a connection or must interrupt your trip because of the delay of your connecting private passenger vehicle, when the delay is caused by the mechanical failure of your connecting private passenger vehicle, a traffic accident, an emergency police-directed road closure, weather conditions, earthquakes or volcanic eruptions. Your connecting private passenger vehicle must have been scheduled to arrive at your point of boarding in time to comply with the travel supplier's check-in procedure.

Exclusions & Limitations – What does Air Fare Cancellation Insurance <u>not</u> cover?

We will not pay for losses or expenses incurred for, or as the result of, the following events:

- We will not cover any expenses for a medical condition related to you, your spouse, or your children, if that medical condition was not stable in the 3 months before the insurance purchase date or application date as indicated on your confirmation. In addition to the "stable" requirement, we will not cover any expenses relating to:
 - your/their heart condition if, in the 3 months before the insurance purchase date or application date as indicated on your confirmation, any of your/their heart condition(s) has/have not been stable or you/ they have taken any form of nitroglycerine for the relief of angina pain; and/or
 - your/their lung condition if, in the 3 months before the insurance purchase date or application date as indicated on your confirmation, any of your/their lung condition(s) has/have not been stable or you/ they required treatment with oxygen or prednisone for any lung condition.
- Any reason, circumstance, event or *medical condition* affecting *you* or anyone, which *you* were aware of on or before the date *you* purchased this coverage, and which may eventually prevent *you* from starting and/ or completing *your* covered *trip* as booked when *you* purchase this insurance coverage.

- 3. The *medical condition* or death of a person who is ill when the purpose of *your trip* is to visit that person.
- 4. *Your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
- 5. Any claim that results from or is related to *your* commission or attempted commission of a criminal offence or illegal act.
- 6. Any *medical condition* that is the result of *you* not following *treatment* as prescribed to *you*, including prescribed medication.
- 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 trip*.
 - Any *medical condition* arising during *your trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
- 8. Any loss resulting from your minor mental or emotional disorder.
- 9. 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.
- 10. *Your* child born during the *trip*.
- 11. A medical condition:
 - when you knew or for which it is reasonable to believe or expect that treatment will be required during your trip; and/or
 - for which future investigation or *treatment* was planned before *you* left *home*; and/or
 - which caused symptoms that would have caused an ordinarily prudent person to seek *treatment* in the 3 months before leaving *home;* and/or
- that caused a *physician* to advise *you* not to go on *your trip*.
 12. A travel visa that is not issued because of a late application.
- An act of war or act of terrorism. Limited coverage applies with respect to an act of terrorism as described in the Act of Terrorism Coverage provision.
- 14. Any *act of terrorism* or 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 *your 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.

DEFAULT PROTECTION COVERAGE

We will provide *Default* Protection coverage subject to the benefit limits and exclusions listed below.

If you:

- a) have contracted with a *travel supplier* who *defaults*; and
- b) as a result of the *default*, *you* do not receive part or all of the *travel services* for which *you* have contracted; and
- c) cannot recover all of the cost of such undelivered *travel services* either from the *travel supplier*, any federal, provincial or other compensation fund, or from any other source that is legally responsible or under contract to reimburse *you* for the cost of such undelivered *travel services*,

then, we will reimburse you as follows:

a) for default prior to your departure date:

- the non-refundable portion of the amount that you prepaid for such undelivered travel services up to the covered amount of the Trip Cancellation coverage that you purchased in connection with your trip; or
- b) for default after your departure date:
 - the non-refundable portion of the amount that *you* prepaid for such undelivered *travel services*, except prepaid unused transportation *home*; and
 - your additional and unplanned hotel and meal expenses, your essential phone calls and taxi fares up to a maximum of \$200 per day for up to 3 days; and
 - the extra cost of *your* economy class transportation via the most costeffective itinerary to *your* next destination or to return *you home*.

Benefit Limits

The amount payable to *you* in respect of any <u>one</u> *trip* will not exceed \$3,500 CDN; and will not exceed \$7,500 CDN for all persons who are covered under the same Manulife Global Air Fare Cancellation Policy. Any benefits payable shall also be subject to an overall maximum aggregate payable limit specified below relating to all in-force travel policies issued by *us*, including this policy.

If total claims otherwise payable for this type of coverage under all travel policies issued by *us*, resulting from the *default* of one or more *travel suppliers* occurring within an applicable time period, exceeds the 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.

The maximum aggregate limits are:

- a) \$1,000,000 CDN with respect to the *default* of any one (1) *travel supplier*; and
- b) \$3,000,000 CDN with respect to all *defaults* of all *travel suppliers* occurring in the same calendar year.

If, in *our* judgment, the total of all payable claims on account of the *default* of one or more *travel suppliers* exceeds the applicable limits, *your* pro-rated claim may be paid after the end of the calendar year in which *you* qualify for benefits.

Exclusions

We will not cover any expenses caused by or resulting from any of the following:

- a) Loss or damage, incurred by *you*, which is or can be recovered from any other source, including any federal, provincial or other compensation fund;
- b) Loss arising as a result of a *default* if, at the time of booking, the *travel* supplier is bankrupt, insolvent or in receivership or has sought protection from creditors under any bankruptcy, insolvency or similar legislation;
- c) Loss arising as a consequence of the bankruptcy or insolvency of a retail travel agent, agency or broker;
- d) Loss arising as a result of the *default* of a foreign *travel supplier* if the *travel services* to be provided by such foreign *travel supplier* are not part of a package tour sold to *you* (package tour for this exclusion means a travel itinerary which would include transportation, accommodation and possibly meals, packaged together for one price);
- e) Insurance purchased or trips booked after the default; or
- f) Travel services that were actually provided.

ACT OF TERRORISM COVERAGE

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 eligible 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 to 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 Act of 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 *act of terrorism* perpetrated by 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.

WHAT ELSE DO YOU NEED TO KNOW?

General Conditions

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance, either at time of application for this policy (including any request for extension of coverage for benefits), at the time of claim or at any other moment during *your* coverage period. *We* will not pay a claim if *you*, any person insured under this policy or anyone acting on *your* behalf attempt to deceive *us* or makes a fraudulent, false or exaggerated statement or claim.

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. 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.

This policy shall be governed by and construed in accordance with the laws of the province or territory of residence of the insured.

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.

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.

Premium

The required premium is due and payable at the time of purchase and will be determined according to the schedule of premium rates then in effect. Premium rates and policy terms and conditions are subject to change without prior notice.

Upon payment of premium, this document becomes a binding contract provided it is accompanied by a *confirmation* upon which a contract number appears and *we* have received *your* completed application prior to *your departure date*. If the premium is insufficient for the period of coverage selected, *we* will:

- 1. charge and collect any underpayment; or
- 2. shorten the policy period by written endorsement if an underpayment in premium cannot be collected.

Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

Subrogation

How does this insurance work with other coverages that *you* may have?

This is second payor coverage. *You* may have other in-force plans or contracts such as, but not limited to, third party liability, auto insurance, group or individual health insurance providing *hospital*, medical or therapeutic coverage. In this case, the amounts payable under this insurance are limited to that portion of *your* eligible expenses that are in excess of the amounts provided by those other in-force plans or contracts.

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. *We* will coordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this insurance, to a maximum of the largest amount specified by any such insurer.

In addition, we have full rights of subrogation. In the event of a payment of a claim under this policy, we will have the right to proceed, in *your* name, but at *our* expense, against third parties who may be responsible for giving rise to a claim under this policy. *You* will execute and deliver such documents as are necessary and cooperate fully with us to allow us to fully assert *our* rights. *You* must do nothing to prejudice such rights.

If *you* are insured under more than one insurance policy underwritten by *us*, the total amount *we* pay to *you* cannot exceed *your* actual expenses; and the maximum *you* are entitled to is the largest amount specified for the benefit in any one policy.

IN THE EVENT OF A CLAIM

In the Event You need Assistance

The Assistance Centre is ready to assist you 24 hours a day, every day of the year.

1 800 211-9093 toll-free from the USA and Canada or +1 (519) 251-7821 collect where available

To Make a Claim for Benefits

To make a claim for benefits under this policy, your written proof of claim and your fully completed Manulife 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 on the following pages.

Written claims correspondence should be mailed to:

Manulife Global Travel Insurance c/o Active Care Management PO BOX 1237, Station A, Windsor, ON N9A 6P8

Online Claims Submission

For quick and easy submission of your Proof of Claim, visit https://manulife.acmtravel.ca and please have all of your documentation available [in electronic format].

You may also call the Assistance Centre directly to inquire about your claim status at: 1 855 841-4793

For coverage information or general enquiries, please contact Manulife Travel Customer Service at 1 866 298-2722.

If you are making a Trip Cancellation & Trip Interruption Insurance claim, we will need proof of the cause of the claim, including:

- a) a medical certificate completed by the attending physician and stating why travel was not possible as booked, if the claim is for medical reasons;
- b) a report from the police or other responsible authority documenting the reason for the delay if your claim is due to a misconnection or trip delay, or
- other appropriate documentation if the claim is not for medical reasons. c) For example: copy of the subpoena if cancelling due to jury duty or being called as witness. 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.

We will also need, as applicable:

- a) complete original unused transportation tickets and vouchers;
- b) original passenger receipts for the new tickets you had to purchase;
- c) original receipts for the travel arrangements you had paid in advance and for the extra hotel, meal, telephone, internet usage fees, taxi fares or car rental expenses you may have had;
- d) any other invoice or receipt supporting your claim; and
- e) the entire medical file of any person whose health or medical condition is the reason for your claim.

If you are making a Default Protection claim, we must receive written notice of the claim within 60 days of the day on which the travel supplier announces that it is in *default*. You must submit proof of loss (including original receipts, proofs of payment to travel suppliers, proof of payment for insurance, unused transportation or accommodation documents and, where appropriate, evidence of claim to or reimbursement from any federal, provincial or other compensation fund, or other insurance, or any other source (including credit card companies) that is legally responsible or under contract to reimburse you for the cost of such undelivered travel services) no later than 30 days immediately after such filing deadline.

Who will we pay your benefits to if you have a claim?

Except in the case of your death, we will pay the reasonable and customary expenses under this insurance to you or the provider of the service, less any applicable deductible. Any sum payable for loss of life will be payable to your estate. You must repay us any amount paid or authorized by us on your behalf if we determine that the amount is not payable under your policy. All amounts shown throughout this contract are in Canadian dollars. If currency conversion is necessary, we will use our exchange rate on the date you received the service outlined in *your* claim. We will not pay for any interest under this insurance.

Is there anything else you should know if you have a claim?

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 application for this policy.

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.

For the purposes of determining the validity of a claim under this policy, we may obtain and review the medical records of the attending physician(s), including the records of the regular physician(s) at home. These records may be used to determine the validity of a claim whether or not the contents of the medical records were made known to you before you incurred a claim under this policy. In addition, we have the right, and you shall afford us the opportunity, to have you medically examined when and as often as may reasonably be required while benefits are being claimed under this policy. If you die, we have the right to request an autopsy, if not prohibited by law.

DEFINITIONS

When italicized in this policy, the term:

Act(s) of 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.

Act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

Age means your age at time of application.

Change in medication means the medication dosage, frequency or type has been reduced, increased or stopped, and/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 joins you during your trip and is either: i) under 21 years of age;

ii) under 26 years of age if full-time student; or

iii) your child of any age who is mentally or physically disabled.

Confirmation means the application for this policy, and any other documents confirming your insurance coverage once you have paid the required premium; and where applicable, includes the medical questionnaire and your trip arrangements. 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 you made arrangements for vour trip.

Default means the inability of a travel supplier to provide travel services for which you have contracted with the travel supplier, because of complete or substantially complete cessation of business by the travel supplier resulting directly or indirectly from bankruptcy or insolvency thereof.

Departure date means the date you leave for your trip.

Departure point means the place you leave from for your trip and are going to return to.

Effective date means the date on which your coverage starts.

- For *Trip* Cancellation Insurance, coverage starts at the date and time you pay the premium for that coverage, indicated as the purchase date on your confirmation.
- For Trip Interruption Insurance and Trip Delay Insurance, 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 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*.

Expiry date means the date your coverage ends.

- For *Trip* Cancellation Insurance, coverage ends on *your* departure date as shown on *your confirmation*.
- For *Trip* Interruption Insurance and *Trip* Delay Insurance, coverage ends on the earlier of:
- a) the date when you return to your departure point; or
- b) on the expiry date as shown on your confirmation.

Heart condition means **ANY** disorder relating to the heart. *Heart conditions* include but are not limited to the following:

- An abnormal cardiac test result
- Atrial fibrillation
- · Chest pain or discomfort due to the heart, or angina
- Heart failure, or heart attack, or myocardial infarction, or cardiac arrestHeart murmur (Does not include a murmur that existed as a child if the
- physician has advised that there is no murmur as an adult.)
- Narrowing or blockage of a coronary artery, or coronary artery disease
- Prior heart surgery of any kind, including but not limited to angioplasty, bypass surgery, valvuloplasty, valve replacement, heart ablation surgery, heart transplantation or surgery for any congenital heart disorder
- Any heart valve disorder, or any rapid, or slow, or irregular heartbeats or heart rates for which a *physician* has prescribed medication, or for which there has been surgery or cardioversion
- Treatment with a pacemaker or a cardiac defibrillator device
- Water on the lungs or swelling of the ankles due to a heart disorder.

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 means *spouse*, parent, legal guardian, step-parent, grandparent, step-grandparent, grandchild, in-law, 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 by external and purely accidental means, and independent of *sickness* or disease.

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 *trip*.

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

Minor mental or emotional disorder means:

- having anxiety or panic attacks, or
- being in an emotional state or in a stressful situation.

A *minor* mental or emotional disorder is one where your treatment includes only minor tranquilizers or minor anti-anxiety (anxiolytics) medication or no prescribed medication at all.

Physician means a person:

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

Pre-existing condition means any *medical condition* that exists prior to *your effective date*.

Reasonable and customary means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

Sickness means illness, disease, disorder or any symptom.

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

Stable means 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*.

Travel companion means someone who shares *trip* arrangements with *you* on any one *trip*, up to a maximum of 5 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 confirmation*.

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.

Trip means the period of time between *your* effective date and expiry date as shown on *your confirmation*.

Vehicle includes any private or rental passenger automobile, boat, mobile home, camper truck or trailer home which *you* use during *your trip* exclusively for the transportation of passengers (other than for hire).

We, us, our means FNAIC in connection with risk identified with throughout this document; and Manulife in connection with all other coverages under this policy.

You, your means the person(s) named as the insured(s) on the *confirmation*, for whom insurance coverage was applied for and for whom the appropriate premium was received by *us*.

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.

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 we work 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 *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

Manulife

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

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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.

Our multilingual Assistance Centre is there to help and support *you* 24 hours a day, every day of the year, with:

Pre-Trip Information

- / Passport and Visa information
- √ Health hazards advisory
- √ Weather information
- $\sqrt{}$ Currency exchange information
- $\sqrt{}$ Consulate and Embassy locations

During A Medical Emergency

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

Other Services

- $\sqrt{}$ Assistance with lost, stolen or delayed baggage
- $\sqrt{}$ Assistance in obtaining emergency cash
- $\sqrt{}$ Translation and interpreter services in a medical *emergency*
- √ Emergency message services
- $\sqrt{}$ Help to replace lost or stolen airline tickets
- $\sqrt{}$ Assistance in obtaining prescription drugs
- $\sqrt{}$ 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.

1 800 211-9093 toll-free from the USA and Canada +1 (519) 251-7821 collect where available. Our Assistance Centre can also be contacted through the ACM TravelAid[™] mobile application.



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