



Transat

Trip 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 _____

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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 TRIP 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* 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 9 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

TRIP CANCELLATION POLICY	
Eligible Age	All ages
TRIP CANCELLATION – INTERRUPTION – DISRUPTION INSURANCE	
Cancel for Any Reason	14 days or more prior to departure: 50% of Non-Refundable Prepaid Insured Travel Arrangements
Trip Cancellation – Non-Refundable Prepaid Insured Travel Arrangements	Up to Sum Insured selected on the application (covered amount insured)
Trip Interruption - Unused Non-Refundable Prepaid Insured Travel Arrangements	Up to Sum Insured selected on the application (covered amount insured)
Transportation	Economy Class Fare
Tour Cruise Cancellation	Up to \$1,500
Common Carrier Schedule Change	Up to \$1,000
Accommodation & Meal Expenses for Interruption and/or Disruption	\$150 per day – Maximum \$450
TRAVEL DELAY & SPECIAL EVENTS INSURANCE	
Travel Delay	Up to \$450

POLICY PARAMETERS

The Transat Trip 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 183 days	- Coverage must be purchased for the full duration of the <i>insured trip</i> and the selected sum insured should be equal to the full value of <i>your</i> prepaid non-refundable travel arrangements. - Trips over \$30,000 require a separate <i>application</i> .

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*.

Under Trip Cancellation Insurance - Cancel for Any Reason, the cancel for any reason benefit does not apply if *you* did not purchase *your policy* within **72** hours of *your* initial trip booking or before any cancellation penalties became applicable.

THE DATE YOUR COVERAGE STARTS / YOUR EFFECTIVE DATE OF COVERAGE

For Trip Cancellation Insurance, 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 Trip Cancellation Insurance, 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 beyond the date *you* were scheduled to return *home* as per *your application*:

- a) for up to 10 days, if *you* have a *medical condition* that prevents *you* from returning *home* on that date; or
- b) for up to 30 days, if *you* are in *hospital* and that hospitalization prevents *you* from returning *home* on that date.

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

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.

TRIP CANCELLATION, TRIP INTERRUPTION AND TRIP DISRUPTION INSURANCE

To be sure *you* have full coverage for *your insured trip*, *you* must have purchased Trip Cancellation, Trip Interruption and Trip Disruption coverage within seventy-two (72) hours of *your* initial trip booking OR before any cancellation penalties applied.

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.

When Does Coverage Apply?

Trip Cancellation applies when a covered event occurs prior to *your departure date*.

Trip Interruption applies when a covered event occurs on or after *your departure date*.

Cancellation of Your Tour/Cruise applies when *your* Tour/Cruise is cancelled for reasons specified in the Tour/Cruise Cancellation Benefit section of the *policy*.

Trip Disruption applies when a covered event affects the course of *your* travel to and from *your departure point* and causes a delay of *your* departure or delay of *your* return back to *your departure point*.

IMPORTANT CONDITION TO YOUR TRIP CANCELLATION COVERAGE CANCEL FOR ANY REASON

If *you* **DO NOT** qualify for cancellation benefits under **Events Covered Under Trip Cancellation Insurance**, and *you* want to cancel *your insured trip* for any other reason, consider submitting a claim under this **"Cancel for any Reason"** benefit.

Cancel for any Reason coverage is available only:

- a) If *you* purchased *your policy* within 72 hours of *your* initial trip booking, or
- b) Before any cancellation penalties became applicable.

If *you* cancel for any reason and decide not to travel before *you* leave *home*, we will provide coverage as follows:

- *you* may cancel **14 days** or more before *your* scheduled departure date and time shown on the *application* and *you* will be reimbursed **50%** of the non-refundable portion of *your* prepaid *insured travel arrangements*.

Trip Cancellation Insurance - Prior to Departure

Trip Cancellation Insurance coverage starts at the time and date *you* pay the premium for that coverage (the purchase date on *your application*).

Trip Cancellation Insurance coverage ends on the earlier of:

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

Benefits - What does Trip Cancellation Insurance cover?

If *you* must cancel *your insured trip* prior to the departure date shown on the *application* as the result of the occurrence of any one of the Covered Events 1–33 (listed in the section Events Covered Under Trip Cancellation or Trip Interruption Insurance), *you* will be reimbursed up to the **sum insured** selected on *your application* for this insurance;

- a) the non-refundable portion of *your* prepaid *insured travel arrangements*, published Transat service fees, published Transat cancellation fees as well as other administrative handling fees and service fees specifically indicated on *your application*; or
- b) the next occupancy charge, if *your travel companion* with whom *you* have prepaid shared accommodation cancels and *you* elect to travel as originally planned; or
- c) the change fee charged for rebooking *your insured travel arrangements* when such an option is made available by a Transat Distribution Canada *Travel Supplier*.

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.

Trip Interruption Insurance - On or After Departure

Trip Interruption Insurance coverage starts on *your departure date*.

Trip Interruption Insurance 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*.

Benefits - What does Trip Interruption Insurance cover?

If *your insured trip* is interrupted on or after the departure date shown on the *application*, as the result of the occurrence of any one of the Covered Events 1–33 (listed in the section Events Covered Under Trip Cancellation or Trip Interruption Insurance), *you* will be reimbursed:

1. The extra cost of one-way economy class transportation via the most cost-effective itinerary, to continue *your insured trip* as originally booked, or to return to the original *departure point*.
If *you* are required to interrupt *your insured trip* to attend a funeral or go to the bedside of a hospitalized *immediate family member*, *you* have the option to purchase a round-trip ticket and *you* will be reimbursed for the cost of the round-trip ticket, up to the amount of one-way economy class fare back to *your departure point*.
2. Up to the **sum insured** selected on *your application* for this insurance for :
 - a) The unused non-refundable prepaid portion of *your insured travel arrangements* (except the cost of prepaid unused transportation back to *your departure point*); or
 - b) If applicable, the next occupancy charge if *your travel companion*, with whom *you* have prepaid shared accommodation, cancels and *you* elect to continue the *insured trip* as originally planned.
3. Up to the **sum insured** selected on *your application* for this insurance for published cancellation fees imposed for the early return of a rental vehicle prior to the contracted date of return and published cancellation fees imposed by hotels for unused accommodations.
4. Extra expenses incurred for commercial accommodation and meals, essential telephone calls, internet usage fees and taxi fares caused by the interruption of *your insured trip* due to the occurrence of any one of the Covered Events 1 to 33, up to **\$150 per day** to a maximum of **\$450**.

4 Original receipts must be provided when claiming this benefit.

5. If *you* were not able to attend a land excursion, entertainment or sporting activities (includes green fees, ski lift tickets, amusement park passes) that *you* had booked while *you* were on *your insured trip*, *you* will be reimbursed up to **\$100** for each missed excursion or event up to an overall maximum of **\$500** if *you* were prevented from attending for these reasons:

- you* interrupted *your insured trip* due to a Covered Event;
- you* were confined to *your* cruise ship cabin or other destination accommodation due to a Covered Event; or
- your* cruise ship did not reach the event destination as scheduled due to the *emergency medical condition* of another passenger.

6. **In the event of your death** resulting from a covered *injury* or *sickness* while on the *insured trip*:

- the reasonable costs incurred for preparing and transporting *your* remains back to *your departure point* in Canada; or
- the cost of cremation and burial of *your* remains at the location where death occurs, to a maximum of **\$3,000**.

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

No benefit will be payable under item Trip Interruption Insurance - 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 TRIP CANCELLATION OR TRIP INTERRUPTION INSURANCE

Trip Cancellation or Trip Interruption of *your insured trip* must result from any one of the **UNFORESEEN EVENTS** listed below occurring during the period of coverage:

Medical Related Events

- The unexpected *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*.
- The unexpected *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*.
- Admission to *hospital* of *your* friend or 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.
- An *injury* or *sickness* which, in the written opinion of the attending *physician*, prevents *you* or *your travel companion* from participating in a sporting event when the purpose of *your insured trip* was to participate in that sporting event.
- You* or *your travel companion* are medically unable to receive an injection or medication that is suddenly required for entry into a country, region or city originally ticketed in *your insured travel arrangements*, provided this requirement was not mandatory on the date of *application* for insurance.
- The travel health clinic or *your* family *physician* with who *you* had booked an appointment to receive the travel vaccination(s) required for entry into a country, region or city originally ticketed in *your insured travel arrangements* is unable to administer the required vaccination(s) due to the manufacturer's shortage(s) of the vaccine(s).
- If *you* miss **70%** of *your insured trip* because *you* had to interrupt *your* travel due to the admission to *hospital* or death of *your immediate family member* or a *key-person* not travelling with *you*, a **\$750** travel voucher will be issued to *you*. The voucher is non-transferable and must be used within 180 days of the early *return date* and must be used at the Transat Distribution Canada travel agency that originally booked the interrupted *insured trip*.
- The unexpected *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.

- Quarantine of *you*, *your travel companion* or the *spouse* or *children* of either.
- 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.

Pregnancy and Adoption

- Complications of pregnancy which occur within the first 31 weeks of *your* or *your travel companion's*, or *your spouse's* or *travel companion's spouse's* pregnancy.
- Pregnancy that is diagnosed after the date of *your application* for this insurance, if the *insured trip* is scheduled to take place within 9 weeks or less of *your*, *your spouse's*, *your travel companion's* or *your travel companion's spouse's* expected date of delivery, or if the *physician* advises against travel in the first trimester of the pregnancy.
- The early and unexpected birth of a *child* to *your immediate family member* or a *key-person* not travelling with *you* during *your insured trip*.
- The legal adoption of a child by *you* or *your travel companion*, when the actual date of the adoption is scheduled to take place during the *insured trip* and the actual notice of the adoption was received after the date of *application* for insurance.

Death

- The unexpected death 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*.
- The unexpected death of a member of *your* or *your travel companion's immediate family*, a *key-person* or of a friend, not travelling with you on the *insured trip*.
- Death of a friend or 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.
- The unexpected death 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.

Work and Educational Obligations

- You*, *your spouse*, *your travel companion* or *your travel companion's spouse* being transferred by the employer with whom *you*, *your spouse*, *your travel companion* or *your travel companion's spouse* were employed at the time of *application* for this insurance, which requires a relocation of *your* or *your travel companion's* principal residence.
- You*, *your spouse*, *your travel companion* or *your travel companion's spouse* being called to emergency service as a member of a Police Force, Armed Forces, Reserves, Fire Fighting Unit or essential medical personnel.
- You*, *your spouse*, *your travel companion* or *your travel companion's spouse's* involuntary loss of permanent employment (excluding contract or self-employment), due to layoff or dismissal without just cause, provided that *you* had no knowledge of such action prior to the date of *application* for insurance.
- The cancellation of a business meeting, conference or convention that is the main intent of *your insured trip* provided this was scheduled before *you* purchased this insurance and the cancellation is for a reason beyond *your* control or the control of *your* employer. This event must be between companies with unrelated ownership, and, in the case of a conference or convention, *you* must be a registered delegate. This benefit also includes a cancellation of a business meeting, conference or convention of *your travel companion* subject to these same conditions. Legal proceedings are not considered to be business meetings.

23. The requirement that *you* or *your travel companion* attend a registered professional career program examination or a university or college course examination on a date that occurs during *your insured trip*, provided the examination date which was published prior to the date of *application* for insurance was subsequently changed after *your travel arrangements* were made and after *you* purchased this insurance.

Government and Legal

24. The Government of Canada issues an “Avoid Non-Essential Travel” or an “Avoid All Travel” travel advisory after *you* purchase *your insurance*, advising or recommending that Canadian residents should not visit a destination included in *your insured trip*.
25. *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.
26. The non-issuance of *your* and/or *your travel companion’s* travel visa (excluding an immigration or employment visa), for reasons beyond *your* or *your travel companion’s* control, other than due to late application or a subsequent attempt for a visa that had previously been refused provided *you* or *your travel companion* were eligible to make such an application.
27. The non-issuance of *your* or *your travel companion’s* passport within the time confirmed in writing by Passport Canada after personally submitting the passport application to an authorized passport office and such application with supporting documentation had been reviewed and found satisfactory by Passport Canada authorized personnel.

Accommodations and Transportation

28. A disaster which renders *your* or *your travel companion’s* principal residence uninhabitable or place of business unusable.
29. The burglary of *your* or *your travel companion’s* principal residence or place of business within 7 days of *your* scheduled departure date shown on the *application* and as a result *you* or *your travel companion* must remain behind to make the burglarized location secure or to meet with the insurance company or police authorities.
30. A disaster which renders uninhabitable the residence of the person with whom *you* have arranged overnight accommodation for the majority of *your insured trip* or renders uninhabitable *your* pre-booked destination accommodations, which is not eligible for reimbursement from *your* tour operator.

Supplier Default

31. 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).

Hijacking

32. Hijacking of *you, your travel companion* or the *spouse* or children of either.

Forces of nature

33. Weather conditions, earthquakes or volcanic eruptions causing the scheduled *common carrier*, on which *you* or *your travel companion* is booked to travel, to be delayed for a period of at least **30%** of the duration of *your insured trip*.

If you do not qualify for cancellation benefits under “Events Covered Under Trip Cancellation and Trip Interruption Insurance” section, consider submitting a claim under the “Cancel for any Reason” coverage as described on Page 4.

Trip Disruption Insurance

Benefits - What does Trip Disruption Insurance (Delays, Schedule Change, Cancellations and Other Covered Events) cover?

Trip Disruption of *your insured trip* must result from any one of the **UNFORESEEN EVENTS** listed below occurring during the period of coverage:

Delays

1. If **weather conditions, earthquakes or volcanic eruptions** cause the scheduled *common carrier* on which *you* or *your travel companion* are booked to travel for any portion of *your insured travel arrangements* to be delayed for a period of at least **30%** of the *insured trip* duration, and *you* choose not to continue with the *insured travel arrangements*, *you* will be reimbursed:
 - a) the unused non-refundable prepaid portion of *your insured travel arrangements* (except the cost of prepaid unused transportation back to *your departure point*), published Transat service fees, published Transat cancellation fees and other administrative handling fees and service fees specifically indicated on *your application*;
 - b) the one-way economy class transportation via the most cost-effective itinerary back to *your departure point*.
2. If **weather conditions, earthquakes or volcanic eruptions** cause the scheduled *common carrier* on which *your travel companion* is booked to travel to be delayed for a period of at least **30%** of the *insured trip* duration, and *your travel companion* cancels their travel arrangements, *you* will be reimbursed for the extra cost of the next occupancy charge, if *you* elect to continue *your insured trip* as originally planned.
3. Provided *you* had left enough travel time to comply with the *travel supplier’s* normal check-in procedure, if *you* miss a connection (at any point in *your insured travel arrangements*) or are required to interrupt *your insured travel arrangements* as a direct cause of the following events:
 - i) **delay** of the private automobile in which *you* or *your travel companion* are travelling, caused by mechanical failure of that automobile, weather conditions, earthquakes, volcanic eruptions or other natural disaster, unannounced strike, a traffic accident or emergency road closure by police; or
 - ii) **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, volcanic eruptions or other natural disaster, unannounced strike, a traffic accident or emergency road closure by police; or
 - iii) the loss or theft of *your* or *your travel companion’s* passport or travel visa; or the loss or theft of *your* personal money during *your insured trip*; or
 - iv) *you* miss a connection because of the delay in clearing customs and security controls due to *your* or *your travel companion’s* mistaken identity; or
 - v) *your* cruise ship is delayed or the itinerary is modified due to the *emergency medical condition* of another passenger;*you* will be reimbursed for:
 - a) the non-refundable unused portion of *your* prepaid *insured travel arrangements*, excluding the cost of prepaid unused transportation back to *your departure point*;
 - b) the extra cost of a one-way economy class transportation, via the most cost-effective itinerary, to the next destination of *your insured trip*, inbound or outbound, including return to *your departure point*.

Common Carrier Schedule Change

Provided you had left enough travel time to comply with the *travel supplier's* normal check-in procedure, if you are prevented from travelling as shown on your *application* as a direct cause of the following events:

- i) You miss your next connecting *common carrier* because the *common carrier* that is providing transportation for a portion of your *insured trip* leaves later than originally scheduled as a result of a schedule change; or
- ii) The *common carrier* that is providing transportation for a portion of your *insured trip* leaves earlier than originally scheduled (as a result of a schedule change) and the ticket you have purchased for your prior connection via another *common carrier* becomes unusable; or
- iii) You miss your next connecting *common carrier* because the airline carrier with whom you have booked an earlier connecting flight (that is included in your prepaid *insured travel arrangements*) cancels such earlier flight; or
- iv) Your earlier connecting *common carrier* has been rendered unusable because the airline carrier with whom you have booked a subsequent connecting flight (that is included in your prepaid *insured travel arrangements*) cancelled the subsequent flight.

You will be reimbursed for your extra transportation cost via the most cost-effective itinerary to your next destination, inbound or outbound, including return to your *departure point*, being the lesser of:

- a) the change fee charged by the *common carrier* if this option is available or
- b) up to **\$1,000** for the extra cost of a one-way economy class transportation.

Cancellation of Connecting Airline Carrier

Alternatively to the benefit available under 'Common Carrier Schedule Change', in the event there is a cancellation of a flight by an airline carrier that is providing a portion of your *insured trip*, you will be reimbursed for the non-refundable prepaid airfare that is no longer useful for your *insured trip* up to a maximum of **\$1,000**.

Tour/Cruise Cancellation Benefit

If your *insured travel arrangements* include a Tour/Cruise and if such Tour/Cruise is cancelled for any reason other than *travel supplier* default and the cancellation occurs:

- a) **prior to your departure from your departure point.** you will be reimbursed for your non-refundable prepaid airfare and land arrangements (such as commercial accommodations, rental vehicle fees, commercial excursions) that were not part of your Tour/Cruise package up to a total of **\$1,500**.
- b) **after your departure from your departure point** but prior to the departure of the tour/cruise ship: you will be reimbursed up to **\$1,500** for the following:
 - the lesser of the change fee charged by the airline carrier(s) involved to return you to the *departure point* of your *insured trip* if such an option is available, or the extra cost of a one-way economy class fare and
 - your non-refundable prepaid unused land arrangements (such as commercial accommodations, rental vehicle fees, commercial excursions) that were not part of your Tour/Cruise package.

Note: For this benefit to apply, the **sum insured** selected under your Trip Cancellation Insurance coverage must cover the full value of the prepaid non-refundable cost of the cruise (or tour as applicable), the airfare and the land arrangements.

Special Consideration for Side Trips Excursions Booked with Transat Distribution Canada Travel Agents

If your *insured travel arrangements* consist of a cruise but also include side trip excursions booked and prepaid through the same Transat Distribution travel agent, we will reimburse you the unused non-refundable prepaid cost of any such side trip excursion that you were unable to attend due to the inability of the cruise ship company to get you to the destination of the side trip excursion, up to a maximum of **\$200** for each missed side trip excursion and up to an overall maximum of **\$500**.

Note: For this benefit to apply, both the cruise and side trip excursions must be insured for the entire non-refundable amount under your *insured trip* cancellation coverage.

Cancellation of a Ticketed Commercial Event

If the primary reason for your *insured trip* was to attend a ticketed commercial event (sport, musical or other commercial entertainment) for which you had purchased and paid for tickets prior to booking your *insured trip* and purchasing this insurance, and such event is subsequently cancelled by the promoter of the event, we will pay for the following:

- a) If the event is cancelled before you leave home: 50% of the prepaid unused portion of your *insured trip* that is non-refundable and non-transferable to another travel date, up to the covered amount insured.
- b) If the event is cancelled after you leave home:
 - i) the prepaid unused portion of your *insured trip* that is non-refundable and non-transferable to another travel date (less prepaid unused transportation home); and
 - ii) up to \$1,000 for the additional cost of one-way transportation via the most cost-effective itinerary (being the lesser of a one-way economy class transportation or the change fee charged by the airline on existing tickets if this option is available) to return you home.

Pet Care Expenses

The *company* will reimburse you up to **\$100** for additional animal boarding fees (with a licensed boarding kennel, cattery or animal shelter) if you were unable to return on your scheduled *return date* due to:

- a) the unexpected admission to hospital of you or your travel companion or your accompanying immediate family member; or
- b) the cessation of operations of the *common carrier* on which you were scheduled to travel due to unannounced strike or unforeseen natural disaster.

This benefit is payable only if your pet care charge exceeds the quoted cost for the pre-booked period of accommodation with a licensed boarding kennel, cattery or animal shelter, in which case the *company* will reimburse you for the actual boarding charges incurred after the **first 24 hours** of your delayed return subject to the **\$100** maximum. This will not cover any veterinary fees.

Replacement Tour Guide Expenses

The *company* will reimburse you the fee charged by a replacement tour guide if the tour guide that was part of your *insured trip* booking is not available and the tour operator does not make available a replacement guide.

Accommodation and Meals

If your *insured trip* is disrupted as a result of any of the events covered under sub-sections of the Trip Disruption Section of this *policy* and you necessarily incur extra expenses for commercial accommodation and meals, essential telephone calls, internet usage fees and taxi fares, you will be reimbursed for such expenses up to **\$150 per day** to a maximum of **\$450**.

Original receipts must be provided when claiming this benefit.

If the hotel room that is part of *your insured travel arrangements* is rendered uninhabitable due to a flood or natural disaster during *your insured trip*, you will be reimbursed up to a maximum of **\$250**.

In the event that the hotel room that is part of *your insured travel arrangements* is no longer available due to overbooking and *your* tour operator provides *you* with a lesser-quality hotel, *you* will be reimbursed up to a maximum of **\$250**.

Original receipts must be provided when claiming these benefits.

Benefits available under this sub-section of Trip Disruption will apply provided that all travel arrangements were booked prior to or concurrently with the *insured trip*.

FOR TRIP CANCELLATION INSURANCE FOR SUM INSURED IN EXCESS OF \$30,000

Written *application* for coverage for trips with a sum insured in excess of \$30,000 must be made by completing and returning the "Application For Trips in Excess of \$30,000". The form is available from the *company* through the claims office identified in this *policy* or directly from *your* distributor of Transat Travel Insurance. The form must be completed and signed by the applicant and returned to the *company*. The *company* will advise within the next business day if the *application* is approved and the approved *application* will be returned to the applicant once the premium is received by the *company*. Coverage in excess of \$30,000 may not be issued through an electronic booking and any *policy* issued through this means will be null and void and the premium paid will be returned to the applicant.

In the event the *company* declines *your* "Application For Trips in Excess of \$30,000", any premium paid in advance for excess coverage will be refunded.

Claims for *insured trips* with a sum insured in excess of \$30,000 will be subject to exclusions 9 and 10 set forth in the Exclusions: Trip Cancellation, Trip Interruption and Trip Disruption Section in addition to all other terms, conditions, limitations and exclusions set forth in this *policy*.

CONDITIONS & LIMITATIONS: TRIP CANCELLATION, TRIP INTERRUPTION AND TRIP DISRUPTION INSURANCE

1. The sum insured under the Trip Cancellation coverage should be for the full value of prepaid *insured travel arrangements* that are subject to cancellation penalties or restrictions.
2. *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.
3. 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.

4. 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*.

5. 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 **\$10,000**. 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.

6. The benefits under Delay and Common Carrier Schedule Change will apply provided *your* booked travel arrangements comply with the *travel supplier's* check-in procedure.

7. *Your* claim for non-refundable prepaid travel arrangements or extra cost incurred as a result of Trip Cancellation, Trip Interruption or Trip Disruption 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 Common Carrier Schedule Change or Additional Expenses Related to Air Travel, written confirmation from the delayed connecting carrier or the connecting carrier affecting the schedule change stating the reason for the delay/schedule 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) confirmation from the connecting *common carrier*, cruise line or tour operator of their cancellation;
- c) confirmation from *your* tour operator or cruise ship company of their cancellation or schedule change;
- d) confirmation from *your* cruise ship company (or on-ship Travel Representative) that they were unable to get *you* to the destination of the side trip excursion;
- e) confirmation from the airline carrier that *you* were involuntarily bumped from their flight due to such flight being oversold and that no additional compensation was offered by the airline carrier to cover the cost of *your* unused prepaid land arrangements;
- f) originals of unused transportation tickets, original invoice from the travel provider, official receipts for the return transportation and receipts for hotel and accommodation expenses;

- g) for claims for pet care expenses, in addition to providing substantiation of *your* delayed return (medical certificate, documentation from connecting carrier confirming cessations of operations due to strike or unforeseen natural disaster), *you* must provide an itemized invoice from the licensed boarding kennel, cattery or animal shelter and accompanying receipt of payment. Fees for the first 24 hours of the delay are excluded;
- h) in all other cases *you* must provide to the *company* documentary evidence of the risk that is the cause of *your* cancellation, interruption or disruption, such as a death certificate, medical report, police report, court documents or other such corroborating documents;
8. 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.
9. 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: TRIP CANCELLATION, TRIP INTERRUPTION AND TRIP DISRUPTION 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. 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.
3. 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 or Interruption of the *insured trip*.
4. Travel arrangements and expenses or losses related to travel arrangements not insured by this *policy*.
5. Losses that arise from missed connections or travel delay if there was insufficient connection time allowed under the originally booked travel arrangements.
6. Expenses incurred as the result of inadequate or invalid passport, visa or other documentation required by countries included in *your* travel arrangements.
7. *Your* inability to obtain the accommodations desired or *your* aversion to the trip or to the transportation.
8. Any pet care expenses incurred in the first **24 hours** of *your* scheduled *return date* or included in the original pre-booked duration of *your* pet care and any fee charged for veterinary or related services.
9. Cancellation or Interruption claims for an *insured trip* with a sum insured in excess of **\$30,000** arising from any *pre-existing condition* or related *medical condition* of *you* or *your spouse* which were **not stable** during the **90-day** period before the date that *you* paid the premium for this coverage. This exclusion applies to the total sum insured.

10. Cancellation or Interruption claims for an *insured trip* with a sum insured in excess of **\$30,000** when any material misrepresentation or evasion is made of *your* or *your spouse's medical condition* on *your* or *your spouse's* "Application for Trips In Excess of \$30,000". This exclusion applies to the total sum insured.
11. 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.
12. *Your* cancelling for any reason and deciding not to travel for any reason, if *you* did not purchase this insurance within 72 hours of *your* initial trip booking or before any cancellation penalties applied.

TRAVEL DELAY – SPECIAL EVENTS INSURANCE

If *your* travel from or to Canada is interrupted and the planned time of arrival is delayed for any reason beyond *your* control, the *company* will reimburse *you* for the reasonable additional cost of taking an alternate route to the planned destination, up to **\$450**, provided that:

1. The primary reason for *your insured trip* was to be present at a school graduation, wedding, funeral, sporting, theatrical, musical or other commercial entertainment event or conference, and such event cannot be delayed as a result of *your* late arrival.
2. The alternate route uses scheduled transportation services to facilitate arrival in time for the occasion mentioned above.
3. Documentary evidence is submitted to substantiate the claim.

EXCLUSIONS: TRAVEL DELAY – SPECIAL EVENTS INSURANCE

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

1. *Your* failure to comply with the normal check-in procedure of the *travel supplier*.
2. Strike, hijack, riot or civil commotion.
3. Any extra costs incurred due to a missed connection as a result of the travel delay.

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 pursuant to *our* **Trip Cancellation & Interruption Insurance** 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 Trip Cancellation Insurance**, 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).

Medically Necessary means *treatment* or services that are required to alleviate pain or suffering resulting from an unexpected *sickness* or *injury*.

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 Trip 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*.

Questionnaire means the document *you* must fill out truthfully and accurately to confirm *your* eligibility and premium (rate), if the non-refundable value of *your insured trip* is more than \$30,000.

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.

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 (including answers to the Transat questionnaire, if required).

When completing the application (including the Transat questionnaire, if required), 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 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.