# Trip Cancellation & Trip Interruption Policy Travel Insurance for Canadians

Effective July 2020

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

# Important: Clip and Read

Keep this wallet card with you. Please arrange to call our Assistance Centre if you will be seeking medical attention during your trip.

## Don't forget your wallet card!

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IN CASE OF	AN EMERGENCY, CALL OUR ASSISTANCE CENTRE:
	841-4796     +1-519-988-7008       e USA and Canada     collect to Canada from anywhere else in the world
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	Immediate access to the Assistance Centre is also available through its TravelAid mobile app.
	Assistance Centre is open ک4 hours a day, each day of the year.
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# **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 our 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 1-866-707-4922.

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.

## **10-Day Free Look**

If you notify us within 10 days of your purchase date, as indicated on your confirmation, that you are not completely satisfied with your policy, we will provide a full refund if you have not already departed on your trip and there is no claim in progress. For information on refunds after the 10-Day Free Look period, please refer to the Cancellations & Refunds section in this policy.

## **Table of Contents**

Eligibility	
General Information	
When Your Coverage Starts 3	
When Your Coverage Ends	
Automatic Extension	
To Stay Longer than Planned	
Cancellations & Refunds 3	
Trip Cancellation & Trip Interruption Insurance	
Benefits	
Exclusions & Limitations	
What Else Do You Need To Know? 5	
Premium	
How does this insurance work with other coverages? 5	
How To Make a Claim	
Statutory Conditions 6	
Definitions	
Notice on Privacy 8	

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 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/Travel\_Insurance\_Bill\_of\_Rights\_and\_ Responsibilities.html



# In the event of an emergency, call the Assistance Centre immediately

1-855-841-4796 toll-free from the USA and Canada

+1-519-988-7008 collect to Canada from anywhere else in the world.

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

Immediate access to the Assistance Centre is also available through its TravelAid mobile app.

To download the app, visit:

http://www.active-care.ca/en/travelaid/.

The TravelAid mobile app can also provide *you* with directions to the nearest medical facility, local emergency telephone numbers (such as 911 in North America), and pre- and post-departure travel tips.

If you have questions or would like to make changes to your coverage, simply call 1-866-707-4922.

**IMPORTANT INFORMATION ABOUT YOUR INSURANCE:** This policy is underwritten by The Manufacturers Life Insurance Company (Manulife) and First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife. Please note that risks identified with the symbol ‡ throughout this document are covered by FNAIC. Manulife has appointed Active Claims Management Inc. (operating as Active Care Management) as the provider of all assistance and claims services under this policy.

## **Eligibility**

# To be eligible for *Trip* Cancellation & *Trip* Interruption Insurance, *you* must:

- be living in Canada or travelling through Canada;
- have paid the appropriate premium;
- be at least thirty (30) days of age;
- not have been advised by a *physician* to avoid travel at this time;
- not have a terminal illness or metastatic cancer;
- not require kidney dialysis;
- not have been prescribed or used home oxygen in the last twelve (12) months; and
- never have had bone marrow, stem cell or organ transplant (except corneal transplant).

Under *Trip* Cancellation & *Trip* Interruption Insurance, coverage will include travel within *your* province of residence.

## **General Information**

#### When your coverage starts

*Trip* Cancellation coverage starts on the date *you* pay the premium for that coverage, shown as the purchase date on *your confirmation*.

Trip Interruption coverage starts on the later of:

- the *departure date*; or
- the effective date as stated on your confirmation.

#### When your coverage ends

Trip Cancellation coverage ends on the earliest of:

- *your departure date*;
- the date you cancel your trip; or
- the expiry date, as stated on your confirmation.

Trip Interruption coverage ends on the earliest of:

- the date when you return to your departure point, or
- the *expiry date*, as stated on *your confirmation*.

Automatic extension is provided beyond *your expiry date* per *your confirmation* if:

- your common carrier or vehicle is delayed. In this case, we will
  extend your coverage for up to seventy-two (72) hours;
- you or your travel companion are hospitalized on the expiry date. In this case, we will extend your coverage during the hospitalization up to a maximum of 365 days or up to five (5) days after discharge from the hospital; or
- you or your travel companion have a medical emergency that does not require hospitalization but prevents travel on your expiry date, and as confirmed by a physician. In this case, we will extend your coverage for up to five (5) days.

In any case, *we* will not extend any coverage beyond twelve (12) months after the date you first leave *home*.

#### To stay longer than planned

If *you* are already on *your trip* and need to apply for an extension of *your* coverage, before the *expiry date* of *your* existing coverage, simply call Customer Service at 1-866-707-4922. *You* may be able to extend *your* coverage if there will be no lapse in coverage, if there has been no event that has resulted or may result in a claim against the policy and if there has been no change in *your* health status.

Any extension is subject to approval by the Assistance Centre. In any case, *we* will not extend any coverage beyond twelve (12) months after the date *you* leave *home*.

#### **Cancellation & refunds**

Refunds and cancellations are not available on the *Trip* Cancellation & *Trip* Interruption plan.

# *Trip* Cancellation & *Trip* Interruption Insurance

Benefits – What does *Trip* Cancellation & *Trip* Interruption Insurance cover?

If you are unable to travel due to a covered event listed below that occurs before you leave home, we will pay up to the covered amount for the prepaid unused portion of your trip that is non-refundable and non-transferable to another travel date. In addition, if your travel companion must cancel their trip due to a covered event applicable to them, and you decide to go on your trip as planned, we will cover the cost of the next occupancy charge up to the covered amount. To cancel a trip before your scheduled departure date, you must cancel your trip with the travel supplier and notify us at 1-855-841-4796 or +1-519-988-7008 immediately or, at the latest, within forty-eight (48) hours of the cause of cancellation.

If your trip is interrupted due to a covered event listed below that occurs on or after the day you plan to leave home, we will pay up to the covered amount for the prepaid unused portion of your trip that is non-refundable and nontransferable to another travel date except prepaid unused transportation home. In addition, we will pay your additional and unplanned hotel and meal expenses, your essential phone calls and taxi fares to a maximum of \$300 per day for up to two (2) days when no earlier transportation arrangements are available; and/or we will pay your one-way economy class airfare via the most cost-effective itinerary to your or your group's next destination, or to return home. We will pay for the change fee charged by the airline for your missed connection if this option is available, or up to \$1,000 for the cost of your one-way economy fare to the next destination.

For *Trip* Cancellation & *Trip* Interruption, the maximum payable amount is:

- up to the sum purchased as indicated on *your confirmation*, for eligible expenses incurred before *your departure date;* and
- actual costs of eligible expenses incurred on or after your departure date.

*Trip* Cancellation & *Trip* Interruption Insurance benefits are subject to the policy's maximums, exclusions and limitations. These benefits are payable if any of the following covered events happen:

- 1. You or your travel companion develop(s) a sudden and unforseen *medical condition* or die(s).
- A member of *your immediate family*, a member of *your travel companion's immediate family* or *your key-person* develops a sudden and unforeseen *medical condition* or dies; or the person whose guest *you* will be during *your trip* is unexpectedly admitted to a *hospital* or dies.
- 3. You or your spouse: a) become pregnant after you book your trip and your departure date falls in the nine (9) weeks before or after the expected delivery date, or b) legally adopt a *child* and the notice of custody is received after the *effective date* and the date of custody is scheduled in the nine (9) weeks before or after your departure date.
- 4. ‡ *Your* or *your travel companion's* travel visa is not issued for a reason beyond *your* /their control.
- \$ You or your spouse are called to service as a reservist, fire-fighter, military or police staff, or to jury duty or to be a defendant in a civil suit, during your trip; or you or your spouse are subpoenaed to be a witness during your trip.
- 6. *‡ You, your spouse, your travel companion or your travel companion's spouse* are quarantined or hijacked.

- 7. ‡ You or your travel companion are unable to occupy your /their respective principal residence or to operate your /their respective business because of a natural disaster.
- 8. *‡ You, your spouse, your travel companion* or *travel companion's spouse* lose a permanent job because of lay-off or dismissal without just cause.
- 9. *‡ You* or *your travel companion* are transferred by the employer with whom *you* or *your travel companion* were employed at the time of application for this insurance, which requires a relocation of *your* or *your travel companion's* principal residence.
- 10. ‡ A business meeting, that is the main intent of *your trip* and was scheduled before *you*, or *you* and *your travel companion* purchased this insurance, is cancelled for a reason beyond *your* control or the control of *your* employer and the meeting is between companies with unrelated ownership. Benefits are only payable to *you* or *you* and *your travel companion* (one individual) who purchased *our* insurance, if *you* are the one who planned to attend the business meeting.
- 11. ‡ A Government of Canada Travel Advisory is issued during your trip, or after you purchase your insurance but before your departure date, advising Canadians to avoid all or non-essential travel to a destination included in your trip. This applies only to residents of Canada.
- 12. ‡ Weather conditions, earthquakes or volcanic eruptions cause the scheduled *common carrier*, on which *you* are booked, to be delayed for a period of at least 30% of *your trip* and *you* choose not to travel.
- 13. ‡ You miss a connection or must interrupt your trip because of the delay of your connecting private passenger vehicle or common carrier, when the delay is caused by the mechanical failure of your connecting private passenger vehicle or common carrier, a traffic accident, an emergency police-directed road closure or weather conditions, earthquakes or volcanic eruptions. Your connecting private passenger vehicle or common carrier must have been scheduled to arrive at your point of boarding at least two (2) hours before the scheduled time of departure.
- 14. ‡ The *plane you* are ticketed to fly on leaves earlier or later than scheduled. Note: This benefit is only covered under *Trip* Interruption.
- 15. When an *act of terrorism* directly or indirectly causes an eligible loss under the terms and conditions of this policy, coverage is available for up to two (2) acts of terrorism within a calendar year and up to a maximum aggregate payable limit of \$2.5 million for all eligible *Trip* Cancellation & *Trip* Interruption in-force policies issued and administered by *us*. The amount payable for each eligible claim is in excess of all other sources of recovery including alternative or replacement travel options and other insurance coverage. The amount paid for all such claims shall be reduced on a pro rata basis so as to not exceed the respective maximum aggregate limit which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the *act(s) of terrorism*.

# Exclusions & Limitations – What does Trip Cancellation & Trip Interruption Insurance not cover?

For *Trip* Cancellation & *Trip* Interruption Insurance, *we* will not cover expenses or benefits relating to:

 Any *medical condition* that was not *stable* in the three (3) months before the purchase date of this insurance, as shown on *your confirmation*;

Any heart condition *you* or *your travel companion* have if, during the three (3) months prior to the purchase date or application date of this insurance, as shown on *your confirmation*, *you* or *your travel companion* have taken any form of nitroglycerine for the relief of angina; Any lung condition *you* or *your travel companion* have if, during the three (3) months prior to the purchase date or application date of this insurance as shown on *your confirmation, you* or *your travel companion* required *treatment* with *home* oxygen or Prednisone for a lung condition.

- 2. An event which *you* or *your travel companion* were aware of on or before the date *you* purchased this insurance, and which may eventually prevent *you* from starting and/or completing *your trip* as booked when *you* purchased 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 injury 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. Your minor mental or emotional disorder.
- 9. Your routine pre-natal or post-natal care;
  - *Your* pregnancy, delivery, or complications of either, arising 9 weeks before the expected date of delivery or 9 weeks after.
- 10. Your child born during your trip.
- 11. Any *medical condition* or symptoms:
  - when you knew or for which it is reasonable to believe or expect, before the effective date, that treatment will be required during your trip; and/or
  - for which future investigation or *treatment* was planned before *your effective date;* and/or
  - which caused symptoms that would have caused an ordinarily prudent person to seek *treatment* in the three (3) months before *your effective date*; and/or
  - that had caused *your physician* to advise *you* not to travel.
- 12. Any non-*emergency*, experimental or elective *treatment* such as cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications.
- 13. A travel visa that is not issued because of its late application.
- Failure of any travel supplier which *you* contract for services. No protection is provided for failure of any travel agent, agency or broker.
- 15. Any loss or any *medical condition you* suffer or contract when an official travel advisory issued by the Canadian government states, "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.

- 16. Any *act of terrorism* directly or indirectly caused by, resulting from, arising out of or in connection with biological, chemical, nuclear or radioactive means.
- 17. An act of war.

# What are the other conditions that apply to *Trip* Cancellation & *Trip* Interruption Insurance?

If you cancel your trip before the *departure date*, you must advise your travel supplier and call us at 1-855-841-4796 or +1-519-988-7008 immediately or, at the latest, within fortyeight (48) hours of the cause of cancellation. Only the sums that are non-refundable and non-transferable on the date the insured risk occurs shall be considered for the purposes of the claim. Any delays in notifying us will limit your benefit to the nonrefundable amount that would have been payable on the date the cause for claim occurred.

## What else do you need to know?

This policy is issued on the basis of information in *your* application or provided in connection with *your* application (including the *medical questionnaire* if required). *Your* entire contract with *us* consists of: this policy, *your* application for this policy (including the completed *medical questionnaire* if required), the *confirmation* issued in respect of that application, and any other amendments or endorsements resulting from extensions of coverage. Claims will be processed according to the policy in force at the time of claim.

When completing the application and answering the medical questions, *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 insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact in *your* application for this policy, extension or Top-Up of coverage for benefits under this policy.

*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.

No agent or broker has the authority to change the contract or waive any of its provisions.

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

Despite any other provisions of this contract, this contract is subject to the statutory conditions contained in the Insurance Act as applicable in *your* province or territory of residence respecting contracts of sickness and accident 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.

When *you* have paid the appropriate premium and met the eligibility requirements, this policy along with *your* application forms part of *your* insurance contract and becomes a binding contract providing that *you* are issued a *confirmation* upon which a contract policy number appears.

If *you* are ineligible for coverage, *our* only liability will be to refund any premium paid. *You* will be responsible for any expenses that are not payable by *us*.

If the premium is insufficient for the period of coverage selected, *we* will charge and collect any underpayment or 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.

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

The plans outlined in this policy are second payor coverages. If there are other third-party liability, group or individual, basic or extended health insurance plans or contracts, including any private, provincial or territorial auto insurance plan providing *hospital*, medical or therapeutic coverage or any other third-party liability insurance in force concurrently herewith, amounts payable hereunder are limited to that portion of *your* expenses, incurred outside the province or territory of residence, that are in excess of the amounts for which *you* are insured under such coverage.

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. *We* will co-ordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this insurance (except if *your* current or former employer provides *you* with an extended health insurance plan with a lifetime maximum coverage of \$50,000 or less), to a maximum of the largest amount specified by each 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 co-operate 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. If the total amount of all accident insurance *you* have under policies issued by *us* is more than \$100,000, *our* aggregate liability will not exceed that amount, and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

### How to make a claim

# In the event of an emergency, *you* must call the Assistance Centre immediately

1-855-841-4796 toll-free from the USA and Canada

+1-519-988-7008 collect to Canada from anywhere else in the world.

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

The Assistance Centre is ready to assist *you* twenty-four (24) hours a day, each day of the year.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit: http://www.active-care.ca/en/travelaid/.

To cancel a *trip* before *your* scheduled *departure date*, you must cancel *your* trip with the travel supplier and notify *us* 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.

**Notice and Proof of Claim.** Claims must be reported within thirty (30) days of occurrence of a claim arising under this contract. *Your* proof of claim must be sent or submitted to *us* within ninety (90) days of the date a claim has occurred or the service was provided.

Failure to Give Notice or Proof of Claim. Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible and in no event later than one year from the date of the occurrence arising under this contract, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

**Proof of Claim.** The Assistance Centre will furnish forms for proof of claim within fifteen (15) days after receiving notice of claim. If *you* have not received the forms within that time, you may submit *your* proof of claim in the form of a written statement of the cause or nature of the accident, *sickness* or *injury* or insured risk giving rise to the claim and the extent of the loss or *you* can submit *your* claim online.

#### **Mailing Instructions:**

Claims correspondence should be mailed to:

Travel Insurance c/o Active Care Management P.O. Box 1237, Stn. A Windsor, ON N9A 6P8

#### **Online Claim Submission**

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 call the Assistance Centre directly for specific information on how to make a claim or to enquire about *your* claim status at: **1-855-841-4797** or **+1-519-988-7009**.

All money payable under this contact shall be paid by *us* within sixty (60) days after proof of claim and all required documentation has been received.

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

 a medical certificate completed by the attending *physician* and stating why travel was not possible as booked, if the claim is for medical reasons; or • a report from the police or other responsible authority documenting the reason for the delay if *your* claim is due to a misconnection.

We will also need, as applicable:

- · complete original unused transportation tickets and vouchers;
- original passenger receipts for the new tickets *you* had to purchase;
- original receipts for the travel arrangements you had paid in advance and for the extra hotel, meal, telephone and taxi expenses you may have had;
- the entire medical file of any person whose health or medical condition is the reason for your claim; and
- any other invoice or receipt supporting your claim.

# To whom will *we* pay *your* benefits, if *you* have a claim?

Except in the case of *your* death, *we* will pay the covered expenses under this insurance to *you* or the provider of the service. 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 other applicable legislation, or in the Limitations Act, 2002 in Ontario.

### **Statutory conditions**

**Copy of Application.** Upon request, a copy of the application shall be given to *you* or to a claimant under the contract.

**Waiver**. *We* reserve the right to decline any application or any request for extensions of coverage. No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by Manulife.

**Material Facts.** No statement made by *you* at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

**Termination by Insurer.** *We* may terminate this contract in whole or in part, at any time by giving written notice of termination to *you* and by refunding concurrently with the giving of notice, the amount of premium paid in excess of the proportional premium for the expired time. The notice of termination may be delivered to *you*, or it may be sent by registered mail to *your* latest address on record. Where notice of termination is delivered to *you*, five (5) days' notice of termination will be given; where it is mailed to *you*, ten (10) days' notice will be given and the ten (10) days will begin on the day following the date of mailing of the notice.

**Termination by Insured.** You may terminate this contract at any time by mailing or delivering a written notice of termination to *us* at *our* office. See the refunds section of this policy.

**Rights of Examination.** For the purposes of determining the validity of a claim under this policy, *we* may obtain and review the medical records of *your* attending *physician(s)*, including the records of *your* 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

Act 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 government (whether that government is legal or illegal); 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 your application date.

**Change in medication** means the medication dosage, frequency or type has been reduced, increased, 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) and there has been no change in *your medical condition*; and a change from a brand name medication to a generic brand medication of the same dosage.

*Child, Children* means an unmarried, dependent son or daughter, or grand*child(ren)* travelling with *you*, or joining *you* during *your trip* and is either: i) under the *age* of twenty-one (21) or ii) under the *age* of twenty-six (26) and a full-time student; or iii) a *child* of any *age* who is mentally or physically disabled. In addition, the *child* must be a minimum *age* of thirty (30) days.

**Common carrier** means a bus, taxi, train, boat, *plane* or other commercial *vehicle* which is licensed, intended and used to transport paying passengers.

**Confirmation** means this policy, 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 *your trip*.

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. *Trip* Cancellation coverage starts on the date *you* pay the premium for that coverage, shown as the purchase date on *your confirmation.* 

*Trip* Interruption coverage starts on the later of:

- the *departure date*; or
- the effective date as stated on your confirmation.

**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*.

Expiry date means the date your coverage ends.

*Trip* Cancellation coverage ends on the earliest of: • *your departure date;* 

- the date you cancel *your trip;* or
- the expiry date, as stated on your confirmation.

*Trip* Interruption coverage ends on the earliest of:

- the date when you return to your departure point; or
- the expiry date, as stated on your confirmation.

*Government health insurance plan* means the health insurance coverage that a Canadian provincial or territorial government provides to its residents.

*Home* means *your* Canadian province or territory of residence. In the case of *Trip* Interruption, if *your trip* is within *your* province or territory of residence, *home* means *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, stepparent, 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.

*Key-person* means someone to whom *your child*'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).

**Medical questionnaire** means all the medical questions that are included in *your* application for coverage under this policy.

*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*.

**Plane** means a multi-engine aircraft operated by and licensed to a regularly scheduled airline on a regularly scheduled *trip* operated between licensed airports and holding a valid Canadian Air Transport Board licence, Charter Air Carrier licence, or its foreign equivalent, and operated by a certified pilot.

*Pre-existing condition* means any *medical condition* that exists before *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, or any symptom related to that illness and/or disease.

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

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

- 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 three (3) persons including *you*.

**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 time between *your effective date* of insurance and *expiry date*.

*Vehicle* includes any private or rental passenger automobile, motorcycle, 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 First North American Insurance Company (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 *vour* application and *medical questionnaire* 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 consent to the use of personal information to offer you products and services is optional and if you wish to discontinue such use, you may write to Manulife at the address shown below.

*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, PO Box 1602, Waterloo, ON N2J 4C6.

# In the event of an emergency, call the Assistance Centre immediately.

## 1-855-841-4796

Toll free from the USA and Canada.

## +1-519-988-7008

Collect to Canada from anywhere else in the world.

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

## Help is just a phone call away

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

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit: http://www.active-care.ca/en/travelaid/.

#### Pre-Trip Information

- ✓ Passport and travel 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 *physician*, *hospital*, or other health care provider
- ✓ 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 with obtaining prescription drugs
- ✓ Assistance in obtaining legal help or bail bond

#### **IMPORTANT TELEPHONE NUMBERS:** For coverage

information, general enquiries, to apply for an extension or a refund of premium, please call the Customer Service Centre at the number provided in *your confirmation*.

Written correspondence should be mailed to:

Travel Insurance c/o Active Care Management PO Box 1237, Stn A Windsor, ON N9A 6P8

*You* may also call the Assistance Centre directly for specific information on how to make a claim or to inquire about *your* claim status at: **1-855-841-4797** or **+1-519-988-7009**.

# Manulife

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