

TRAVEL CHOICE²

Travel Choice 2 Out-of-Province Travel Insurance Trip Cancellation & Interruption Policy

Effective November 2019

**Read your policy carefully.
Certain conditions and
limitations apply.**

**This policy is underwritten by
The Manufacturers Life Insurance Company
and First North American Insurance Company,
a wholly owned subsidiary of Manulife.**

Travel Choice 2 Travel Insurance Trip Cancellation & Interruption Policy for Travelling Canadians

Effective November 2019

Accessible formats and communication supports are available upon request. Visit **Manulife.ca/accessibility** for more information.

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 Cancellation & Refunds section in this policy.



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

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SECTION 1 – 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 1-866-943-6101.

Notice Required by the Alberta Insurance Act:

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.

SECTION 2 – Identification of Insurer

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.

SECTION 3 – In The Event of an Emergency

CALL THE ASSISTANCE CENTRE IMMEDIATELY

1 866-943-6025 toll-free from the USA and Canada.

**+1 519-251-7274 collect to Canada
from anywhere else in the world.**

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

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

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* at 1 866-943-6025 or +1 519 251-7274 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.

SECTION 4 – Eligibility

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

- be living in Canada or travelling through Canada; and
- have paid the appropriate premium.

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

SECTION 5 – General Information

INSURING AGREEMENT

In consideration of the application for insurance for which *you* have met the eligibility requirements (if applicable) and paid the appropriate premium, *we* will pay 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* for travel arrangements paid for prior to *your departure date*, for the benefits set out in this document, subject to the terms, limitations, exclusions and other conditions and in excess of those reimbursable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan and *your government health insurance plan*. Some benefits are subject to advance approval by *our* Assistance Centre. Unless otherwise stated, all amounts referred to in this policy are in Canadian dollars. *You* will be responsible for any expenses that are not payable by *us*.

Coverage under this policy is issued on the basis of information provided in *your* application. *Your* entire contract with *us* consists of: this policy, *your* application for this coverage, the *confirmation* issued in respect of that application and any other amendments or endorsements resulting from extensions or top-ups of coverage.

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 *you return home*; 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 and prevents *you* from travelling on *your expiry date*. 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*, as confirmed by a *physician*. In this case, we will extend *your coverage* for up to five (5) days.

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 the agent or broker from whom *you purchased your coverage*. *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

Cancellations and refunds are not available on any *Trip Cancellation & Interruption plan*.

SECTION 6 – Trip Cancellation & Interruption Insurance

Benefits – What does Trip Cancellation & 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.

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 unused travel arrangements paid for prior to *your departure date*, that is non-refundable and non-transferable to another travel date, less the prepaid unused return

transportation. In addition, we will pay *your* additional and unplanned hotel and meal expenses, and *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 airfare to the next destination.

What else does Trip Interruption Insurance cover?

In the event of *your death* during *your trip*, we will reimburse *your estate*:

- up to \$5,000 to have *your* body prepared where *you* die and the cost of the standard transportation container normally used by the airline, plus the return *home* of *your* body;
- up to \$5,000 to have *your* body prepared and the cost of a standard burial container, plus up to \$5,000 for *your* burial where *you* die; or
- up to \$5,000 to cremate *your* body where *you* die, plus the return *home* of *your* ashes.

The Trip Cancellation & Interruption maximum payable amount is:

- up to the covered amount for *Trip Cancellation* before *you* leave *home*; and
- unlimited *Trip Interruption* after departure (some benefits maximums do apply).

These benefits are payable if any of the following covered events happen:

1. *You* or *your travel companion* develop(s) a sudden and unforeseen - *medical condition* or die(s).
2. 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. ‡ *You* or *your travel companion's* travel visa is not issued for a reason beyond *your/their* control.
5. ‡ *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. ‡ Sickness, injury or death of your service animal if you are an individual with a physical, mental or visual disability, and travel arrangements have been made for the animal to accompany you on your trip. For this benefit to apply, the travel arrangement cost for your service animal must be included in the covered amount insured under your plan.
16. 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 & 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.

Misconnection Benefits – What does Misconnection Insurance cover?

If any of the covered events listed immediately below occurs before or after your originally scheduled departure date and causes a misconnection or a travel disruption which prevents you from travelling as shown on your confirmation, we will pay:

- A. Up to the covered amount, to a maximum of \$1,000, for your misconnection or travel disruption expenses for:
 - i. the lesser of the change fee charged by the airline for your missed connection or the cost of your one-way economy transportation via the most cost-effective itinerary to the next destination,
 - ii. the unused prepaid portion of your trip (less the prepaid unused transportation home) that is non-refundable and non-transferable to another travel date (provided such expenses are not reimbursable by any other source).
- B. Your additional and unplanned hotel and meal expenses, your essential phone calls, internet usage fees and taxi fares (or car rental in lieu of taxi fares) to a maximum of \$300 per day for up to two (2) days when no earlier transportation is available.

Misconnection Insurance Covered Events:

1. ‡ You miss your next connecting common carrier because the common carrier that is providing transportation for a portion of your trip leaves later than originally scheduled.
2. ‡ The common carrier that is providing transportation for a portion of your trip leaves earlier than originally scheduled and the ticket you have purchased for your prior connection via another common carrier becomes unusable.
3. ‡ You or your travel companion are delayed for at least six (6) hours in arriving at your trip destination or returning to your home due to the delay or schedule change or cancellation of your or your travel companion's common carrier.
4. ‡ You miss your next connecting common carrier because the airline with whom you have booked an earlier connecting flight (that is included in your insured prepaid travel arrangements) cancels such earlier flight.
5. ‡ Your earlier connecting common carrier has been rendered unusable because the airline with whom you have booked a subsequent connecting flight (that is included in your insured prepaid travel arrangements) cancelled the subsequent flight.

Only misconnection or travel disruption expenses outlined under this Misconnection Insurance will be payable. You must make reasonable efforts to continue your trip as originally planned. The amount payable will be reduced by any amounts paid or payable by the rescheduled or delayed common carrier.

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

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

1. 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.

SECTION 7 – What Else Do You Need to Know?

This policy is issued on the basis of information in *your* application. Claims will be processed according to the policy in force at the time of claim. When completing the application and answering the medical questions (if applicable), *your* answers must be complete and accurate. In the event of a claim, *we* may 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.

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 or maximum sum insured 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

2. An event when, on the purchase date as shown on *your confirmation*, *you* or *your travel companion* knew, or it was reasonable to expect, may eventually prevent *you* from going on or completing *your trip* as booked.
3. The *medical condition* or death of a person who is ill when the - purpose of *your trip* is to visit that person.
4. *Your* self-inflicted injuries, unless medical evidence establishes that the *injuries* are related to a mental health illness.
5. Any claim that results from or is related to *your* commission or attempted commission of a criminal offence or illegal act.
6. Any *medical condition* that is the result of *you* not following *treatment* as prescribed to *you*, including prescribed medication.
7. • Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *your trip*.
• Any *medical condition* arising during *your trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
8. *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*;
 - for which future investigation or *treatment* was planned before *your effective date*;
 - which caused symptoms that would have caused an ordinarily prudent person to seek *treatment* in the three (3) months before *your effective date*; or
 - - that had caused *your* physician to advise *you*, before *your - effective date*, 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.
14. 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*.

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.

SECTION 8 – How to Submit a Claim

**IN THE EVENT OF AN EMERGENCY,
CALL THE ASSISTANCE CENTRE IMMEDIATELY**

**1 866-943-6025 toll-free from the USA and Canada.
+1 519 251-7274 collect to Canada where available,
from anywhere else in the world.**

***Our 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 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 (1) 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, 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 Choice 2 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 submit a claim or to enquire about *your* claim status at:
1 866-943-6025 or +1 519 251-7274.

All money payable under this contract 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 & Interruption or Misconnection 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 in the *Limitations Act, 2002* in Ontario or other applicable legislation.

SECTION 9 – 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.

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.

SECTION 10 – Definitions

When italicized in this policy, the term:

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 *your* unmarried, dependent son or daughter, or *your grandchild(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) *your 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*.

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 *you* return *home*; 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. If *you* requested coverage to start when *you* leave Canada, *home* means Canada.

Hospital means an institution that is licensed as an accredited hospital that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

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

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

Key-person means someone to whom *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 antianxiety medication (anxiolytics) 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.

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 or 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:

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

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

Travel companion means someone who shares *trip* arrangements with *you* on any one *trip*, up to a maximum of three (3) persons.

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 Manulife.

You, your means the person(s) named as the insured(s) on the *confirmation*, for whom insurance coverage was applied 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.

SECTION 11 – 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 *your* 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 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, ON N2J 4C6.

