# **Travel Choice 1**

## Travel Insurance Policy

## Coverage underwritten by The Manufacturers Life Insurance Company (Manulife)

IN THE EVENT OF AN *EMERGENCY*, CALL *OUR* ASSISTANCE CENTRE IMMEDIATELY at 1-866-943-6025 in Canada and the United States or call 519-251-7274 collect to Canada where available. Do not assume that someone will contact *ACM* on *your* behalf. It remains *your* responsibility to ensure that *ACM* has been contacted prior to receiving *treatment* or as soon as reasonably possible. Failure to do so may limit benefits (see Section V – Limitations and Restrictions).

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/.

#### **IMPORTANT NOTICE - PLEASE READ CAREFULLY**

- 1. Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy before *you* travel as *your* coverage may be subject to certain limitations and exclusions.
- 2. Your policy may not provide coverage for medical conditions and/or symptoms that existed before your trip. Check to see how this applies to your policy and how it relates to your departure date, date of purchase or effective date.
- 3. In the event of an accident, injury, or sickness, your prior medical history may be reviewed when a claim is made.
- 4. Your policy provides travel assistance. You are required to notify the designated assistance company prior to treatment. Your policy may limit benefits should you not contact the assistance company within a specified time period

## PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL.

- You are required to contact ACM for prior approval of treatment. This policy may limit benefits should you fail to do so (see Section V Limitations and Restrictions).
- Throughout this policy *you* will notice that certain terms are brought to *your* attention with italics. These terms have been given specific meanings and are defined in Section XII Definition
- All amounts are in Canadian currency, unless indicated otherwise.
- If, while you are on a covered trip, you return to your province or territory of residence for any reason, you must contact Vertis Insurance Solutions Ltd. (herein called Vertis) to determine how your coverage may be affected.

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 I – ELIGIBILITY**

- 1) You are not eligible for any coverage under this policy if:
  - a) You have been advised by a physician not to travel at this time.
  - **b)** You have a terminal illness for which a physician has estimated you have less than six (6) months to live.
  - c) You have metastatic cancer (a cancer that has spread from the original site to one or more other areas of the body).
  - **d)** You require kidney dialysis.
  - e) You have been prescribed or used home oxygen in the last twelve (12) months.
  - f) You have had a bone marrow, stem cell or organ transplant (excluding cornea transplant).
- 2) You must be a Canadian resident and be covered by the government health insurance plan (GHIP) of your Canadian province or territory of residence for the entire duration of your trip.
- **3)** You must complete the Application and the Medical Declaration (if applicable) prior to the effective date of insurance.

If your health changes or does not remain stable between the date you complete and submit your application and your effective date, you must review the medical questions on the Medical Declaration with the Vertis sales agent to re-assess your eligibility. If you are no longer eligible for the insurance plan you purchased and you fail to contact Vertis, your claim will be denied, the Insurer will void your policy, and the premium paid will be refunded. This means no benefits will be covered and you will be responsible for all expenses relating to your sickness or injury, including repatriation costs.

4) If you are purchasing a Multi-Trip Annual Plan and your health changes or does not remain stable after the effective date, your eligibility will not be affected but coverage for your medical condition may be excluded (see Section VII – Exclusions, paragraph A – Pre-existing Condition Exclusions).

## **SECTION II – INSURANCE AGREEMENT**

#### **Section II-A: The Contract**

This contract offers worldwide travel insurance coverage to a maximum of \$10 million (See Section II, G – Coverage offered). This policy, the application, the Medical Declaration (if applicable), the *confirmation* of insurance and the rate sheet constitute *your* contract of insurance.

#### **Section II-B: Plans Offered**

## 1) SINGLE TRIP DAILY PLAN

#### Description

- a) Provides coverage for a single trip while travelling outside your province or territory of residence for the entire duration of your trip.
- **b)** May be purchased as a Top-Up to commence on the day immediately following the expiry date of another insurance plan.
- c) Optional Extensions available (see page 2).
- **d)** Coverage must be purchased prior to departure from *your* province or territory of residence.
- **e)** Coverage must be purchased for the entire duration of *your* trip unless topping up another coverage.

## Other Single Trip Daily Plan Options:

## a) Canada Plan

- **(i)** Provides coverage for a single trip for travel within Canada only for the entire duration of *your* trip (excluding *your* province or territory of residence).
- (ii) Available for applicants of all ages.
- (iii) Optional extensions are available (see page 2).
- (iv) NOT available as Top-Up Insurance.

#### b) Non-Underwritten Plan

- (i) Provides coverage for a single trip of up to 15 days.
- (ii) Available for applicants age 60 or over.
- (iii) Optional Extensions available (see page 2).
- (iv) NOT available as Top-Up Insurance.

#### **Period of Coverage**

PLAN	AGE	MAXIMUM TRIP DURATION
Single Trip Daily Plan	All Ages	Up to <i>your</i> GHIP maximum*
Canada Plan	All Ages	Up to <i>your</i> GHIP maximum*
Non-Underwritten Plan	60 years or over	Up to 15 days

<sup>\*</sup>Coverage beyond the Maximum Trip Duration (to a limit of 365 days) is permitted providing that *you* have been granted an extension of *your* GHIP coverage.

**Effective Date of Coverage** – Coverage **begins** on the later of: *your* departure date from *your* province or territory of residence; or *your* effective date as indicated on *your confirmation* of insurance.

**Termination of Insurance** – This insurance **terminates** on the earlier of the following dates:

- a) the date you return to your province or territory of residence; or
- b) the expiry date indicated on your confirmation of insurance. However, if you return to your province or territory of residence for an unexpected temporary visit prior to your expiry date, provided you have not incurred a claim, your coverage may resume with no additional premium once you leave your province or territory of residence to resume your trip. The number of days of your temporary return will not be refunded or reissued. If during your temporary visit you are treated or you receive treatment for a medical condition (other than a minor ailment), your policy will terminate and you may be eligible for a refund (see Section II, F Refunds).

## Optional Extension or Top-Up of Coverage

- a) Optional Extension Extensions are available for the Single Trip Daily Plan, including the Canada Plan and the Non-Underwritten Plan (up to a maximum of 15 days). If this insurance is purchased to top up an insurance plan other than the Insurer's:
  - (i) Coverage must be purchased for the entire number of remaining days of *your* trip.
  - (ii) Coverage may be purchased after departure, but before the expiry of prior coverage.
- b) Top-Up A Top-Up is a Single Trip Daily Plan (see II -- B: Plans Offered on page 1) that provides coverage for additional days of travel beyond the duration of another insurance plan, commencing on the day after the expiry date of that plan. The Single Trip Daily Plan can be used as a Top-Up to the Multi-Trip Annual Plan, the 40-Day Supplemental Multi-Trip Annual Plan for Public Service Health Care Plan (PSHCP) members, or another insurer's travel insurance plan. IMPORTANT It is your responsibility to ensure that your initial travel insurance contract will authorize the Top-Up of its insurance coverage.
  - (i) Additional coverage may be purchased to top up *your* insurance beyond the trip duration for which *you* are eligible.
  - (ii) Your additional coverage must be purchased for the entire number of remaining days of your trip.
  - (iii) Coverage may be purchased before or after *your* departure date but not more than 10 days prior to the expiry date of the existing coverage.
  - **(iv)** You must pay the required premium prior to the effective date of the Top-Up.
  - (v) Proof of departure may be required.

## c) Coverage can be extended or topped up providing that:

- (i) A claim has not been made under the initial policy for the specific trip. If a claim has been made, an extension or Top-Up may be granted upon review from the Insurer.
- (ii) You have not experienced any changes in your health since your effective date or departure date.
- (iii) You remain eligible for insurance.
- **(iv)** The request for the extension is received by phone not more than 10 days prior to the expiry date of *your* coverage.
- (v) The total trip duration outside your province or territory of residence, including the extension, does not exceed the maximum trip duration for which you are eligible under your GHIP coverage.

(vi) The required premium is charged to your credit card.

**Note:** The minimum premium is \$25 per extension. The cost of additional days of insurance will be calculated based on the total trip duration, the age of the *insured* on the purchase date of the extension and using the premium schedule in effect at the time the extension is requested.

#### 2) MULTI-TRIP ANNUAL PLAN

#### Description

- **a)** Provides coverage when travelling outside of Canada, between the effective date and expiry date as indicated on *your confirmation* of insurance, for any number of trips up to the allowable trip duration by age in the period of coverage listed below.
- **b)** Offers unlimited number of days for travel within Canada (excluding *your* province or territory of residence).
- Includes up to \$1,000 per policy, per year for Trip Cancellation.
   Refer to Section IV, A –Coverage Offered.
- **d)** Top-Up coverage is available. Refer to Section II, B Optional Extension or Top-Up of Coverage.
- **e)** Trips must be separated by a return to *your* province or territory of residence or Canada.
- f) Under the Multi-Trip Annual Plan, you are not required to provide advance notice of the departure and return dates of each trip; however, you will be required to provide evidence of your departure date and return date when filing a claim (e.g. airline ticket or customs/immigration stamps).

### **Period of Coverage**

- a) Age 0-79: 9, 16, 22, 30 or 60 consecutive days
- **b)** Age 80 +: 9 or 16 consecutive days

#### **Effective Date of Coverage**

- **a)** Coverage under the Multi-Trip Annual Plan **begins** on *your* effective date as indicated on *your confirmation* of insurance.
- **b)** Coverage for each trip under the Multi-Trip Annual Plan **begins** on *your* departure date as long as coverage is in effect under the Multi-Trip Annual Plan.

**Exception:** No coverage is in effect for a trip outside *your* province or territory of residence that commenced prior to the effective date of the Multi-Trip Annual Plan.

## Termination of Insurance

- a) Coverage under the Multi-Trip Annual Plan **terminates** on the day prior to the one-year anniversary of *your* effective date.
- **b)** Coverage for each trip under the Multi-Trip Annual Plan **terminates** on the earliest of:
  - (i) the expiry date of your Multi-Trip Annual Plan as indicated on your confirmation of insurance;
  - (ii) the date *you* return to *your* province or territory of residence; or
  - (iii) the date you reach the maximum number of days outside of your province or territory of residence allowed under the Multi-Trip Annual Plan option you selected, as indicated on your confirmation of insurance.

**Top-Up** – The Single Trip Daily Plan can be added as a Top-Up to *your* Multi-Trip Annual Plan if *your* trip will be longer than the option selected at the time of application. A Multi-Trip Annual Plan cannot be used to top up another Multi-Trip Annual Plan unless *your* trip begins during the coverage period but extends beyond the expiry date as indicated on *your confirmation* of insurance. Coverage can be obtained by purchasing the Multi-Trip Annual Plan as long as the total trip duration does not exceed the duration of the option *you* selected.

## ) 40-DAY SUPPLEMENTAL MULTI-TRIP ANNUAL PLAN (for Public Service Health Care Plan (PSHCP) members) Description

- Provides coverage between the effective date and expiry date for any number of trips of up to 40 consecutive days for travel outside of *your* province or territory of residence.
- **b)** Benefits provided under this policy are payable in excess of the first \$500,000 payable by *your* primary insurance provider.
- c) May be eligible for a Single Trip Daily Plan Top-Up.
- **d)** You must be a member of the Public Service Health Care Plan.
- Trips must be separated by a return to your province or territory of residence or Canada.

f) Under the 40-Day Supplemental Multi-Trip Annual Plan, *you* are not required to provide advance notice of the departure and return dates of each trip; however, *you* will be required to provide evidence of *your* departure date and return date when filing a claim (e.g. airline ticket or customs/immigration stamps).

## **Effective Date of Coverage**

- a) Coverage under the 40-Day Supplemental Multi-Trip Annual Plan begins on your effective date as indicated on your confirmation of insurance.
- Coverage for each trip under the 40-Day Supplemental Multi-Trip Annual Plan begins on your departure date from your province or territory of residence, as long as coverage is in effect.
   Exception: No coverage is in effect for a trip outside of your province or territory of residence that commenced prior to the effective date of the 40-Day Supplemental Multi-Trip Annual Plan.

#### **Termination of Insurance**

- Coverage under the 40-Day Supplemental Multi-Trip Annual Plan terminates on the day prior to the one-year anniversary of your effective date.
- b) Coverage for each trip under the 40-Day Supplemental Multi-Trip Annual Plan terminates on the earlier of:
  - (i) the expiry date of *your* 40-Day Supplemental Multi-Trip Annual Plan as indicated on *your confirmation* of insurance;
  - (ii) the date you return to your province or territory of residence; or
  - (iii) the date you reach the 41st day outside of your province or territory of residence as allowed under the 40-Day Supplemental Multi-Trip Annual Plan and indicated on your confirmation of insurance.

If you require **medical assistance** during the first 40 days of your trip, call the PSHCP's assistance company directly. Please consult your PSHCP policy for *emergency* numbers. If you require **non-medical assistance** or assistance for benefits not covered by your PSHCP policy during the first 40 days of your trip (i.e. Trip Cancellation, Interruption, Delay or Vehicle Return benefit), call ACM at one of the *emergency* numbers found on your confirmation o this insurance.

**Top-Up** – The Single Trip Daily Plan may be added to *your* 40-Day Supplemental Multi-Trip Annual Plan for a single-trip. Refer to "Single Trip Daily Plan – Optional Extension or Top-Up Coverage".

## **Section II-C: Automatic Extension of Coverage**

Your coverage will be extended automatically without additional premium upon notifying ACM, if your return to your province or territory of residence is delayed beyond the expiry date of this insurance solely due to one of the following reasons:

- Your return trip is delayed beyond the expiry date of this insurance due to the delayed arrival or departure of a common carrier aboard which you are scheduled to travel, until the earlier of:
  - **a)** the date *you* return to *your* province or territory of residence; or
  - b) five consecutive days from the date the insurance coverage would otherwise terminate were it not for the automatic extension.
- 2) The vehicle in which you are travelling is involved in an accident or mechanical breakdown that prevents you from returning to your province or territory of residence on or before your expiry date of this insurance provided the return journey commences prior to the expiry date of your policy, until the earlier of:
  - a) the date you return to your province or territory of residence; or
  - b) five consecutive days from the date the insurance coverage would otherwise terminate were it not for the automatic extension.
- 3) You or your travel companion must remain hospitalized for treatment of a sickness or injury beyond the expiry date of this insurance, to a maximum of 365 days or until you or your travel companion are stable for discharge in the opinion of the Insurer, whichever is earlier, plus five consecutive days thereafter.
- **4)** You or your travel companion's return is delayed beyond the expiry date of this insurance as a direct result of sickness or injury for which you or your travel companion are not hospitalized, until the earlier of:
  - a) the date you return to your province or territory of residence; or
  - b) five consecutive days from the date the insurance coverage would otherwise terminate were it not for the automatic extension.

## **Section II-D: Family Coverage**

- a) For applicants age 59 or under Offers coverage for the spouse and children of the insured person. In case of divorce, all insured persons named on the confirmation of insurance remain covered by the policy until the expiry date. Under the Multi-Trip Annual Plan and the 40-Day Supplemental Multi-Trip Annual Plan, all insured persons may travel independently of one another. Family coverage must be purchased for this coverage to be in place.
- b) For applicants age 60 or over Offers coverage for two children and/or grandchildren who are under 16 years of age and travelling with their insured parents (or with insured grandparent[s] in the absence of parents during the trip) when each adult is age 60 or over and covered under a Travel Choice Multi-Trip Annual plan. If any of the parents/grandparent(s) are under age 60, family coverage must be purchased.

## **Section II-E: Payment of Premium**

- a) Payment by Cash, Cheque or Credit Card Coverage is conditional on the payment of *your* premium. Insurance premiums paid by cash, cheque or credit card are payable in full on or before the effective date of coverage or the renewal date. The policy will not become effective unless the full payment is received. If the premium is insufficient for the period of coverage selected, we will:
  - i) charge and collect any underpayment; or
  - ii) shorten the policy period by a written endorsement if an underpayment in premium cannot be collected.

We will refund any overpayment of premium.

- **b)** Overdue Premium in case any premium payment is overdue:
  - i) If after the effective date of your policy the premium is unpaid, the Insurer will send you a notice giving you 15 days to make the payment. If payment is not received, the Insurer may terminate the policy at the expiry of this 15-day period.
  - ii) In the event of a claim while this policy is in force, if any premium payment remains overdue, the Insurer may deduct the total amount of the outstanding premium from the claim payment.

## **Section II-F: Refunds**

- **a) MULTI-TRIP ANNUAL PLAN** The premium paid is non-refundable after the effective date of coverage.
- b) SINGLE TRIP DAILY PLAN -
  - A full refund of the premium paid will be made provided that a written request is received by Vertis prior to the effective date.
  - ii) For Top-Ups, a full refund of the premium paid will be made provided that a written request is received by Vertis prior to the departure date.
  - iii) The premium paid (less an administration fee of \$25 per insurance policy) may be partially refunded in the event you must return to your province or territory of residence prior to your scheduled return date, provided no claim has been incurred or reported at any time during your trip and/or the return requires a termination of your policy.

Requests for refunds must be made in writing within 90 days of *your* policy's expiry date to Vertis. If Vertis receives satisfactory proof (e.g. airline ticket or customs/immigration stamps) of *your* actual return date to *your* province or territory of residence, *your* refund will be calculated from that date. Otherwise, calculation of such refunds will be based on the date of the postmark of *your* written request. Minimum refund is \$10 per insurance policy.

## **Section II-G: Coverage Offered**

Subject to all terms and conditions indicated in this policy, this insurance provides payment for the *reasonable and customary* costs incurred by *you* (less any applicable deductible) in case of an *emergency* occurring while *you* are travelling outside *your* province or territory of residence for the benefits set out in Section IV – Benefits (All Plans). The Insurer will pay such eligible expenses, to a maximum of \$10 million, only in excess of those reimbursable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan and *your* Canadian provincial or territorial government health insurance plan.

## SECTION III – MEDICAL CONCIERGE SERVICES PROVIDED BY STANDBY MD

Travel Choice 1 Travel Insurance is pleased to provide with any policy with medical benefits the additional value-added medical Concierge Services to *you* when *you* have *Emergency* Medical Insurance coverage under this policy.

What services are available? StandbyMD offers you:

- Anywhere you travel, telephone access to a qualified physician who can assess your symptoms and provide treatment options;
- In 86 countries and over 4000 cities, access to *physician* house call visits. In addition, when *you* travel to the United States, StandbyMD offers the following services:
- Same-day co-ordination and delivery of lost/forgotten prescription maintenance medication, eye glasses or contact lenses and medical supplies:
- Referral to medical specialists, chiropractors, dentists, walk-in clinics, urgent care centres or more than 50,000 hospitals for evaluation and treatment:
- Physician co-ordination to an Emergency Room and, whenever possible in select cities, will "fast track" you through the Emergency Room.

**How does this service work?** The StandbyMD program will assist with co-ordinating payment of eligible expenses subject to the terms and conditions of the policy. To access this service, simply call the Assistance Centre using the phone numbers indicated on the wallet card.

## Medical Concierge Services are provided by StandbyMD.

**Disclaimer, Waiver, and Limitation of Liability:** StandbyMD is not a medical provider. Medical providers utilized by StandbyMD are not employees, agents, nor in any way affiliated with StandbyMD, beyond accepting StandbyMD's referrals. StandbyMD does not have any control, real or implied, over the medical judgment of participating medical providers, nor their actions or inactions. StandbyMD, upon making referrals under this policy does not assume any responsibility for:

- the availability,
- the quality,
- the results or outcome of any treatment or service.

Policyholders hereby specifically waive any and all rights to proceed legally against StandbyMD or anyone related to StandbyMD\* in any and all claims, demands, actions, causes of action, and suits of any kind, nature, or amount which relate to, or in any way directly or indirectly flow from the medical concierge services that StandbyMD is offering. StandbyMD's liability under these medical concierge services, if any, is limited solely to the amount of payment made to participating medical providers for the services that a policyholder obtained after they received a referral from StandbyMD.

\*Related persons include principals, parents, successors and assigns of StandbyMD.

## SECTION IV - BENEFITS (ALL PLANS)

In order to be considered eligible expenses, many benefits listed in this section require the prior approval of *ACM*.

- Hospital Accommodation: Charges up to the semi-private room rate (or an intensive or coronary care unit where medically necessary).
- 2) Physician Fees: Medical treatment by a physician.
- 3) Diagnostic Services: Laboratory tests and X-rays prescribed by the attending *physician* due to an *emergency*. **Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds and biopsies unless such services are authorized in advance by *ACM*.
- **4) Paramedical Services:** Services of a licensed chiropractor, chiropodist, osteopath, podiatrist or physiotherapist, including x-rays, to a maximum of \$300 per profession listed, when approved in advance by *ACM*.
- 5) Prescription Drugs: Drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a physician and that are supplied by a licensed pharmacist when required as a result of an emergency. Limited to a 30-day supply per prescription, unless you are hospitalized. This benefit does not cover drugs, serums and injectables needed to stabilize a chronic condition or a medical condition which you had before your trip. To file a claim you must supply original receipts issued by the pharmacist, physician or hospital, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing physician.

- **6) Replacement of prescription drugs:** We will pay up to \$50 if you have misplaced or have forgotten your prescription medication during your trip and it is necessary for you to continue taking the prescribed medication. Charges for vitamins, vitamin preparations, over-the-counter drugs, contraceptives or birth control are not covered. This benefit includes the cost of consultation with a physician.
- 7) Ambulance Services: Reasonable and customary costs for licensed ground ambulance to the nearest hospital (also covers local taxi fare in lieu of local ground ambulance).
- 8) Medical Appliances: When approved in advance by ACM, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending physician, and required due to a covered emergency.
- 9) Private Duty Nursing: The professional services of a registered private nurse (other than an immediate family member) as the result of a covered emergency, when medically necessary and while hospitalized, to a maximum of \$5,000 per insured person, when approved in advance by ACM.
- **10)** *Emergency* **Air Transportation:** When approved and arranged in advance by *ACM* (Refer to Section V Limitations and Restrictions, #3):
  - a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for medical *treatment*;
  - **b)** transport on a licensed airline with an attendant (when required) for *emergency* return to *your* province or territory of residence for immediate medical attention;
  - c) the fare for additional airline seats to accommodate a stretcher to return *you* to *your* province or territory of residence; or
  - up to the cost of a one-way economy airfare to your province or territory of residence.
- 11) Qualified Medical Attendant: Fees for a qualified medical attendant (other than an immediate family member) to accompany you to your province or territory of residence when recommended by the attending physician and approved in advance and arranged by ACM. This includes return economy airfare and overnight lodging and meals (where necessary).
- **12) Transportation to Bedside:** When approved in advance by *ACM*, a single round-trip economy airfare from Canada and up to \$150 per day to a maximum of \$1,500 per policy for the cost of meals and commercial accommodation (original receipts are required) will be provided for a person of *your* choice to:
  - a) be with you when you are travelling alone and have been hospitalized for at least seven consecutive days outside your province or territory of residence. You must provide written certification from the attending physician that the situation is serious enough to warrant the visit. This benefit is provided immediately if you are 20 years of age or less; or
  - identify the deceased prior to the release of the body, where necessary.

Furthermore, the person required at bedside or mandated to identify the deceased will be covered under the same terms and limitations of *your* policy.

- 13) Return of Insured Travel Companion: When approved in advance by ACM, the cost of a one-way economy airfare to return your insured travel companion to your province or territory of residence if you are returned under the Emergency Air Transportation or Preparation and Return of Remains benefit
- 14) Treatment of Dental Accidents: Emergency dental treatment at trip destination to a maximum of \$2,000 to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an accidental blow to the face, provided you consult a physician or a dentist immediately following the injury. An accident report is required from the physician or dentist for claims purposes. This benefit excludes crowns and root canals.
- **15)** Emergency Relief of Dental Pain: Up to \$350 per insured person for emergency relief of dental pain at trip destination. This benefit excludes crowns and root canals.
- **16) Meals and Accommodation:** When approved in advance by *ACM*, reasonable, necessary expenses incurred by *you* or an *insured travel companion* for commercial lodging and meals, commercial automobile rental, or taxi transportation and parking fees up to \$150 per day to a maximum of \$1,500 per policy, if a covered *emergency* causes *you* to miss *your* scheduled return or requires that *you* be relocated for *treatment*. To file a claim, *you* must supply original receipts from commercial organizations and a certificate from the attending *physician* to the effect that *you* were unable to travel.

- **17)** Vehicle Return: Up to \$3,000 if neither you, nor someone travelling with you, is able to operate your owned or rented vehicle during your trip due to an emergency. Arrangements and payment will be made for the return of the vehicle to your home in your province or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for one person to return the vehicle when approved and arranged in advance by ACM. This benefit does not cover wages lost by the person driving your vehicle. Original receipts are required.
- **18) Preparation and Return of Remains:** In the event of *your* death, up to a maximum benefit of \$5,000 towards the actual cost incurred for preparation of remains; homeward transportation of the deceased *insured person* to his province or territory of residence; or cremation and/ or burial at the place of death of the *insured person*. The cost of the casket or urn is not covered by this benefit
- 19) Escort of Children (and Grandchildren): When approved in advance by ACM:
  - organization, escort and payment up to the cost of a one-way economy airfare for the return of your insured children or grandchildren, provided they are under 16 years of age or of any age and have a permanent physical impairment or a permanent mental deficiency; or
  - b) reimbursement of up to \$1,000 for the services of a child care provider (other than an immediate family member) contracted by you for your insured children or grandchildren, provided they are under 16 years of age or of any age and have a permanent physical impairment or a permanent mental deficiency, in the event an insured parent or legal guardian (on the trip) is medically repatriated or hospitalized.
- 20) Pet Return: The return to Canada of your accompanying cat or dog, in the event that you are hospitalized or repatriated during an emergency, to a maximum of \$500.
- **21) Remote Evacuation:** *Your emergency* evacuation from a mountainous area, the sea, or other such remote location to the nearest, most reasonably accessible medical facility or *hospital*, to a maximum of \$5,000.

The following is only available under the Multi-Trip Annual Plan and the 40-Day Supplemental Multi-Trip Annual Plan for the Public Service Health Care Plan (PSHCP) members.

#### Trip Cancellation, Interruption or Delay

## (Note: Does not apply to Top-Ups)

- A) Coverage offered When expenses are incurred as the result of a sickness, injury or death of the insured person, an immediate family member, a travel companion, a travel companion's immediate family member or a business associate with whom you are travelling during the policy period, the Insurer will pay per policy, per year for:
  - 1) Multi-Trip Annual Plan, up to \$1,000:
    - a) Trip Cancellation:
      - (i) The non-refundable portion of your deposit paid in advance and irrecoverable from any other source if you must cancel a covered trip.
      - (ii) The penalty fee charged for the reinstatement of the unused travel points. Refer to D-Exclusions for restriction relating to trips booked with travel points.
  - 40-Day Supplemental Multi-Trip Annual Plan for the Public Service Health Care Plan (PSHCP) members, up to \$4,000:
    - a) Trip Cancellation:
      - (i) The non-refundable portion of *your* deposit paid in advance and irrecoverable from any other source if *you* must cancel a covered trip.
      - (ii) The penalty fee charged for the reinstatement of the unused travel points. Refer to D-Exclusions for restriction relating to trips booked with travel points.
    - b) Trip Interruption or Delay:
      - (i) The non-refundable portion of *your* prepaid accommodation if *you* must interrupt a covered trip already commenced; and
      - (ii) The cost to upgrade your return ticket to a one-way economy airfare by regular scheduled transportation if you must interrupt a covered trip already commenced, or if the return portion of a covered trip is delayed beyond the scheduled return date.

- **Note:** This benefit is valid only when the insurance policy is purchased at time of initial deposit or prior to any cancellation penalties being chargeable to *you*.
- B) Restriction At the time you purchase your travel arrangements: You must not know or be aware of any reason, circumstance, event, activity or medical condition affecting you, an immediate family member, a travel companion, a travel companion's immediate family member or a business associate which may eventually prevent you from starting and/or completing your covered trip as booked.
- C) Pre-existing Condition Exclusions This benefit does not cover losses or expenses caused directly or indirectly, in whole or in part, by:
  - 1) Any medical condition which was not stable at any time during the 90 days prior to the purchase date of your travel arrangements.
  - 2) A heart condition, if any heart condition was not stable at any time during the 90 days prior to the purchase date of your travel arrangements.
  - 3) A lung condition, if:
    - a) any lung condition was not stable; or
    - **b)** *you* required *treatment* with oxygen or have taken oral steroids (e.g. prednisone) for **any** lung condition, at any time during the 90 days prior to the purchase date of *your* travel arrangements.

**Note:** The above exclusions apply to the following persons: *you*, an *immediate* family member, a travel companion, a travel companion's immediate family member, or a business associate.

- **D) Exclusions** This benefit does not cover losses or expenses caused directly or indirectly, in whole or in part, by:
  - 1) A trip undertaken for the purpose of visiting a sick or injured person when the covered trip is cancelled, interrupted or delayed due to such person's medical condition or death therefrom.
  - 2) A return delayed more than 10 days beyond the scheduled date of return, unless you, an immediate family member, a travel companion, a travel companion's immediate family member, or a business associate with whom you are travelling during the policy period were hospitalized for at least 48 consecutive hours within the 10-day period.
  - **3)** Any non-refundable pre-paid travel arrangements when the trip was paid for through a points or rewards program.

General Exclusions listed in Section VII – Paragraph B – General Exclusions also apply to this benefit

#### **SECTION V – LIMITATIONS AND RESTRICTIONS**

- 1) Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment ACM must approve in advance any surgery, invasive procedure, diagnostic testing or treatment (including, but not limited to, cardiac catheterization), prior to the insured undergoing such surgery, procedure, testing or treatment. It remains your responsibility to inform your attending physician to call ACM for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
- 2) Failure to Notify ACM We will not pay any expenses or benefits relating to covered expenses that exceed 80% of the cost we would normally have to pay under this insurance, if you do not contact ACM at the time of the emergency. If your medical condition makes it medically impossible for you to call, we ask that you call as soon as you can or that someone call on your behalf.
- Transfer or Medical Repatriation During an emergency (whether prior to admission, during a hospitalization or after your release from the hospital), the Insurer reserves the right to:
  - a) transfer you to one of its preferred health care providers; and/or
  - b) return you to your province or territory of residence for treatment of your sickness or injury without danger to your life or health. If you choose to decline the transfer or return when declared medically stable by the Insurer, the Insurer will be released from any liability for expenses incurred for such sickness or injury after the proposed date of transfer or return. ACM will make every provision for your medical condition when choosing and arranging the mode of your transfer or return and, in the case of a transfer, when choosing the hospital.
- 4) Limitation of Benefit Once you are deemed medically stable to return to your province or territory of residence (with or without a medical escort) either in the opinion of the Insurer or by virtue of discharge from hospital, your emergency is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the medical emergency will no longer be eligible for coverage under this policy.

- 5) Availability and Quality of Care The Insurer is not responsible for the availability, quality or results of any *treatment* or transportation, or *your* failure to obtain *treatment* or hospitalization.
- 6) Benefits Limited to Incurred Expenses The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

## **SECTION VI – STATUTORY CONDITIONS**

**The Contract** – The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing by the Insurer after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

**Waiver** – The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.

**Copy of Application** – The Insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

**Material Facts** – No statement made by *you* at the time of application for this contract shall be used in defense 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.

**Notice and Proof of Claim** – *You* or a beneficiary entitled to make a claim, or the agent of any of *you*, shall:

- give written notice of claim to ACM by delivery thereof or by sending it by registered mail to ACM not later than 30 days from the date the claim arises under the contract on account of an injury or sickness;
- 2) within 90 days from the date a claim arises under the contract on account of an *injury* or *sickness*, furnish to ACM such proof of claim as is reasonably possible in the circumstances of the happening of the *injury* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if elevant; and
- 3) if so required by ACM or the Insurer, furnish a satisfactory certificate as to the cause or nature of the *injury* or *sickness* for which claim may be made under the contract.

**Failure to Give Notice or Proof** – Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the *injury* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

**Insurer to Furnish Forms for Proof of Claim** – The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *injury* or *sickness* giving rise to the claim and of the extent of the loss.

**Rights of Examination** – As a condition precedent to recovery of insurance money under this contract:

- 1) the claimant shall afford to the Insurer and *ACM* an opportunity to examine the *insured person* when and so often as it reasonably requires while the claim hereunder is pending; and
- 2) in the case of death of the *insured*, the Insurer and *ACM* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

When Money Payable – The right of any person to designate persons to whom or for whose benefit insurance money is payable is restricted. All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.

## **SECTION VII – EXCLUSIONS**

## A - Pre-existing Condition Exclusions

Plan Category	Pre-existing Condition Exclusion and Period		
	Exclusion	Pre-existing Period	
Age 59 or under	1	180 days (90 days for high blood pressure)	
	5 a), b), d)	365 days	
	5 c)	Ever	
Age 60 or over			
Rate Category 6	1, 2, and 3	90 days	
Rate Category 5	1, 2, and 3	90 days	
Rate Category 4	1, 2, and 3	180 days (90 days for high blood pressure)	
Rate Category 3	1, 2, and 3	180 days (90 days for high blood pressure)	
Rate Category 2	1, 2, and 3	365 days (90 days for high blood pressure and 180 days for cancer)	
Rate Category 1	1, 2, and 3	365 days (90 days for high blood pressure and 180 days for cancer)	
Non-Underwritten Plan	1, 2, and 3	90 days (age 60 to 75)	
	4	2 years (age 76 or over)	
40-Day PSHCP Supplemental	1, 2, and 3	90 days	
Canada Plan	·	The Pre-existing Condition Exclusions do not apply for the Canada Plan	

The following exclusions are applicable to any *medical condition you* have, including any *medical condition you* have disclosed on the application (if applicable).

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

- Any medical condition (other than a minor ailment) that was not stable at any time during the applicable Pre-existing Period prior to each departure date.
- Your heart condition, if any heart condition was not stable at any time during the applicable Pre-existing Period prior to each departure date.
- **3)** Your lung condition, if:
  - a) any lung condition was not stable; or
  - b) you have been treated with oxygen or taken oral steroids (e.g., prednisone) for any lung condition, at any time during the applicable Pre-existing Period prior to each departure date.
- **4)** Any *medical condition* (other than a *minor ailment*) for which *you* were *treated/received treatment* at any time during the applicable Pre-existing Period prior to each departure date.
- 5) a) any lung condition for which you required hospitalization, the use of oxygen or treatment with oral steroids (e.g. prednisone) at any time during the applicable Pre-existing Period prior to each departure date;
  - **b) any** heart condition which was not *stable* at any time during the applicable Pre-existing Period prior to each departure date;
  - heart failure if you have ever been diagnosed or treated for heart failure; or
  - d) any of the following conditions if you have been diagnosed or treated for a total of three or more of these conditions at any time during the applicable Pre-existing Period prior to each departure date: any heart condition, any lung condition, high blood pressure, or diabetes treated with oral medication and/or insulin.

## **B** – General Exclusions

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

- 1) Any non-emergency or elective treatment such as cosmetic surgery, chronic care, rehabilitation or any directly or indirectly related complications.
- 2) Covered expenses that exceed 80% of the cost we would normally have to pay under this insurance if you or someone on your behalf does not contact the Assistance Centre at the time of the emergency, unless your medical condition makes it impossible for you to call (in which case, the 20% co-insurance does not apply).
- 3) Any *emergency* when, prior to the purchase date, *you* had not met all of the eligibility requirements.
- **4)** Any *emergency* when, *you* did not truthfully and accurately answered all the questions in the *medical questionnaire* (if applicable).
- 5) Committing or attempting to commit an illegal act or criminal act.
- **6)** Your participation in and/or voluntary exposure to any risk from: war or act of war, or any service in the armed forces.
- The misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol, or other intoxicant.
- 8) Your self-inflicted injury unless medical evidence establishes that the injuries are related to a mental health illness.
- 9) Radiotherapy or chemotherapy.
- **10)** Any loss resulting from your minor mental or emotional disorder.
- 11) Treatment or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or hospital services, whether or not such trip is taken on the advice of a physician; or a sickness, injury or related condition for which it was reasonable to expect treatment or hospitalization during your covered trip; for which future investigation or treatment was planned before you left home; which produced symptoms that would have caused an ordinarily prudent person to seek treatment before leaving home; and/or that had caused your physician to advise you not to travel.
- **12) a)** *Your* routine prenatal care;
  - Your pregnancy or childbirth or complications thereof when they happen in the nine (9) weeks before or after the expected date of delivery;
  - c) Your child born during your trip.

- 13) Sickness or injury which first appeared, was diagnosed or received treatment after the departure date and prior to the effective date of the Single Trip Daily Plan if purchased as a Top-Up to another insurer's travel insurance product.
- **14)** Any *medical condition* for which *you* incur a claim after *your* departure date and prior to the effective date of the Top-Up or extension, if the Top-Up or extension was purchased after *your* departure date.
- **15)** *Treatment*, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that *you* elect to have provided outside *your* province or territory of residence when medical evidence indicates that *you* could return to *your* province or territory of residence to receive such *treatment*. The delay to receive *treatment* in *your* province or territory of residence has no bearing on the application of this exclusion.
- **16)** Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by *ACM* prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to a *hospital*.
- **17)** Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *ACM*.
- **18)** Hospitalization or services rendered in connection with general health examinations for "check-up" purposes, *treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or *treatment* in connection with drugs, alcohol or any other substance abuse.
- **19)** Non-compliance with any prescribed medical therapy or *treatment* (as determined by the Insurer) or failure to carry out a *physician*'s instructions.
- **20)** *Treatment* of a *sickness* or *injury* after the initial medical *emergency* has ended (as determined by *ACM*).
- **21)** *Emergency* air transportation and/or car rental unless approved and arranged in advance by *ACM*.
- **22)** *Treatment* not performed by or under the supervision of a *physician* or licensed dentist.
- **23)** Expenses incurred as a result of symptomatic or asymptomatic HIV infection, HIV-related conditions and AIDS (Acquired Immune Deficiency Syndrome), including any associated diagnostic tests or charges.
- **24)** An *emergency* resulting from: mountain climbing requiring the use of specialized equipment, including carabiners, crampons, pick axes, anchors, bolts and lead-rope or top-rope anchoring equipment to ascend or descend a mountain; rock-climbing; parachuting, skydiving, hanggliding or using any other air-supported sporting device; participating in a motorized speed contest; or *your* professional participation in a sport, snorkeling or scuba-diving when that sport, snorkeling or scuba-diving, is *your* principal paid occupation.
- **25)** Death or *injury* sustained while piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
- **26)** The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
- **27)** Services provided by an optometrist or for cataract surgery.
- **28)** Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by *ACM*.
- 29) A medical condition you suffer or contract in a specific country, region or area for which the Government of Canada has issued an "Avoid Non-Essential" or an "Avoid All Travel" Travel Advisory, before your departure date, advising Canadians to avoid all or non-essential travel to that specific country, region or area. If the Canadian Government issues a travel advisory or formal notice to leave that specific country, region or area, after your departure date, your medical condition coverage is limited to a period of 10 days from the date the advisory was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area. In this exclusion "medical condition" means any sickness, or injury that is attributable to the reason for which the travel advisory or formal notice was issued or complications arising from such "sickness or injury".
- **30)** Crowns and root canals.

- **31)** A trip outside *your* province or territory of residence on a commercial *vehicle* for the purpose of delivering goods or carrying a load. This exclusion applies to the driver, the operator, a co-driver, a crew member and any other passenger of the commercial *vehicle*.
- **32)** An act of terrorism. See Section VIII Terrorism Coverage
- **33)** For Top-Ups: any *medical condition* which first appeared, was diagnosed or *treated* after the scheduled departure date and prior to the effective date of the Top-Up.

## **SECTION VIII – TERRORISM COVERAGE**

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

- 1) For all Emergency Medical and Trip Cancellation and Trip Interruption insurance coverage, the Insurer will provide benefits to you for your covered expenses subject to the maximums shown in the benefits of this provision;
- 2) The benefits payable, as described directly above, is excess to all other potential sources of recovery, including alternative or replacement travel options offered by any supplier of travel service 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 the Insurer's emergency medical and trip cancellation and trip interruption insurance shall be subject to an overall maximum aggregate payable limit relating to all in-force travel policies issued by the Insurer including this policy. If total claims otherwise payable for a type of coverage under all travel policies issued by the Insurer, 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 prorated basis so that the total amount paid in respect of all such claims shall be the maximum aggregate payable limit. Coverage is only available for up to two acts of terrorism within a calendar year and the maximum aggregate payable limit for each act of terrorism is:

Type of Coverage	Maximum Aggregate for Each Act of Terrorism (CDN\$)	
Emergency Medical	\$35,000,000	
Trip Cancellation & Trip Interruption	\$2,500,000	

If, in the Insurer's 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**

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, results from, arises out of or is in connection with any acts of terrorism perpetrated by or is 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.

## SECTION IX – INTERNATIONAL ASSISTANCE SERVICES

IN THE EVENT OF AN EMERGENCY,
CALL THE ASSISTANCE CENTRE IMMEDIATELY
1-866-943-6025 toll-free from the USA and Canada
519-251-7274 collect to Canada where available,
from anywhere else in the world.

ACM answers your questions 24 hours a day, seven days a week. 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/.

**Emergency Call Centre** – No matter where you travel, professional assistance personnel are ready to take your call. Please consult your confirmation of insurance for *emergency* numbers. We can also provide you with Canada Direct instructions and codes so that you deal only with Canadian telephone operators.

**Referrals** – *ACM* can refer *you* to a medical provider (*hospitals*, clinics and *physicians*) that is closest to where *you* are staying. With a referral, it is less likely that *you* will have to pay for services out-of-pocket.

**Benefit Information** – Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.

**Case Management** – *Our* team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*. If necessary, we will help you to return to Canada for the care you need.

**Urgent Message Relay** – In the event of an *emergency*, we will contact *your travel companion* to keep him/her apprised of *your* medical situation, and we will help *you* exchange important messages with *your* family.

**Interpretation Service** – We can connect you to a foreign language interpreter when required for *emergency* services in foreign countries.

**Direct Billing** – Whenever possible, *we* will instruct the *hospital* or clinic to bill *ACM* directly.

**Claims Information** – We will answer any questions you have about the eligibility of your claim, our standard verification procedures and the way that your policy benefits are administered.

## **SECTION X – CLAIMS PROCEDURES**

*You* are responsible for providing all of the information and documents outlined below within 90 days of receiving services, as well as for any charges levied for these documents:

- Your policy number and the patient's name (married and maiden, where applicable), date of birth and Canadian provincial or territorial government health insurance plan number (including the expiry date or version code, where applicable).
- 2) All original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and types of treatment, and the name of the medical facility and/or physician.
- **3)** For prescriptions, the original prescription receipts (not cash receipts) from the pharmacist, *physician* or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost
- **4)** For a Multi-Trip Annual Plan, proof of the departure date and return date.
- A completed and signed Mandate/Authorization Form. A Mandate/Authorization Form means the form provided to you by ACM when notice of claim has been given, which you must complete and sign for the purpose of allowing the Insurer to recover payment from any other insurance contract or health plan (group, individual or government).
- For out-of-pocket expenses, an explanation of expenses accompanied by original receipts.
- If the Emergency Air Transportation benefit is used, the unused portion of your air ticket.

**Important:** Please note that incomplete documentation will be returned to *you* for completion. Once *ACM* receives *your* claim, *you* may be required to provide additional information. Failure to submit required information will lead to a delay in processing *your* claim.

Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.

Send all pertinent documents to: Active Care Management, P.O. Box 1237, Station A, Windsor, ON N9A 6P8.

Telephone: 1-866-943-6032 (toll-free) in Canada and the United States or 1-519-251-7275 collect where available

## **SECTION XI – GENERAL PROVISIONS**

**Subrogation** – If an *insured person* suffers a loss covered under this policy, the Insurer is granted the right from the *insured person* to take action to enforce all the rights, powers, privileges and remedies of the *insured person* upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to the *insured person*, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in the *insured person*'s name, and the *insured person* will attend at the place of loss to assist in the action. If the *insured person* institutes a demand or action for a covered loss he shall immediately notify the Insurer so that it may safeguard its rights. The *insured person* shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.

Other Insurance – This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing hospital, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province or territory of residence that are in excess of the amounts for which an insured person is insured under such other coverage.

All coordination with employee-related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment-related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If *your* lifetime maximum is greater than \$50,000, the Insurer will coordinate benefits only above this amount

**Misrepresentation and Non-Disclosure** – The completed Application together with the Medical Declaration (if applicable) is essential to the appraisal of the risk by the Insurer and is the basis of and forms part of *your* contract. Any erroneous responses therein constitute material misrepresentation or concealment relating to an essential component of the contract which renders *your* insurance void. Consequently and following a loss, no claim shall be payable by the Insurer and *you* shall be solely responsible for all expenses relating to *your* claim, including repatriation costs.

The entire coverage under this policy shall be void if the Insurer determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.

**Arbitration** – Not withstanding any clause in the present policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the Canadian province or territory of residence of the *insured*. The parties agree that any action will be referred to arbitration.

**Limitation of Actions** – 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.

**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 circumstance participate in the interest and liabilities of any of the others.

**Applicable Law** – This contract of insurance is governed by the laws of the Canadian province or territory of residence of the *insured*. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured*.

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

## **Notice On Privacy**

You hereby consent to the use by the insurer, its agents and administrators, as well as by Vertis Insurance Solutions Ltd. ("Vertis"), and by CanAm Insurance Brokers ("CanAm") of the personal and health information you disclosed herein and in all documents or information provided in connection with your policy/policies of insurance for the purposes cited above. Any of the parties stated above may disclose to each other your personal and health information for the purposes cited above.

**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* 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 Office, Manulife, P.O. Box 1602, Waterloo, ON N2J 4C6.

## **SECTION XII – DEFINITIONS**

**ACM** means Active Care Management, the company appointed by the Insurer to provide medical assistance and claims services related to *your* coverage.

**Act(s) of Terrorism** means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems.

The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a 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.

**Change in medication** means the medication dosage, frequency or type has been reduced, increased, stopped and/or new medication has 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 brand name medication to a generic brand medication of the same dosage.

**Child(ren)** means an unmarried, dependent son or daughter travelling with *you*, or joining *you* during *your* trip and who 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, for Emergency Medical Insurance, the child must be a minimum age of thirty (30) days.

**Common Carrier** means a bus, taxi, train, boat, airplane 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.

**Emergency** means an unforeseen *sickness* or *injury* that requires immediate *treatment*. An *emergency* no longer exists when *ACM* indicates that the person is able to return to his or her province or territory of residence, or country of permanent residence, or continue with the trip.

**Hospital** means a licensed facility where in-patients receive medical care and diagnostic and surgical services under the supervision of a staff of *physicians* with 24-hour care by registered nurses. A clinic, an extended or palliative care facility, a rehabilitation establishment, an addiction centre, a convalescent, rest or nursing home, home for the aged or health spa is not a *hospital*.

**Immediate Family Member** means *your* parent, sibling, *child*, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew and in-law.

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

**Insured, Insured Person, You, Your** mean the person(s) named as the *insured*(s) on the *confirmation*, for which insurance coverage was applied for and for whom the appropriate premium has been paid.

**Medical Condition** means *injury*, *sickness* or symptom; complication of pregnancy within the first 31 weeks of pregnancy.

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

**Minor Ailment** means a *sickness* or *injury* which does not require the use of medication for a period greater than 14 days nor requires more than one follow-up visit to a *physician*, hospitalization, referral to a specialist or surgical

intervention and which ends at least 30 days prior to *your* departure date. However, a chronic condition or any complications thereof or a condition which require continuous and ongoing medical attention is not considered a *minor ailment*.

**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 medical doctor who is duly licensed in the jurisdiction in which he/she operates and who gives medical care within the scope of his/her licensed authority. A *physician* must be a person other than *you*, a travel companion, or an *immediate family member*.

**Pre-existing Condition** means a *medical condition* that existed before *your* effective date. A *minor ailment* is not considered a *pre-existing condition*.

**Reasonable and Customary** means costs that do not exceed the standard fee of other providers of similar standing in the same geographical area, when providing the same *treatment* of a similar *sickness* or *injury* or for other comparable services or supplies in a similar circumstance.

**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** *medical condition* means that all of the following apply:

- a) there has not been any new symptom(s); and
- **b)** existing symptom(s) have not become more frequent or severe; and
- a physician has not determined that the medical condition has become worse; and
- no test findings have shown that the medical condition may be getting worse; and
- a physician has not provided, prescribed or recommended any new medication, any change in medication; and
- **f)** a *physician* has not provided, prescribed, or recommended any investigative testing, new *treatment* or any change in *treatment*; and
- **g)** there has been no admission to a *hospital* or referral to a specialty clinic or specialist; and
- a physician has not advised a visit to a specialist or to have further testing, and there has been no testing for which the results have not yet been received.

**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/Treated** means hospitalization, prescribed medication (including prescribed as needed), medical, therapeutic, diagnostic or surgical procedure prescribed, performed or recommended by a licensed medical practitioner. 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.

**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). This definition does not apply to exclusion 32 (see Section VII – Exclusions)

We, us, our means The Manufacturers Life Insurance Company (Manulife).

#### **Identification of Insurer**

This Travel Insurance Program is underwritten by The Manufacturers Life Insurance Company (Manulife) and is administered by CanAm Insurance. Manulife has appointed Active Claims Management Inc. (operating as Active Care Management) as the provider of all assistance and claims services under this policy.

Read this policy and *your confirmation* and contact Vertis Insurance Solutions Ltd. immediately regarding any amendments to the coverage purchased. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *ACM*.

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