Travel Choice 1

Non-Medical Travel Plan Insurance Policy

Coverage underwritten by The Manufacturers Life Insurance Company (Manulife) and First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife

IN THE EVENT YOU HAVE TO FILE A CLAIM: YOU MUST CALL ACTIVE CARE MANAGEMENT (ACM) ON THE DAY THE INSURED RISK OCCURS OR ON THE NEXT BUSINESS DAY: From Canada and U.S., call 1-866-943-6025; or collect to Canada where available 519-251-7274

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

- 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 prior to *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 will 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.

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 X – Definitions.

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.

This Non-Medical Travel Plan offers the following coverage through Vertis Insurance Solutions Ltd. (herein called Vertis):	
Insurance Coverage	Benefit Maximum (CAD\$)
Travel Cancellation and Interruption	Prior to departure: up to the sum insured. After departure: unlimited.
Accidental Death and Dismemberment Flight Accident: Common Carrier Accident: 24-Hour Accident:	\$150,000 \$75,000 \$25,000
Baggage and Personal Effects	\$1,000 maximum
Baggage Delay	\$400 maximum

SECTION I – ELIGIBILITY

- To purchase the Non-Medical Travel Plan, you must be travelling on a covered trip of 365 days or less.
- 2) This insurance must be:
 - a) issued in Canada for travel arrangements booked through a *supplier* of travel services and for the entire duration of the *covered trip*;
 - b) issued for the total amount of the non-refundable portion of the covered trip:
 - purchased within 7 days of the initial deposit for your covered trip
 or prior to any cancellation penalties being applicable to you for the
 covered trip; and
 - **d)** purchased prior to *your* of departure from *your* province or territory of residence
- 3) 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 require kidney dialysis.
 - c) You have a terminal illness for which a physician has estimated you have less than six (6) months to live.

- **4)** It is a condition precedent to the Insurer's liability under this policy that at the time of application:
 - You know of no reason for you, an immediate family member, a travel companion, or a travel companion's immediate family member, to seek medical attention;
 - **b)** You and your travel companion(s) must be deemed fit to undertake and complete the covered trip as booked.

Note: If this insurance is purchased in any other manner than as stated in this Section, this policy shall be null and void and the Insurer's sole liability will be limited to the refund of the insurance premium paid.

SECTION II – INSURANCE AGREEMENT

Section II-A: The Contract

Note that this Policy, the Application and the Policy Confirmation all form part of *your* insurance contract and must be read as a whole. The Insurer will pay benefits specified in the Policy upon payment of the required premium, submission of a correct and complete Application and occurrence of an insured risk, subject to the terms, conditions, limitations, exclusions, definitions and other provisions of the Policy.

All amounts are in Canadian currency, unless indicated otherwise. Any covered expenses under this insurance will be paid to the *insured*, the provider of the service, or, in the case of death, to the *Insured*'s estate.

Section II-B: Period of Coverage

- Effective Date for Travel Cancellation Coverage begins on the later of the following:
 - the date you pay the premium (either at the time of initial deposit or prior to any cancellation penalties being applicable to your covered trip); or
 - **b)** the date a confirmation number is issued.
- 2) Effective Date for Travel Interruption, Accidental Death and Dismemberment, and Baggage and Personal Effects – Coverage begins on your departure date from your province or territory of residence.
- 3) **Expiry Date** Coverage **terminates** on the earliest of the following:
 - the date the insured risk occurs (if the covered trip is cancelled prior to the contracted date of departure); or
 - **b)** the date you return to your province or territory of residence; or
 - c) the date indicated on your Policy Confirmation.

Section II-C: Premium Payment

- The required premium is due and payable at the time of application and will be determined according to the schedule of premium rates then in effect.
- 2) If the premium is insufficient for the period of coverage selected, we will:
 - a) charge and collect any underpayment; or
 - b) shorten the policy period by written endorsement if an underpayment in premium cannot be collected.
 - c) We will refund any overpayment of premium.

Section II-D: Refunds

10-Day Full Refund Provision

You may cancel your insurance contract within 10 days of purchase and receive a full refund of the premium paid. To cancel the contract, you must send a written notice by registered or certified mail to Vertis at PO Box 62 Station A, Windsor, ON N9A 6J5.

However, your insurance contract is non-refundable if:

- the duration of your trip is 10 days or less and your contracted trip commenced at the time of your request for policy cancellation; or
- **b)** you purchase this insurance contract 11 days or less prior to your contracted date of departure.

SECTION III – TRAVEL CANCELLATION AND INTERRUPTION INSURANCE

Section III-A: Coverage Offered

Benefits specified below are provided upon the occurrence of an insured risk.

Any of the following occurrences that prevents *you* from departing, travelling or returning on the dates of the *covered trip* is an insured risk.

Insured Risks

- Sickness, injury, death or quarantine of you, a travel companion, an immediate family member, a travel companion's immediate family member or a caregiver.
- 2) Death or emergency hospitalization of a business partner, a key employee or a close friend occurring within 10 days of the contracted departure date or during the covered trip.
- 3) Death or *emergency* hospitalization of *your* host at trip destination.
- 4) ‡Complete cancellation of a cruise within 30 *days* of departure by the cruise line when the cruise ship is rendered inoperative as a result of a collision at sea, an onboard fire or the complete breakdown of the ship's engines (see Paragraph B.5. under Benefits for Travel Cancellation). The cruise ship must weigh a minimum of 10,000 tons and *your* ticket must be issued and paid in full at the time of cancellation.
- ‡The relocation of your principal residence or that of a travel companion by reason of an unforeseen transfer initiated by the employer with whom you, your spouse, a travel companion or a travel companion's spouse are employed at the time of purchase. This insured risk does not apply to cases of self-employment or temporary contract work.
- #Involuntary loss of permanent employment without just cause by you, your spouse, a travel companion, a travel companion's spouse, your parent or legal guardian (if you are under 16 years of age) provided that, at the time you purchased this insurance, the imminent loss was not public knowledge, nor were the aforementioned persons aware that such loss of permanent employment was imminent. This insured risk does not

- apply if employment began after this insurance was purchased or to cases of self-employment, temporary contract work, temporary layoffs or if *you* were in the trial period for a new permanent employment.
- 7) #Your principal residence or that of your travel companion is rendered uninhabitable or your place of business or that of your travel companion is rendered inoperative. This insured risk does not cover losses caused by your intentional fault.
- 8) An "Avoid Non-Essential" or an "Avoid All Travel" Travel Advisory, issued by the Government of Canada, after this insurance was purchased, advising Canadians to avoid all or non-essential travel to, or to leave, a specific region or country that is part of your covered trip. This insured risk applies only to Canadian residents.
- #A delay that causes you to miss or interrupt any part of your covered trip when the private or rented vehicle which you are driving or in which you are a passenger, or a common carrier or a prepaid connecting flight aboard which you are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an accident, provided that the vehicle or the common carrier was scheduled to arrive at the contracted departure or return point at least two hours (or the required minimum reporting time, whichever is the greater) in advance of the contracted time of departure or return.
- **10)** ‡You or your travel companion is the victim of a hijacking during your covered trip.

Section III-B: Benefits for Travel Cancellation

You must report the cancellation of your covered trip immediately. For instructions, see Section III–G: How to Report a Travel Cancellation or Interruption. When the insured risk occurs before departure, this Policy provides for payment of one of the following amounts, up to the sum insured:

- 1) The non-refundable portion of unused travel arrangements that *you* have paid for prior to *your* departure. This benefit applies to insured risks 1 to 9; or
- 2) The penalty fee charged for the reinstatement of the unused travel points. This benefit applies to insured risks 1 to 9; or
- 3) Upgrade expenses for the extra cost of the next occupancy charge when any of the insured risks 1 to 9 prevents your travel companion from departing on the covered trip and you elect to continue with the covered trip; or
- **4)** Reasonable transportation costs for *you* to travel to the destination of *your covered trip* by the most direct route if *you* miss the *contracted* departure due to the occurrence of insured risk 1, 2, 7 or 9; or
- A maximum of \$1,200 for prepaid accommodation and non-refundable prepaid airfare, not forming part of a fly-cruise package, booked and scheduled so that *you* may join the cruise ship that is part of *your covered trip* at its original point of embarkation, when the cruise departure is cancelled by the cruise line because the cruise ship (minimum 10,000 tons) has been rendered inoperative as a result of a collision at sea, an onboard fire or the complete breakdown of the ship's engines.

Section III-C: Benefits for Travel Interruption

You must report the interruption of your covered trip immediately. For instructions, see Section III-G: How to Report a Travel Cancellation or Interruption. When the insured risk occurs after departure, this Policy provides for payment of the following benefits:

- 1) If you must return earlier or later than the contracted date of return due to the occurrence of insured risk 1, 2, 3, 4, 7, 8, 9 or 10:
 - a) up to the cost of a one-way economy airfare to the contracted point of departure or the fee charged by the airline to change your contracted date of return as shown on your current and usable ticket, whichever is less; and
 - b) the non-refundable portion of unused land arrangements (if any) paid prior to *your contracted* date of departure.

This benefit does not reimburse the unused portion of any travel ticket.

- 2) If you miss part of the covered trip due to the occurrence of insured risk 1, 2, 3, 8, 9 or 10:
 - **a)** reasonable and additional transportation costs for *you* to rejoin the tour or group by the most direct route; and
 - b) the non-refundable portion of other unused land arrangements paid prior to *your contracted* date of departure.

When an applicable insured risk occurs, the *insured* is eligible for interruption benefits 1 or 2 above.

- 3) When an insured risk occurs, you will also be reimbursed for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of \$3,500, subject to a limit of \$350 per day, provided:
 - a) you miss part of a covered trip; or
 - b) your, or your insured travel companion's return to the contracted point of departure is delayed beyond the contracted date of return; or
 - c) you must return earlier than the contracted date of return.

To file a claim for such expenses, you must supply original receipts from commercial organizations.

4) In the event of the death of the *insured person*, 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 their province or territory of residence, 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.

Section III-D: Flight Itinerary Schedule Change

- 1) Covered Risk If an unexpected and unplanned change in the schedule (not a flight delay) of your confirmed, prepaid and ticketed flight reservations is announced, you will be reimbursed any additional expenses incurred for your rescheduled flight(s) arising under the following conditions:
 - when a change by any of the non-aligned air carriers providing a
 portion of the air transportation for your covered trip requires you to
 reschedule a flight to complete your covered trip; or
 - **b)** when *your* original flight itinerary, not forming part of a fly-cruise package, is changed more than 72 hours prior to departure, and *you* incur additional expenses for new flight arrangements to join *your* cruise embarkation at the point of cruise departure.

This coverage applies to any flight that is part of *your covered trip*, from *your contracted* date and point of departure up to and including *your contracted* date of return to *your* original point of departure, subject to one *Flight Itinerary Schedule Change* per connecting point in the *covered trip*, to a maximum of the lesser of *your sum insured* or \$1,200 per *covered trip*.

- 2) Benefits We will reimburse to you, for rescheduled flights forming part of the covered trip, the lesser of the difference in cost (including usual and customary agency service fees, if normally applicable for similar reservation services) between your refundable and/or unusable ticket(s) and the cost of:
 - the change fee for your new ticket, charged to you by the agency and/or air carrier(s) involved to bring you to the next connecting point or the point of initial cruise embarkation as shown on your original ticket itinerary; or
 - b) a one-way economy ticket by the most cost-effective route, charged to you by the agency and/or air carrier(s) involved to bring you to the next connecting point or to the point of initial cruise embarkation on your original ticket itinerary.

Section III-E: Limitations and Restrictions

- Coverage Limited to Non-Refundable Sums Failure to notify ACM may limit benefits payable to you. Only the sums that are non-refundable on the day the insured risk occurs shall be considered for the purpose of the claim.
- 2) Condition Precedent to Liability It is a condition precedent to the Insurer's liability under this policy that at the time of application:
 - a) you know of no reason for you, an immediate family member, a travel companion, or a travel companion's immediate family member. to seek medical attention:
 - **b)** *you* and *your travel companion*(s) must be deemed fit to undertake and complete the *covered trip* as booked.
- 3) Penalties Applicable to Your Trip Prior to paying the deposit or the full amount of your covered trip, you must have in your possession, printed and documented evidence that clearly outlines the details of all the penalties that are applicable to the cancellation and/or interruption of your covered trip.
- 4) Flight Itinerary Schedule Change:
 - At the time of booking, you and/or your supplier of travel services must be completely unaware of any pending announcement regarding a Flight Itinerary Schedule Change that is applicable to your covered trip;
 - **b)** You must make new flight arrangements within five business days of the Flight Itinerary Schedule Change announcement made to you or your supplier of travel services by the air carrier(s) involved to

- bring you to the next connecting point or to the point of initial cruise embarkation on your original ticket itinerary;
- This coverage is applicable only to the schedules of air carriers that, on the date of booking the covered trip, are duly authorized by appropriate and governing air transportation authorities;
- **d)** Local and standard minimum airline connecting time rules and procedures, as well as printed instructions for reconfirmation for the covered trip, must be respected and adhered to.

Section III-F: Exclusions for Travel Cancellation and Interruption

Please refer to Section VI – Exclusions.

Section III-G: How to Report a Travel Cancellation or Interruption

- You must substantiate your claim by providing all required documents. Failure to do so may result in non-payment of your claim. We are not responsible for charges levied in relation to any such documents. Note that incomplete documentation will be returned to you for completion.
- 2) The *physician* recommending cancellation, interruption or delay of the *covered trip* must be *your* personal *physician* or a *physician* actively and personally attending to the care of the person whose *medical condition* is the reason *you* are cancelling or interrupting *your covered trip*.
- 3) You must call ACM (at 1-866-943-6025 from Canada and the U.S.; or call collect to Canada where available 519-251-7274) and your supplier of travel services on the day the insured risk occurs or on the next business day to advise them of your cancellation or interruption. Failure to do so may limit the benefits payable to you. Only the non-refundable prepaid amounts that apply on the day the insured risk occurs shall be considered for the purpose of your claim.
- **4)** When *you* contact *ACM* by telephone, be prepared to provide the following information:
 - a) your name;
 - **b)** *your* policy number;
 - c) the insurance plan you purchased;
 - **d)** your contracted dates of travel for the covered trip;
 - e) the reason why you are cancelling or interrupting your covered trip;
 - f) the telephone, fax number and/or email address where you can be contacted immediately.
- 5) Once you have reported the cancellation or interruption of your covered trip (as described in 3 and 4 above), you must submit the documents listed below to ACM at the address indicated on page 4. Please make sure you complete the following steps.

You must submit the following documents:

- A claim form (available by contacting ACM) fully completed and signed by you as well as your regular attending physician or the physician actively attending to the care of the person whose medical condition is the reason you are cancelling or interrupting your covered trip;
- **b)** Original invoice receipts for transportation, meals and accommodation and transfer vouchers;
- c) Original airline tickets. If any part of the airline ticket is refundable (taxes or penalty), please proceed first with the refund and send us a copy of the airline ticket and proof of refund;
- **d)** Original receipts as proof of payment for *your covered trip* showing date(s), amount(s) paid, *supplier of travel services* fees and penalties and the method of payment for *your* insurance. This is required for all the deposits and final payments *you* made to *your supplier of travel services*.

For Travel Cancellation

- 6) For a claim under insured risk 1, 2 or 3 due to death or hospitalization, a claim form (available by contacting ACM), a death certificate and hospital records as well as an explanation of your relationship to the person in question and why this event caused you to cancel your covered trip.
- 7) For a claim under insured risks 4, 5, 6, 7, 8 or 9, proof of the insured risk's occurrence, as follows:
 - a) for insured risk 4, the applicable letters from the cruise line;
 - for insured risk 5 or 6, a letter from the employer confirming the relocation or termination of employment;
 - c) for insured risk 7, the applicable reports from the proper authorities;
 - d) for insured risk 8, a proof of the travel advisory or formal notice;

e) for insured risk 9, the original airline ticket(s) and/or an original cancellation invoice, the transfer vouchers, a police report detailing such circumstances, or in the case of a mechanical failure, an applicable letter from the rental agency confirming such failure or a commercial invoice detailing the necessary repairs to the vehicle.

For Travel Interruption

- 8) For a claim under insured risks 1, 2, 3, 7, 8, 9 or 10:
 - a) The original: airline tickets, transfer vouchers, accommodation and other travel documents prepaid for *your covered trip*;
 - An explanation of the events that caused you to interrupt your covered trip under the insured risk;
 - c) Complete details and dates of the event and an explanation of your relationship to the person in question where a person other than you is involved:
 - For out-of-pocket expenses: original receipts for the covered expenses incurred and an explanation of the expenses;
 - e) For hospitalization, death or repatriation: a copy of the hospital records, death certificate, receipts from airlines, funeral homes and other expenses covered under the insured risk.
- 9) ACM may ask you or your attending physician to provide additional evidence to support your claim. The existence of a pre-existing medical condition may be established using the medical records held by the claimant's attending physician(s) or any hospital(s) for the purpose of determining the validity of a claim. In this event, you will be responsible for any fees required to substantiate your claim. You may also be required to undergo examination by one or more of our physicians. In this event, ACM will cover any associated cost. The same medical information may be requested of any person whose medical condition is the reason for your claim.
- 10) For a claim under Flight Itinerary Schedule Change You must provide proof of refund for the original tickets (a copy of the ticket refund notice or ticket exchange notice) or a letter from the agency if ticket(s) have not yet been issued or were sent for refund to the bank settlement plan, tour operator or wholesaler.

Send all applicable documents listed above to ACM at:

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 519-251-7275 collect to Canada where available

SECTION IV – ACCIDENTAL DEATH AND DISMEMBERMENT

Section IV-A: Coverage Offered

- Flight Accident Death or dismemberment as a result of injury sustained during the covered trip while you are:
 - Travelling as a passenger, not as pilot or crew member, aboard an aircraft up to a sum insured of \$150,000; or
 - b) Travelling as a passenger, not as pilot or crew member, aboard an aircraft operated by the Canadian Armed Forces or its British or American counterparts, up to a sum insured of \$150,000.
- **2) Common Carrier Accident** Death or dismemberment as a result of *injury* sustained during the *covered trip* while *you* are:
 - a) On airport premises immediately prior to boarding or after alighting from an aircraft, up to a sum insured of \$75,000;
 - b) Travelling as a passenger in an airport limousine, bus or other ground vehicle provided or arranged for by the airline or airport authority for the purpose of boarding or alighting from an aircraft, up to a sum insured of \$75,000; or
 - c) Travelling to or from the airport in connection with a flight that is part of your covered trip as a fare-paying passenger (not as pilot, driver or crew member) aboard a common carrier which is involved in an accident, up to a sum insured of \$75,000.
- 3) 24-Hour Accident Death or dismemberment as a result of injury sustained during the covered trip while you are in any situation other than those listed in Flight Accident and Common Carrier Accident above and not otherwise excluded from coverage under this policy, up to a sum insured of \$25,000.
- 4) Exposure and Disappearance Due to Flight Accident, Common Carrier Accident or 24-Hour Accident
 - a) If you are unavoidably exposed to the elements due to an accident resulting in the disappearance, sinking or damage of a common carrier aboard which you are a passenger and if, as a result of such exposure, you sustain a loss for which benefits would otherwise be payable, such loss will be covered by this policy.

b) If you disappear due to an accident resulting in the disappearance, sinking or damaging of a common carrier aboard which you are a passenger and if your body is not found within 52 weeks of such accident, the Insurer shall presume that you sustained loss of life as a result of injury covered by this Policy, subject to there being no evidence to the contrary.

Section IV-B: Benefits

The greatest of the following benefits is payable for all losses resulting within **100** *days* from the date of a single *accident* described in Coverage Offered and as a direct result thereof:

- 1) 100% of the *sum insured* if one single *accident* results in the loss of life, dismemberment of two limbs or loss of sight in both eyes.
 - Note: The benefit for dismemberment of two limbs or loss of sight in two eyes is payable only if such dismemberment results directly from a single *accident*.
- 2) 50% of the *sum insured* for dismemberment of one limb or loss of sight in one eye.

Note: "Loss" in reference to dismemberment means the actual, complete severance at or above the wrist or ankle joint. Loss of sight means the complete and irrecoverable loss of eyesight, which cannot be substantially corrected or remedied through simple *treatment* or corrective lenses.

Section IV-C: Limitations and Restrictions

- 1) Coverage Limited to Greatest Loss Should more than one covered loss be sustained as the direct result of a single *accident*, only the largest of the benefits is payable.
- 2) Coverage Limited to Sum Insured The total benefits payable for one or more accidents occurring during the same covered trip shall not exceed the sum insured.
- 3) Excess Coverage If the total amount of all accident insurance coverage that you purchase from the Insurer with respect to the same covered trip exceeds \$150,000 in the aggregate, then any such excess is void and the Insurer's only liability with respect to such excess will be to refund the premiums relating to such excess insurance coverage.

Section IV-D: Exclusions for Accidental Death and Dismemberment

Please refer to Section VI – Exclusions.

Section IV-E: How to File a Claim

For a claim under Accidental Death and Dismemberment, *you* or *your* estate must contact *ACM* for forms and instructions.

SECTION V – BAGGAGE AND PERSONAL EFFECTS

Section V-A: ‡Coverage Offered

Loss of, or damage to, the baggage and personal effects you own and use by reason of theft, burglary, fire or transportation hazards during the covered trip, to a maximum sum insured of \$1,000 (\$400 for Baggage Delay). The Insurer will reimburse eligible expenses only in excess of those reimbursable under any other source.

Section V-B: Benefits

The Insurer reserves the right to repair or replace damaged or lost property with other property of like quality and value and shall not be liable beyond the *actual cash value* of such property at the time of loss or damage. When, after a reasonable period of time, property lost by the *common carrier* is not found, any claim will be assessed and paid.

- Personal Effects The actual cash value or \$500, whichever is less, in respect of any one item or set of items. Jewellery, cameras (including camera equipment) or sports equipment are respectively considered a single item.
- 2) **Document Replacement** Reimbursement of the cost of replacing one or more of the following documents, to a maximum of **\$200**, in the event of loss or theft: passport, driver's licence, birth certificate or travel visa.
- 3) Baggage Delay Up to \$400 to purchase necessary toiletries in the event that your checked baggage is delayed by the common carrier for more than 12 hours while en route and before returning to your contracted point of departure. To file a claim, you must supply proof of delay of checked baggage from the common carrier and original purchase receipts.

Section V-C: Limitations and Restrictions

Total Benefits Limited to the Actual Expenses – The total benefits paid to *you* from all sources cannot exceed the actual expense which *you* have incurred.

Section V-D: Exclusions for Baggage and Personal Effects

Please refer to Section VI - Exclusions.

Section V-E: How to File a Claim

- 1) Important In the event of loss due to theft, burglary, robbery or malicious mischief, you must notify and obtain supporting documentary evidence from the police immediately upon discovery. Failure to report the loss to the police shall invalidate any claim under this insurance for such loss.
- 2) You must substantiate your claim by providing all required documents. Failure to do so may result in non-payment of your claim. The Insurer is not responsible for charges levied in relation to any such documents. Note that incomplete documentation will be returned to you for completion.
- **3)** To file a claim, *you* must:
 - take all reasonable steps to protect, save and/or recover the property:
 - **b)** notify ACM of the loss within 24 hours;
 - promptly notify and obtain supporting documentary evidence from the transportation authorities in whose custody the insured property was at the time of loss or promptly notify the hotel manager, tour guide or police; and
 - **d)** provide adequate proof of loss, ownership and *actual cash value* within 90 *days* from the date of loss.

Failure to comply with these conditions shall invalidate any claim under this insurance for such loss.

You must submit:

- 4) A completed claim form (available by contacting ACM).
- 5) A copy of the Confirmation of Insurance with the confirmation number identified prominently.
- 6) For loss:
 - a) a report by the police and either the hotel manager, tour guide or transportation authorities in whose custody the insured property was at the time of loss;
 - adequate proof of loss, ownership and itemized value along with a detailed statement within 90 days from the date of loss (failure to supply such information shall invalidate your claim);
 - c) a Property Irregularity Report when luggage is lost or damaged while in the custody of the airline or common carrier;
 - adequate proof of home insurance coverage and/or amount of deductible (if applicable).
- **7)** For Baggage Delay:
 - a) original itemized receipts for expenses actually incurred;
 - **b)** a copy of the baggage claim ticket;
 - c) a copy of your airline ticket;
 - a copy of the airline report confirming the delay of your checked baggage including the reason and the duration of the delay;
 - e) a copy of the delivery receipt for your checked baggage.

Send all applicable documents listed above to ACM at:

Active Care Management, P.O. Box 1237, Stn A, Windsor, ON N9A 6P8

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

SECTION VI – EXCLUSIONS

INSURANCE COVERAGE	APPLICABLE EXCLUSIONS
Trip Cancellation and Interruption	1 to 19, 30
Accidental Death and Dismemberment	3 to 6, 8, 9, 10, 16, 18, 20, 21, 30
Baggage and Personal Effects	3 to 6, 22 to 30

 Any sickness, injury or medical condition (other than a minor ailment) that was not stable at any time during the 90 days prior to the date of purchase of your travel arrangements;

- **b)** Your heart condition, if any heart condition was not stable at any time during the 90 days prior to the date of purchase of your travel arrangements;
- c) Your lung condition if:
 - any lung condition was not *stable*; or
 - ii) you have been treated with oxygen or taken oral steroids (e.g., prednisone) for any lung condition, at any time during the 90 days prior to the date of purchase of your travel arrangements.
- **2)** Any *injury, sickness* or *medical condition* which, prior to the date of purchase of *your* travel arrangements:
 - a) was such as to render medical consultation or hospitalization expected;
 - **b)** which has been shown, by prior medical history, as probable or certain to occur.
- **3)** Expenses for which no charge would normally be made in the absence of insurance.
- 4) Committing or attempting to commit an illegal act or a criminal act.
- 5) Your participation in and/or voluntary exposure to any risk from: war or act of war, or any service in the armed forces.
- **6)** Labour disruptions or strikes (legal or illegal).
- 7) Sickness, injury or medical condition if you, a travel companion or an immediate family member of you or your travel companion are awaiting or undergoing any surgery, medical test(s), examination(s), monitoring or consultation prior to the date of purchase of your travel arrangements:
 - a) for an existing medical condition, other than a regular medical check-up. (In the eventuality of a claim, the dates of the last and next medical check-up must be provided.);
 - **b)** for a new or changed *medical condition* which may eventually cause *you* to seek medical attention.
- 8) The misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol, or other intoxicant.
- 9) Your self-inflicted injury unless medical evidence establishes that the injuries are related to a mental health illness.
- **10)** Any loss resulting from your minor mental or emotional disorder.
- **11)** Any non-emergency or elective treatment such as cosmetic surgery, chronic care, rehabilitation or any directly or indirectly related complications.
- **12)** 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.
- **13)** a) *Your* routine prenatal care; b) *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 covered trip*.
- **14)** A return earlier or later than the *contracted* date of return, unless recommended by the attending *physician*.
- **15)** A return delayed more than 10 *days* beyond the *contracted* date of return, unless *you*, an *immediate family member* or a *travel companion* were hospitalized for at least 48 consecutive hours within the 10-*day* period.
- 16) Sickness, injury or 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* coverage for sickness, injury or medical condition 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 "sickness, injury or medical condition" means any sickness, injury or medical condition that is attributable to the reason for which the travel advisory or formal notice was issued or any complications arising therefrom.
- **17)** Any cause or event which might reasonably have been expected to necessitate the immediate return of the *insured*.
- **18)** Flight *accident* (unless *you* are travelling as a fare-paying passenger on a commercial airline).
- 19) Any non-refundable pre-paid travel arrangements when the trip was paid for through a points or rewards program.

- 20) 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.
- 21) Property illegally acquired, kept, stored or transported.
- **22)** The purchase or replacement cost (prescribed or not) for loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
- **23)** Loss or damage caused by any imprudent action or omission by the *insured person*.
- **24)** Loss or damage by theft from an unattended *vehicle* unless it was locked and there was visible evidence of forced entry.
- 25) Belongings insured under another insurance policy.
- **26)** Jewellery, cameras, camera equipment and sports equipment while held by a *common carrier*.
- 27) Money and currency (including any form thereof), credit cards, securities, tickets, documents, items pertaining to business, paintings, china, breakage of fragile articles, glass objects, art objects, antiques, household effects, any personal electronic device such as mobile phone, laptop, tablet, iPod.
- **28)** An act of terrorism. See Section VII Terrorism Coverage

SECTION VII – 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 Travel Cancellation and 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 Travel Cancellation and Interruption Insurance coverage issued 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, exceeds 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 2 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\$)
Travel 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 VIII – 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 liability insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province 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 the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, the Insurer will coordinate benefits only above this amount.

Misrepresentation and Non-Disclosure

The entire coverage under this policy shall be voidable if the Insurer determines, whether before or after loss, you have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this 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

Notwithstanding 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 an arbitration law 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 circumstances participate in the interest and liabilities of any of the others.

Applicable Law

This contract of insurance is governed by the laws of *your* Canadian province or territory of residence. Any legal proceeding by *you* or *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 Officer, Manulife, P.O. Box 1602, Waterloo, ON N2J 4C6.

SECTION IX – 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 accident, sickness or insured risk;
- 2) within 90 days from the date a claim arises under the contract on account of an accident, sickness or insured risk, furnish to ACM such proof of claim as is reasonably possible in the circumstances of the happening of the accident 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 relevant; and
- if so required by ACM or the Insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or insured risk 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 *accident* 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 *accident* 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:

- 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 X – DEFINITIONS

Accident means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

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.

Actual Cash Value means the estimated value at the time of loss.

Aircraft means a fixed wing multi-engine transport *aircraft* with an authorized take-off weight greater than 35,000 lbs. (15,900 kg) operated between licensed airports by a scheduled or charter airline of Canadian or foreign registry holding a valid National Transportation Agency Licence, Regular Specific Point or Charter Air Carrier Licence or its foreign equivalent, insofar as the *aircraft* is being used at the time as a conveyance in the capacity authorized by the airline's Scheduled Regular Specific Point or Charter Air Carrier Licence.

Caregiver means a person *you* have entrusted with the care of *your child(ren)* on a permanent, full-time basis and whose services cannot reasonably be replaced.

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(ren) means an unmarried, dependent son or daughter travelling with *you*, or joining *you* during *your covered 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 *vehicle* which is licensed, intended and used to transport paying passengers.

Contracted, in reference to a destination, a date or the time and place of arrival or departure, means that which is indicated in the travel documents for the *covered trip*.

Covered Trip means the travel arrangements which *you* have *contracted* and paid for prior to *your* departure from *your* province or territory of residence and for which an insurance premium has been paid in full to cover the total non-refundable amount of *your* travel arrangements.

Day means 24 consecutive hours.

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, territory of residence or country of permanent residence, or continue with the *covered trip*.

Flight Itinerary Schedule Change means:

- the re-scheduled departure of an air carrier causing you to miss your next connecting flight with another air carrier when both air carriers are part of your covered trip;
- b) the earlier departure of an air carrier causing the ticket *you* purchased to be unusable for the prior connecting flight with another air carrier when both air carriers are part of *your covered trip*; or
- c) when your flight itinerary, not forming part of a fly-cruise package, is changed more than 72 hours prior to departure, and you must incur additional expenses for new flight arrangements to meet your original cruise embarkation.

A *Flight Itinerary Schedule Change* does not mean a change resulting from a labour dispute, strike or flight delay.

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 *you* sustain and which is caused by external and purely accidental means. Under Accidental Death and Dismemberment Insurance, the *injury* must also be independent 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.

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

Non-Aligned Air Carriers means two different connecting air carriers that are part of the *covered trip* when no fare agreement exists between these air carriers for this portion of the air transportation.

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*.

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
- **d)** 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 or any change in medication; and
- 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
- h) 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.

Sum Insured means the maximum sum payable that *you* selected at the time of purchase and paid the premium for, or that applies to a given insurance coverage.

Supplier of Travel Services means a travel agent, a tour operator, a travel wholesaler, an airline, a cruise line, a provider of ground transportation, a provider of travel accommodations who is legally authorized and licensed to sell travel services to the general public.

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 covered trip* exclusively for the transportation of passengers (other than for hire).

We, us, our means First North American Insurance Company (FNAIC) in connection with risk identified with ‡ throughout this document, and Manulife in connection with all other coverages under this policy.

Identification of Insurer

This Non-Medical Travel Plan Insurance is underwritten by The Manufacturers Life Insurance Company (Manulife) and First North American Insurance Company (FNAIC), a wholly owned subsidiary of 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. Please note that risks identified with the symbol ‡ throughout this document are covered by FNAIC. The *insured* is requested to read this policy 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.