

Who will we pay your benefits to if you have a claim?

Except in the case of *your* death, we will pay the *reasonable and customary* expenses under this insurance to *you* or the provider of the service. Any sum payable for loss of life will be payable to *your* estate. *You* must repay *us* any amount paid or authorized by *us* on *your* behalf if we determine that the amount is not payable under *your* policy. All amounts shown throughout this contract are in Canadian dollars. If currency conversion is necessary, we will use *our* exchange rate on the date *you* received the service outlined in *your* claim. We will not pay for any interest under this insurance.

Is there anything else you should know if you have a claim?

If *you* disagree with *our* claim decision, the matter may be submitted for judicial resolution under the applicable law(s) of the Canadian province or territory where *you* reside at the time of application for this policy, or, for the Visitors Plans, in the Canadian province or territory where *your* policy was issued.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, or in the *Limitations Act, 2002* in Ontario, or other applicable legislation.

For the purposes of determining the validity of a claim under this policy, we may obtain and review the medical records of the attending *physician(s)*, including the records of the regular *physician(s)* at *home*. These records may be used to determine the validity of a claim whether or not the contents of the medical records were made known to *you* before *you* incurred a claim under this policy. In addition, we have the right, and *you* shall afford *us* the opportunity, to have *you* medically examined when and as often as may reasonably be required while benefits are being claimed under this policy. If *you* die, we have the right to request an autopsy, if not prohibited by law.

DEFINITIONS

When italicized in this policy, the term:

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 sitting government or occupying power; and/or
- promote political, social, religious or economic objectives.

Act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

Age means *your age* at time of application.

Change in medication means the medication dosage, frequency or type has been reduced, increased or 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) to test *your* blood levels; and a change from a brand name medication to a generic brand medication of the same dosage.

Child, Children means *your* unmarried, dependent son or daughter or *your* grandchild(ren) travelling with *you* or joins *you* during *your* trip and is either: i) under 21 years of *age*, ii) under 26 years of *age* if full-time student; or iii) *your* child of any *age* who is mentally or physically disabled. In addition, for *Emergency Medical Insurance*, the *children* must be older than 30 days of *age*.

Common carrier means a conveyance (such as a bus, taxi, train, boat, airplane) which is licensed, intended and used to transport paying passengers.

Confirmation means 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.

Default means the inability of a *travel supplier* to provide *travel services* for which *you* have contracted with the *travel supplier*, because of complete or substantially complete cessation of business by the *travel supplier* resulting directly or indirectly from bankruptcy or insolvency thereof.

Departure date means the date *you* leave for *your* trip. For the Visitors Plans, it means the date *you* leave *home*.

Departure point means the place *you* leave from for *your* trip and are going to return to.

Effective date means the date on which *your* coverage starts.

- For *Trip Cancellation Insurance* included:
 - in the All-Inclusive, Canada All-Inclusive, Non-Medical Inclusive, *Trip Cancellation & Interruption* and Air Fare Cancellation Plans, coverage starts at the date and time *you* pay the premium for that coverage, indicated as the purchase date on *your* confirmation.
 - in the Annual All-Inclusive Plan, coverage starts initially on the date and time *you* pay the premium for that coverage, indicated as the purchase date on *your* confirmation, provided *you* have already purchased *your* prepaid travel arrangements. After that date, coverage starts each time *you* purchase *your* prepaid travel arrangements
- *Rental Vehicle Damage Insurance* starts when *you* legally assume control of the *rental vehicle* as indicated on *your* rental contract.
- The Visitors Plans coverages start on the later of: i) the effective date of insurance as shown on *your* confirmation; or ii) the time and date *you* arrive in Canada from *home*.

- For *Emergency Medical Insurance* included:
 - in the Annual Medical Plan, coverage starts initially on *your first travel date*, which must fall within 3 months of purchase, and after that date, it starts every time *you leave home*. **Exception:** The 3 month requirement will not apply to the next Annual Medical Plan *you* purchase as long as there is no lapse in coverage and there is no change to *your* rate category (if applicable).
 - in the Annual All-Inclusive Plans, coverage starts initially on *your first travel date* and after that date, it starts every time *you leave home*.
 - in all other plans, coverage starts when *you leave home*.
- For Top-Ups, coverage starts after *you leave home*, on the start date of Top-Up coverage indicated on *your* application which must correspond to the first day after expiration of *your* other plan.
- All other coverages start on *your departure date*.

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

Expiry date means the date *your* coverage ends.

- For *Trip Cancellation Insurance*, *your* coverage ends on *your* departure date as shown on *your confirmation*.
- For *Trip Interruption Insurance*, *your* coverage ends on the earlier of:
 - a) the date when *you* return to *your departure point*; or
 - b) on the expiry date as shown on *your confirmation*.
- *Rental Vehicle Damage Insurance* ends on the earliest of:
 - a) the date the rental agency reassumes control of the *rental vehicle* or the rental contract ends;
 - b) the expiry date as shown on *your confirmation*;
 - c) when the number of days of coverage *you* purchased expires; or
 - d) 45 days after the rental contract started.
- The Visitors Plans coverages end on the earliest of the following:
 - a) the date *you* leave Canada to return *home*;
 - b) when the number of days of coverage *you* purchased expires, as per *your confirmation*;
 - c) no more than 365 days after *your effective date* of insurance;
 - d) the first day *you* become insured under a Canadian *government health insurance plan*.
- Other coverages end on the earliest of these dates:
 - a) the date *you* return *home*;
 - b) the expiry date, as shown on *your confirmation*; or
 - c) when the number of days of coverage *you* purchased expires.

First travel date means *your* planned departure date, as recorded on *your confirmation*.

Government health insurance plan means the health insurance coverage that a Canadian provincial or territorial government provides to its residents; or for the Visitors Plans, coverage that governments of *your home* or *your* country of residence provide to *you*.

Heart condition means **ANY** disorder relating to *your* heart. *Heart conditions* include but are not limited to the following:

- An abnormal cardiac test result
- Atrial fibrillation
- Chest pain or discomfort due to the heart, or angina
- Heart failure, or heart attack, or myocardial infarction, or cardiac arrest
- Heart murmur (Does not include a murmur that existed as a child if the *physician* has advised that there is no murmur as an adult.)
- Narrowing or blockage of a coronary artery, or coronary artery disease
- Prior heart surgery of any kind, including but not limited to angioplasty, bypass surgery, valvuloplasty, valve replacement, heart ablation surgery, heart transplantation or surgery for any congenital heart disorder
- Any heart valve disorder, or any rapid, or slow, or irregular heartbeats or heart rates for which a *physician* has prescribed medication, or for which there has been surgery or cardioversion
- *Treatment* with a pacemaker or a cardiac defibrillator device
- Water on the lungs or swelling of the ankles due to a heart disorder

Home means *your* Canadian province or territory of residence. If *you* requested *your* coverage to start when *you* leave Canada, *home* means Canada. In the case of *Trip Cancellation*, *Trip Interruption*, *Trip Delay*, *Flight and Travel Accident*, and *Baggage Insurance*, it means the *departure point*. For the Visitors Plans, it means *your* country of residence or origin; or *your* place of departure before arriving in Canada.

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

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

Key-person means someone to whom a dependent's full-time care is entrusted and who cannot reasonably be replaced, a business partner, or an employee who is critical to the ongoing affairs of *your* business, during the *trip*.

Medical condition means *sickness, injury*, disease or symptom, complication of pregnancy within the first thirty-one (31) weeks of pregnancy.

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 a member of *your immediate family*.

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

Pre-existing condition means a *medical condition* that existed before *your effective date*.

Questionnaire means the document *you* must fill out truthfully and accurately to confirm *your* eligibility and rate category for *our* Medical Preferred, Travel Canada, Annual Medical or Annual All-Inclusive Plans. *You* must also fill out a *questionnaire* if *you* are purchasing a plan that includes *Trip Cancellation & Trip Interruption Insurance*, and the non-refundable value of *your trip* is more than \$30,000.

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* for a similar *sickness* or *injury* or for other comparable services or supplies for similar circumstance.

Rental vehicle means a private passenger automobile, mini-van, self-propelled mobile home, self-propelled camper truck or self-propelled trailer that *you* use during *your trip* and rent, under a written contract, from a commercial rental agency licensed under the laws of its jurisdiction. *We* do not mean any of the following: truck, van, bus, sport utility vehicle while *you* use it off road, automobile designed and manufactured primarily for off-road use while it is being used off road, motorcycle, moped, motorbike, recreational vehicle (other than self-propelled motor homes), all-terrain vehicle, non self-propelled camper, non self-propelled trailer, automobile that is more than 20 years old, limousine, or exotic vehicle of these or similar makes: Aston Martin, Bentley, Ferrari, Porsche or Rolls Royce.

Sickness means illness, disease, disorder or any symptom.

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

Stable medical condition means that all of the following apply:

- there has not been any new symptom(s); and
- 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
- a *physician* has not provided, prescribed or recommended any new *treatment* or any change in *treatment*; and
- there has been no admission to a *hospital* or specialty clinic; 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 5 persons including *you*.

Travel services means transportation, sleeping accommodation or other service provided or arranged by a *travel supplier* for *your* use (but does not include taxes or insurance).

Travel supplier means a tour operator, travel wholesaler, airline, cruise line, provider of ground transport or provider of travel accommodation or provider of other services to *you* that is:

- a) contracted to provide *travel services* to *you*; and
- b) licensed, registered or is otherwise legally authorized in the particular location of the *travel supplier* to operate and provide *travel services* as shown on *your confirmation*.

Treatment means hospitalization, prescribed medication (including medication 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.

Trip means the period of time between *your effective date* and expiry date as shown on *your confirmation*.

Vehicle includes any private or rental passenger automobile, boat, mobile home, camper truck or trailer home which *you* use during *your trip* exclusively for the transportation of passengers (other than for hire).

Waiting period means:

- a) the 48-hour period following *your effective date* of insurance if *you* purchase this insurance within 30 days of arrival in Canada;
- b) the 8-day period following *your effective date* of insurance if *you* purchase this insurance more than 30 days after arrival in Canada.

The *waiting period* applies to any claim that is not the result of an accidental *injury*.

We, us, our means FNAIC in connection with risk identified with ‡ throughout this document; and Manulife in connection with all other coverages under this policy.

You, your means the person(s) named as the insured(s) on the *confirmation*, for whom insurance coverage was applied for and for whom the appropriate premium was received by *us*.

In this policy, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

NOTICE ON PRIVACY

Your privacy matters. *We* are committed to protecting the privacy of the information *we* receive about *you* in the course of providing the insurance *you* have chosen. While *our* employees need to have access to that information, *we* have taken measures to protect *your* privacy. *We* ensure that other professionals, with whom *we* work in giving *you* the services *you* need under *your* insurance, have done so as well. To find out more about how *we* protect *your* privacy, please read *our* Notice on Privacy and Confidentiality.

Notice on Privacy and Confidentiality. The specific and detailed information requested on the application form is required to process the application. To protect the confidentiality of this information, Manulife will establish a "financial services file" from which this information will be used to process the application, offer and administer services and process claims. Access to this file will be restricted to those Manulife employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person *you* authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. *Your* file is secured in *our* offices or those of *our* administrator or agent. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, P.O. Box 1602, Waterloo, Ontario N2J 4C6.

The Manufacturers Life Insurance Company
First North American Insurance Company