

Travel Insurance

Distribution Guide for Scotia Trip Cancellation and Interruption Certificate

Be protected if something unexpected happens before or during your trip.

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Travel Agency (Distributor)	Name Address (Email) Telephone Fax	← Your travel agency is required to provide you with this information.

Note about the Autorité des marchés financiers	The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the certificate of insurance.
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RULES FOR REVIEWING THIS GUIDE CAREFULLY

"You" can refer to many people

When referring to "you," we mean the person who purchased the insurance and any other insured individual, unless the context states otherwise.

"Trip" has a specific meaning

The word "trip" refers to the period beginning on the *departure date* and ending on the return date shown in your *Confirmation*.

Words in *italics* have a specific meaning

Words and expressions in *italics* are defined at the end of the guide (see [Section 12. Definitions](#)). Read these definitions if you have any questions.

This Guide is a summary

Review the sample certificate for complete details. You can get a copy from your travel agency or on the website where you buy your insurance.

THINGS TO CHECK FOR PEACE OF MIND WHEN TRAVELLING

Before you buy this insurance

- ✓ Do you, and all the individuals you want to insure, meet **all** the eligibility requirements? If not, you might not be covered. To make sure, read [Section 1. Who can purchase this insurance \(eligibility requirements\)](#).
- ✓ Do you, or any of the individuals you want to insure, have a *medical condition* that is not *stable*? If so, expenses relating to the *medical condition* may not be covered.

Before you travel

- ✓ Do all insured people still meet all eligibility requirements? Otherwise, exclusions may apply.
- ✓ Has the health of any of the insured people changed since you purchased this insurance? If so, exclusions may apply.

DON'T FORGET

Don't make false statements

If you make a false statement or if you fail to declare certain information before or during the coverage period, we may cancel your coverage.

10 days to change your mind

You have the right to cancel your insurance at no cost within 10 days of purchasing your insurance. To find out more, read [Section 8. Your right to terminate insurance](#).

Don't leave without paying

You're not covered until you pay your insurance premium.

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1. WHO CAN PURCHASE THIS INSURANCE (ELIGIBILITY REQUIREMENTS)

Requirements for purchasing this insurance

You can purchase this insurance if you, and any person you want to insure, meet all the following requirements:

- ✓ You reside in Canada, or you are travelling in Canada
- ✓ You purchased this travel insurance for the entire duration of the trip

Your insurance will be cancelled if you don't meet the eligibility requirements

You must meet all these requirements, and each of the people you want to insure must also meet them. Otherwise, the insurance will be cancelled.

If you don't meet all eligibility requirements for this plan, there might be other travel insurance products with different eligibility requirements.

2. WHO IS INSURED

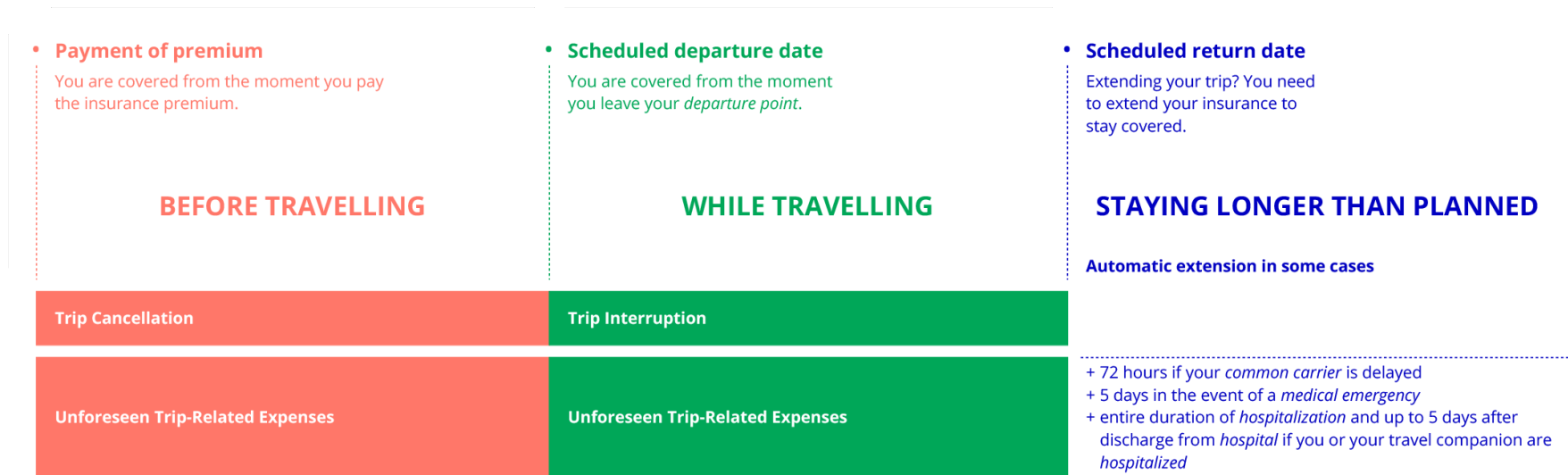
You



You are insured if:

- You meet all the eligibility requirements.
- You have paid the insurance premium.
- Your *Confirmation* shows that you are an insured person.

3. THE DURATION OF YOUR INSURANCE DEPENDS ON YOUR TRAVEL DATES



Have your travel dates changed? Remember to adjust the duration of your insurance.

Your insurance must cover the entire duration of your trip. If you leave earlier or come back later than planned, contact your travel agency to adjust the duration of your coverage.

Important: In some cases, you need to get authorization from the Assistance Centre to change your insurance. For example, if a *medical condition* first appeared after you purchased the insurance or if you already have a claim in progress.

Maximum duration of your insurance: 365 days

- No automatic extension after this date.

4. YOUR INSURANCE APPLIES WORLDWIDE

Your insurance applies worldwide.

However, exclusions may apply if the Government of Canada issues an advisory against travel to a certain region or country.

5. SUMMARY OF COVERAGES

TRIP CANCELLATION

Your Trip Cancellation insurance covers you if you must cancel your trip because of a covered event.

To have full coverage, you should select an amount of insurance that covers the total value of the non-refundable portion of your trip.

Maximum coverage: amount selected for this coverage

We pay up to the maximum amount you selected for this coverage, for all covered expenses combined. This means you will never receive a payment greater than this amount.

CANCELLATION BECAUSE OF A COVERED EVENT

If you must cancel your trip because of a covered event, we pay up to 100% of your non-refundable booking fees and certain other charges, up to the covered maximum.

Requirements to qualify for this coverage

- ✓ The event that forces you to cancel your trip is included in the covered events
- ✓ You must cancel your trip by calling your travel agent or agency and the Assistance Centre on the day of the event causing cancellation of the trip or the next business day

Covered events

Below is a summary of covered events. Some events may also apply to your *travel companion*. For a full list and more details, see the sample certificate.

- ✓ If an event arises in relation to your own health, or the health of a member of your *immediate family*, your *key person* or the person you are staying with at your destination. For example, you have a sudden *medical condition*, or you are quarantined.
- ✓ Pregnancy or adoption, in certain cases.
- ✓ Death. For example, if you, your *travel companion*, a member of your *immediate family*, or your *key person* dies, or if the person you are staying with at your location dies.
- ✓ If obligations related to your work or a legal summons prevent you from leaving on your trip. For example, if you lose your job or if you must be present at a trial.
- ✓ If the business event that is the primary reason for your trip is cancelled.
- ✓ If you do not receive your travel visa for a reason beyond your control.
- ✓ If a natural disaster renders your home or business premises unusable, or if the Government of Canada issued an advisory against travel to your destination after you purchased this insurance.
- ✓ If you lose 30% or more of the trip because of a delay by the *common carrier* because of poor weather conditions or a natural disaster and you decide to travel alone.

Covered expenses

Below is an overview of covered expenses and applicable limits. For a full list, see the sample certificate.

IF YOU DECIDE NOT TO LEAVE

Non-refundable portion of your trip	100%
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IF YOU DECIDE TO LEAVE WITHOUT YOUR TRAVEL COMPANION

Difference in price for your accommodations if your <i>travel companion</i> cancels their trip and you leave on your own	100%
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Exclusions for Cancellation because of a covered event

See Exclusions for Trip Cancellation, Trip Interruption and Unforeseen Trip-Related Expenses.

TRIP INTERRUPTION (PERMANENT OR TEMPORARY)

If you are forced to return to your *departure point* or go directly to your next destination, we pay certain non-refundable expenses for the portion of the trip you were unable to take.

To have full coverage, you should select an amount of insurance that covers the total value of the non-refundable portion of your trip.

Requirements to qualify for this coverage

- ✓ A covered event forces you to interrupt your trip (or forces your *travel companion* to interrupt their trip)

Covered events

Below is a summary of covered events.

Some events may also apply to your *travel companion*. For a full list and more details, see the sample certificate.

- ✓ If an event arises in relation to your own health, or the health of a member of your *immediate family*, your *key person* or the person you are staying with at your destination. For example, you have a sudden *medical condition*, you are quarantined, or an event prevents you from receiving a vaccine required to travel to your destination.
- ✓ Pregnancy or adoption, in certain cases.
- ✓ Death. For example, if you, your *travel companion*, a member of your *immediate family*, or your *key person* dies, or if the person you are staying with at your location dies.
- ✓ If obligations related to your work or a legal summons prevent you from leaving on your trip. For example, if you lose your job or if you must be present at a trial.
- ✓ If the business event that is the primary reason for your trip is cancelled
- ✓ If you do not receive your travel visa for a reason beyond your control.
- ✓ If a natural disaster renders your home or business premises unusable, or if the Government of Canada issued an advisory against travel to your destination after you purchased this insurance.
- ✓ If you lose 30% or more of the trip because of a delay by the *common carrier* because of poor weather conditions or a natural disaster and you decide to travel alone.

Covered expenses

Below is an overview of covered expenses and applicable limits. We pay up to the selected benefit amount. For a full list, see the sample certificate.

EXPENSES THAT ARISE FROM TRIP INTERRUPTION

Any unused portion of your trip that is non-refundable and non-transferable to another travel date	100%
Warning: We don't pay for the return ticket you purchased, but we cover the additional cost of your airfare to return to your <i>departure point</i> .	
Accommodations and other expenses (meals, taxis, phone calls, Internet, vehicle rental)	\$300/day up to a maximum of \$600
Additional cost of your economy-class airfare to travel to	\$1,000

the next destination on your trip	
OR	
Charges to change the booking (if you are given the option)	OR
	100%

FUNERAL ARRANGEMENT EXPENSES IN CASE OF DEATH WHILE TRAVELLING

Preparation of your remains, burial or cremation where the death occurs	\$5,000
Repatriation of your body or ashes	100%

Exclusions for Trip Interruption (Permanent or Temporary)

See Exclusions for Trip Cancellation, Trip Interruption and Unforeseen Trip-Related Expenses.

UNFORESEEN TRIP-RELATED EXPENSES (MISCONNECTION, DELAY OF 6 HOURS OR MORE)

If you miss your connection because of a covered event, we cover certain expenses so that you can continue your trip. If you are unable to continue your trip or resume it later, we cover certain non-refundable expenses for the unused portion of your trip.

Additionally, we pay certain extra expenses you must incur if you or your *travel companion* are delayed for 6 hours or more when leaving or returning home.

Requirements to qualify for this coverage

- ✓ One of the covered events applies to you
- ✓ When you made your booking, you gave yourself enough connection time based on your *travel supplier's* guidelines
- ✓ Despite the missed connection or delay, you reasonably attempted to continue your trip

Covered events

Below is a summary of covered events. Some events may also apply to your *travel companion*. For a full list, see the sample certificate.

- ✓ Missed connection because of a delay, flight cancellation or schedule change by your *common carrier*
- ✓ If a natural disaster, poor weather conditions, or some other event beyond your control brings your means of transportation to a standstill.
- ✓ Delay of 6 hours on your way to or from your destination because of a delay, schedule change or cancellation by your *common carrier*

Covered expenses

Below is an overview of covered expenses and applicable limits. We pay up to the selected benefit amount. For a full list, see the sample certificate.

BEFORE YOU LEAVE

Non-refundable portion of your trip	100%
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AFTER YOUR DEPARTURE

Any unused, non-refundable portion of your trip	100%
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Warning: We don't pay for the return ticket you purchased, but we cover the additional cost of your airfare to return to your *departure point*.

Additional cost of your airfare to travel to your next destination. You must select the least expensive option between:	\$1,000
<ul style="list-style-type: none">• Economy-class airfare to travel to your next destination, or• Fees to change your plane ticket	

Additional cost of accommodation and other expenses (meals, taxis, phone calls)	\$300/day up to a maximum of \$600
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Exclusions for Misconnection, Delay of

See Exclusions for Trip Cancellation, Trip Interruption and Unforeseen Trip-Related Expenses.

EXCLUSIONS FOR TRIP CANCELLATION, TRIP INTERRUPTION AND UNFORESEEN TRIP-RELATED EXPENSES

Below is an overview of the main exclusions that may apply. For a full list of exclusions, see the sample certificate.

EXCLUSIONS RELATED TO YOUR HEALTH BEFORE YOUR TRIP

You might not be covered if you or your *travel companion* have a *medical condition* that existed before your trip, and the *medical condition* is not *stable* during the 3 months before the insurance started. For example, your *medical condition* is not *stable* if you experience any new symptoms, or if there was any *change in medication* or *treatment* during this period.

This exclusion may apply to you, for example, if you have:

- ✗ a heart condition,
- ✗ a lung condition, or
- ✗ if you took any medications or received *treatment* for these conditions.

To **check if this exclusion applies to you**, see the sample certificate.

You are not covered for expenses relating to your *medical condition* if:

- ✗ you knew or should have known that you would need *treatment* during your trip
- ✗ an assessment or *treatment* for your *medical condition* was planned for your return
- ✗ you were advised by a *physician* not to travel
- ✗ you had symptoms in the 3 months prior to your departure that should have received *treatment*
- ✗ If you incur charges for services that aren't medically necessary or that could wait until your return.

EXPENSES RELATED TO FORESEEN EVENTS

If you knew that an event might prevent you from travelling when you purchased your insurance

EXPENSES RELATED TO THE MEDICAL CONDITION OF THE PERSON YOU ARE VISITING

We do not pay expenses related to the *medical condition* or death of a sick person, when the purpose of your trip is to visit the sick person.

EXPENSES RELATED TO YOUR PREGNANCY

Travel in the final months of your pregnancy and in the months following childbirth can be hazardous to both your health and the health of your child.

We do not cover the following expenses:

- ✗ Expenses related to the management of pregnancy (prenatal care)
- ✗ Expenses for your child born during the trip

We do not cover expenses related to your pregnancy if they are incurred in the 9 weeks before or after the expected date of delivery. For example:

- ✗ If you give birth during your trip

- ✗ If you have a *medical condition* related to your pregnancy or the after-effects of childbirth and the *medical condition* causes you to incur expenses during your trip

EXPENSES RELATED TO CERTAIN BEHAVIOURS

- ✗ If the situation is related to your abuse of or dependence on drugs, alcohol, medications or other substances
- ✗ If you commit or attempt to commit a crime or an illegal act
- ✗ If your injuries are self-inflicted (unless a *physician* certifies that the injuries are related to a mental disorder)
- ✗ If you do not follow a recommended or prescribed therapy or *treatment*
- ✗ If you apply for a travel visa too soon before your departure date and do not receive it in time to travel

EXPENSES RELATED TO MINOR MENTAL OR EMOTIONAL DISORDERS (ANXIETY)

We cover expenses related to *stable* mental or emotional disorders or acute psychosis. However, we do not cover expenses related to a condition where your *treatment* includes only mild tranquilizers or mild anti-anxiety (anxiolytic) medication, or no prescription medication at all.

EXPENSES NOT RELATED TO URGENT AND NECESSARY CARE

- ✗ If you incur charges for services that aren't medically necessary or that could wait until your return.

TRAVEL SUPPLIER BANKRUPTCY (SUPPLIER DEFAULT)

- ✗ We do not cover expenses incurred because of default by your travel supplier. For example, you are not covered in the event of bankruptcy by your travel agent or agency or your travel broker.

IF THE GOVERNMENT OF CANADA HAS ISSUED A FORMAL WARNING

- ✗ If you decide to travel to a region, and the Government of Canada issued a warning advising Canadians not to travel to that region before your insurance started, we do not cover expenses related to a specific or related event.

EXPENSES RESULTING FROM OF AN ACT OF WAR OR AN ACT OF TERRORISM

We do not cover expenses incurred because of an *act of war*. We cover expenses incurred from an *act of terrorism* in certain cases only. For more information, see the sample certificate.

6. COST OF INSURANCE

The cost of insurance is in your *Confirmation*.

7. HOW TO MAKE A CLAIM

Your claim is processed by our partner, Active Care Management (ACM).

You can use the TravelAid™ mobile app to make a claim. You can also write to us at the following address:

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

90 DAYS TO MAKE YOUR CLAIM

You must notify us of the claim within 30 days and send us your claim within 90 days after the event.

We can accept claims up to 12 months after the event if you aren't able to submit your claim sooner. For example, if you are in a coma and no one can make the claim for you.

Supporting receipts and documents



CLAIM FORM

To obtain a form, contact the Assistance Centre, download the TravelAid™ mobile app, or go online to Active Care Management (ACM) assistance services.



PROOF OF EVENT

For example, your medical records or a medical certificate, or a police report



ORIGINAL BILLS AND RECEIPTS

For example, your transportation tickets or accommodation receipts, or receipts for medical expenses

We pay within 30 days if your claim is approved

We notify you of our decision within 30 days of receiving your claim and all supporting documents. If we decline your claim, we explain our reasons to you in writing.

YOUR LEGAL RIGHTS IF YOU DISAGREE WITH OUR DECISION

1. You can ask us to reconsider your claim

We will reconsider your claim if you provide us with additional arguments, information, or documentation. You can contact Customer Service, then Customer Service management and, if you are still not satisfied, the Manulife Ombuds Office. For more information:

www.manulife.ca/for-you/contact-us/feedback-or-complaint.html

2. You can contact the OmbudService for Life & Health Insurance

The OmbudService for Life & Health Insurance is an independent organization that helps people who want to file a complaint about their insurance coverage. For more information: www.olhi.ca

3. You can contact the Autorité des marchés financiers

The Autorité des marchés financiers reviews your file and can help us find a solution together, such as offering dispute resolution services. For more information: lautorite.qc.ca/en/general-public/assistance-complaints-and-compensation/

4. You can appeal our decision in court

If you decide to appeal our decision in court, you need to appeal within the 3-year time frame prescribed by the Civil Code (prescription period). We recommend that you seek legal advice for information on your rights and the appeal process.

8. YOUR RIGHT TO TERMINATE INSURANCE

Within 10 days after purchasing your insurance: full refund

We refund you the insurance premium in full if you meet the following conditions:

- ✓ You cancel your insurance no later than 10 days after signing the Application for insurance.
- ✓ You cancel your insurance before the departure date shown in your *Confirmation*.
- ✓ You do not have any claims in progress

YOU MUST CANCEL YOUR INSURANCE IN WRITING WITH YOUR TRAVEL AGENCY

You can use the Notice of cancellation of an insurance contract at the end of this guide (Appendix I). Your travel booking and any other contract you enter with your travel agency remains in effect. You may lose certain discounts or benefits that you were entitled to because you purchased this insurance.

No refund in other cases

You can terminate your policy at any time, but you will not be entitled to a refund in other cases.

9. SIMILAR INSURANCE PRODUCTS AVAILABLE ON THE MARKET

Manulife offers a comprehensive range of travel insurance coverages. Keep in mind, though, that other travel insurance products are available on the market.

Other products may contain travel insurance coverage like that offered by Manulife. Some group insurance plans also include Emergency Medical coverage. Remember to check if you already have some of these coverages.

10. CONTACT US

Manulife
Affinity Markets
250 Bloor Street East
Toronto, ON M4W 1E5

Telephone: 1-877-421-0157
Fax: 1-800-510-3362
Email: scotiatravel@manulife.com
Website: <http://manulife.ca>

11. CONTACT THE AUTORITÉ DES MARCHÉS FINANCIERS

The Autorité des marchés financiers can provide you with information about your insurer's or your insurance distributor's obligations. To contact the Autorité des marchés financiers:

Autorité des marchés financiers
Place de la Cité, Cominar Tower
2640 Boulevard Laurier, Suite 400
Quebec City, QC G1V 5C1

Quebec City: 418-525-0337
Montreal: 514-395-0337
Elsewhere in Quebec: 1-877-525-0337
Fax: 418-525-9512
Website: <https://lautorite.qc.ca>

12. DEFINITIONS

Act of war

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.

Act(s) of terrorism

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 (whether their activities are legal or illegal);
- promote political, social, religious or economic objectives.

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.

Please note that the following are not considered a *change in medication*:

- the routine adjustment of Coumadin, warfarin or insulin (if they are not newly prescribed or recently stopped) and there has been no change in your medical condition;
- a change from a brand name medication to a generic brand medication of the same dosage.

Children, grandchildren

Your unmarried, dependent son(s) or daughter(s) or your grandchild(ren) travelling with you or joining you during your trip and who is either:

- under the age of 21, or
- under the age of 26 and a full-time student, or
- your child of any age who is mentally or physically disabled.

WARNING: In addition, the *child* must be a minimum age of 30 days.

Common carrier

A bus, taxi, train, boat, plane or other commercial vehicle which is licensed, intended and used to transport paying passengers.

Confirmation

Your *Confirmation* refers to several documents:

- the application for insurance,
- any other documents confirming your insurance coverage once you have paid the required premium,
- where applicable, the medical questionnaire, and
- your travel arrangements, including tickets and receipts issued by a *travel supplier* or for accommodation.

Departure point

The place you leave from for your trip and are going to return to.

Grandchildren

See *Children*.

Hospitalization (Hospital)

Admission to a licensed facility where inpatients receive medical care and diagnostic and surgical services under the supervision of a staff of *physicians* with 24-hour care by registered nurses.

WARNING: *Hospital* does not include a clinic, a long-term or palliative care facility, a rehabilitation centre, an addiction centre, a convalescent, rest, nursing home or long-term care facility, a seniors' residence, or a health spa.

Immediate family

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

Injury

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

Key person

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

Medical condition

- *Injury*
- *Illness*, disease or symptom
- Complication of pregnancy within the first 31 weeks of pregnancy.

Medical emergency

A sudden and unforeseen *sickness* or *injury* that requires immediate *treatment*.

WARNING: A *medical emergency* no longer exists when the Assistance Centre determines that the person can return to his or her province or country of permanent residence or continue with the trip.

Physician

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.

WARNING: A physician must be a person other than you or a member of your *immediate family*.

Plane

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.

Province

Your province or territory of residence.

Sickness

Illness, disease, disorder, or any related symptom.

Spouse

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

Stable

A *medical condition* is *stable* when all the following criteria are met:

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

Travel companion

A person who shares trip arrangements with you on any one trip.

WARNING: A maximum of 3 people, including you, may be considered *travel companions* on any one trip.

Treatment, Treat, Treated

Hospitalization, prescribed medication (including medication prescribed “as needed”), medical, therapeutic, diagnostic or surgical procedures prescribed, performed or recommended by a licensed medical practitioner.

WARNING: 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 *sickness* or vertical transmission risks, or monitoring, diagnosis or prognosis.

Vehicle

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

APPENDIX 1: NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT (TO TERMINATE THE INSURANCE)

THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows you to cancel an insurance contract you have just signed when signing another contract, without penalty, within 10 days of its signature. To do so, you must give the insurer notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered will remain in force. Warning: It is possible that you may lose advantageous conditions because of this insurance contract; contact your distributor or consult your contract.
- After the expiry of the 10-day delay, you may cancel the insurance at any time; however, penalties may apply.

For more information, contact the Autorité des marchés financiers at: 418-525-0337 (Quebec City), 514-395-0337 (Montreal), or 1-877-525-0337 (toll-free).

NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT ¹

You should send this notice by registered mail.

To Manulife
Affinity Markets
250 Bloor Street East
Toronto, ON M4W 1E5

Name and address of Insurer or Insurers

DATE _____ Date notice sent

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby cancel:

INSURANCE CONTRACT NO. _____ Contract number, if indicated

ENTERED ON _____ Date of signature of contract

AT _____ Place of signature of contract

NAME OF CLIENT _____

SIGNATURE _____

¹ Notice given by distributor, s. 440 of the *Act respecting the distribution of financial products and services* Sections 439 to 443 of the Act appear in this notice and have been reproduced on the following page.

Sections of the Act respecting the distribution of financial products and services

439. A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

440. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

441. A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail. Where such an insurance contract is rescinded, the first contract retains all its effect.

442. No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time. However, a contract may provide that the rescission or cancellation of the insurance contract will entail for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.