

Scotia Travel Insurance

Emergency Medical Policy for Travelling Canadians

Effective December 2018

Underwritten by
The Manufacturers Life Insurance Company

 **ScotiaLife Financial**®
Surprisingly Simple Insurance

SCOTIA TRAVEL INSURANCE™ EMERGENCY MEDICAL POLICY
FOR TRAVELLING CANADIANS
 Effective December 2018

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

10-Day Free Look – If you notify us within 10 days of your purchase date, as indicated on your confirmation, that you are not completely satisfied with your policy, we will provide a full refund if you have not already departed on your trip and there is no claim in progress. For information on refunds after the 10-Day Free Look period, please refer to the Cancellation & Refunds section in this policy.



Everyone wants to have a carefree trip and should be able to travel with confidence in their travel insurance purchase. Most people travel every day without a problem, but if something does happen, the member companies of the Travel Health Association of Canada (THiA) want you to know your rights. THiA's Travel Insurance Bill of Rights and Responsibilities builds on the golden rules of travel insurance:

- Know your health • Know your trip
- Know your policy • Know your rights

For more information, go to www.thiaonline.com/Travel_Insurance_Bill_of_Rights_and_Responsibilities.html

TABLE OF CONTENTS

1. IMPORTANT NOTICE	3
2. IDENTIFICATION OF INSURER	3
3. IN THE EVENT OF AN EMERGENCY	3
4. ELIGIBILITY	3
5. GENERAL INFORMATION	3
Insuring Agreement	3
When Your Coverage Starts	4
When Your Coverage Ends	4
Automatic Extension	4
To Stay Longer than Planned	4
Cancellation & Refunds	4
Family Coverage	4
Multi Trip Plans	4
6. MEDICAL CONCIERGE SERVICES	5
7. EMERGENCY MEDICAL BENEFITS	5
What does Emergency Medical Insurance cover?	5
8. EXCLUSIONS & LIMITATIONS	7
What does Emergency Medical Insurance not cover?	7
9. TERRORISM COVERAGE	8
10. WHAT ELSE DO YOU NEED TO KNOW?	8
How does this insurance work with other coverages that you may have?	8
11. HOW TO MAKE A CLAIM	9
12. STATUTORY CONDITIONS	10
13. DEFINITIONS	10
14. NOTICE ON PRIVACY	12

SECTION 1 – IMPORTANT NOTICE

READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL

- 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 or exclusions.
- Your policy may not provide coverage for a medical condition and/or symptoms that existed prior to your trip. Check to see how this applies in your policy and how it relates to your departure date, date of purchase or effective date.
- In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is made.
- If your policy provides travel assistance, you may be 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 period of time.

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.

ITALICIZED WORDS have a specific meaning. Please refer to the “Definitions” section of this policy, to find the meaning of each italicized word.

SECTION 2 – IDENTIFICATION OF INSURER

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

This document contains, along with *your confirmation*, the terms and conditions of coverage.

SECTION 3 – IN THE EVENT OF AN EMERGENCY

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

**1-877-372-2988 toll-free from the USA and Canada
+1 519-251-7840, collect to Canada
from anywhere else in the world.**

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

Please note that **if you do not call** the Assistance Centre in an *emergency* and prior to *treatment*, **you will have to pay 20% of the eligible medical expenses** we would normally pay under this *policy*. If it is medically impossible for *you* to call, please have someone call on *your* behalf.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. The TravelAid mobile app can also provide you with directions to the nearest medical facility, and local emergency telephone numbers (such as 911 in North America).

To download the app, visit: <http://www.active-care.ca/en/travelaid/>.

SECTION 4 – ELIGIBILITY

To be eligible for Emergency Medical coverage, you must, as of the date you apply for coverage and the effective date:

- be a resident of Canada and covered under a *government health insurance plan* for the entire duration of *your trip*;
- be at least thirty (30) days of *age*;
- not have been advised by a *physician* to avoid travel at this time;
- not have a terminal illness or metastatic cancer;
- not require kidney dialysis;
- not have been prescribed or used home oxygen in the last twelve (12) months; and
- never have had bone marrow, stem cell or organ transplant (except corneal transplant).

SECTION 5 – GENERAL INFORMATION

INSURING AGREEMENT

In consideration of the application for insurance for which you have met the eligibility requirements and paid the appropriate premium, we will pay, up to a maximum of \$10 million CDN per insured person for *reasonable and customary* charges incurred by *you* (less any applicable deductible) as a result of an *emergency*, occurring while *you* are travelling outside *your* province or territory of residence, for the benefits set out in this document, subject to the terms, limitations, exclusions and other conditions and in excess of those reimbursable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan and *your government health insurance plan*. Some benefits are subject to advance approval by *our* Assistance Centre. Unless otherwise stated, all amounts referred to in this *policy* are in Canadian dollars. *You* will be responsible for any expenses that are not payable by *us*.

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

This policy includes *emergency* medical coverage for:

- a Single Trip plan for travel outside *your* province of residence; or
- a Multi Trip plan for an unlimited number of *trips* taken within one (1) year of the *effective date* for the *trip* length as shown on *your confirmation*.

WHEN YOUR COVERAGE STARTS

For a Multi Trip plan, *emergency* medical coverage starts each date you leave your province or territory of residence and each date you leave Canada on or after the *effective date* as stated on your *confirmation*.

For a Single Trip plan, coverage starts on the later of:

- the *departure date*; or
- the *effective date* as stated on your *confirmation*.

WHEN YOUR COVERAGE ENDS

For all Multi Trip plans, *emergency* medical coverage ends on the earliest of:

- the date you return *home*;
- the *expiry date*, as stated on your *confirmation*; or
- when travelling outside Canada, the date you reach the maximum *trip length* you purchased for each *trip*, as stated on your *confirmation*.

For Single Trip Emergency Medical plans, your coverage ends on the earlier of:

- the date you return *home*; or
- the *expiry date*, as stated on your *confirmation*.

For Single Trip Canadian Travel Emergency Medical plans, coverage ends on the earliest of:

- the date you return *home*;
- the *expiry date*, as stated on your *confirmation*; or
- the day you leave Canada.

AUTOMATIC EXTENSION of *emergency* medical coverage is provided beyond your *expiry date*, as stated on your *confirmation*, if:

- your *common carrier* or *vehicle* is delayed and prevents you from travelling on your *expiry date*. In this case, we will extend your coverage for up to seventy-two (72) hours;
- you or your *travel companion* are hospitalized on the *expiry date*. In this case, we will extend your coverage during the hospitalization up to a maximum of 365 days or until, in our opinion, you are stable for discharge from the *hospital* or for evacuation *home*, whichever is earlier, and for up to five (5) days after discharge from the *hospital*; or
- you or your *travel companion* have a *medical emergency* that does not require hospitalization but prevents travel on your *expiry date*, as confirmed by a *physician*. In this case, we will extend your coverage for up to five (5) days.

TO STAY LONGER THAN PLANNED

If you are already on your *trip* and need to apply for an extension of your coverage, before the *expiry date* of your existing coverage, simply call Customer Service at 1-877-421-0157. You may be able to extend your coverage, as long as:

- the total length of your *trip* outside of Canada, including the extension, does not exceed the maximum allowed by your *government health insurance plan*;
- you pay the additional premium; and
- there has been no event that has resulted or may result in a claim against the policy and there has been no change in your health status.

Any extension is subject to approval. In any case, we will not extend any coverage beyond twelve (12) months after the date you first leave *home*.

CANCELLATIONS & REFUNDS

- You may cancel your policy prior to your *departure date* (your *effective date* if you have purchased a Multi Trip Emergency Medical plan).
- If you return *home* early, you may request a refund of premium (minimum \$25.00) for the unused coverage days of your Single Trip Emergency Medical Plan, providing there has been or will be no claim reported or initiated, that you have not been provided with any assistance services and that you have mailed us your written request with proof of the date you returned *home*.
- All travellers insured under the same *policy* must return together for a refund to be possible.

Refunds and cancellations are not available for Multi Trip plans.

FAMILY COVERAGE

If you have purchased Family Coverage for any Emergency Medical Plan, all family members must be named on your *confirmation* and must be under *age* sixty (60) and a minimum of thirty (30) days of *age*. Family Coverage can include: i) one applicant (parent or grandparent) travelling with their *children/grandchildren*; ii) the applicant, *spouse* and *children* or *grandchildren*; or iii) three (3) generations of a single family (grandparent[s], parent[s] and their *children*). All family members must have coverage that starts and ends on the same dates. Family Coverage and *Travel Companion* savings cannot be combined.

MULTI TRIP PLANS

- Provide coverage for an unlimited number of *trips* taken within one (1) year, commencing with the *effective date* as shown on your *confirmation*.
- Provide you with *emergency* medical coverage for an unlimited number of days of travel within Canada but outside your province or territory of residence.
- Each *trip* taken outside of Canada can be up to the maximum number of days you selected when you purchased your Multi Trip plan, beginning on the first day you leave Canada.
- For a *trip* to be covered under the benefits of Scotia Travel Insurance, it must start on or after the *effective date* and end prior to or on the *expiry date* shown on your *confirmation* of coverage.
- Top-Up coverage can be purchased for *trips* that are longer than the maximum *trip length* selected or if your *trip* extends beyond the *expiry date* of your Multi Trip plan as shown on your *confirmation*.

In the event of a claim, you will be required to provide proof of your *departure date* and your return date. Proof can include your *plane* ticket, train ticket, a stamped passport, and/or a credit card or bank statement showing purchases in Canada just prior to your *departure date*.

Top-Up your trip under the Multi Trip Emergency Medical plan:

If your *trip*:

- is longer than the maximum number of coverage days you have under your current plan; or
- will extend beyond the *expiry date* shown on your *confirmation*,

you can either:

- purchase Top-Up coverage before the *expiry date* of your Multi Trip plan for any additional travel days; or
- purchase a new Multi Trip Emergency Medical plan, with no lapse in coverage, providing the total duration of the *trip* does not exceed the maximum *trip length* you choose.

SECTION 7 – EMERGENCY MEDICAL BENEFITS

If *your* multi trip plan is not underwritten by Manulife, it is *your* responsibility to confirm that a Top-Up is permitted on *your* existing plan with no loss of coverage.

When *you* apply for Top-Up coverage, *you* may be required to answer questions about *your* health.

SECTION 6 – MEDICAL CONCIERGE SERVICES

Scotia Travel Insurance is pleased to provide *you* with value-added medical concierge services.

What services are available? StandbyMD offers *you*:

- Anywhere *you* travel, telephone access to a qualified physician who can assess *your* symptoms and provide treatment options;
- In 86 countries and over 4000 cities, access to physician house call visits.

In addition, when *you* travel to the United States, StandbyMD offers the following services:

- Same-day co-ordination and delivery of lost/forgotten prescription maintenance medication, eye glasses or contact lenses and medical supplies;
- Referral to medical specialists, chiropractors, dentists, walk-in clinics, urgent care centres or more than 50,000 hospitals for evaluation and treatment;
- Physician co-ordination to an Emergency Room and, whenever possible in select cities, will “fast track” *you* through the Emergency Room.

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

Disclaimer, Waiver, and Limitation of Liability: StandbyMD is not a medical provider. Medical providers utilized by StandbyMD are not employees, agents, nor in any way affiliated with StandbyMD, beyond accepting StandbyMD’s referrals. StandbyMD does not have any control, real or implied, over the medical judgment of participating medical providers, nor their actions or inactions. StandbyMD, upon making referrals under this policy, does not assume any responsibility for the availability, their quality, or the results or outcome of any treatment or service. Policyholders hereby specifically waive any and all rights to proceed legally against StandbyMD or anyone related to StandbyMD* in any and all claims, demands, actions, causes of action, and suits of any kind, nature, or amount which relate to, or in any way directly or indirectly flow from the medical concierge services that StandbyMD is offering. StandbyMD’s liability under these medical concierge services, if any, is limited solely to the amount of payment made to participating medical providers for the services that a policyholder obtained after they received a referral from StandbyMD.

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

What does Emergency Medical Insurance cover?

Emergency Medical Insurance covers *you* for up to \$10,000,000 CDN of covered expenses incurred by *you* for *treatment* required by *you* during *your trip* if a medical *emergency* begins unexpectedly after *you* leave *home*, but only if these covered expenses are in excess of any amount covered by *your government health insurance plan* or any other benefit plan. The *treatment* must be required as part of *your emergency treatment*.

All medical procedures and/or tests (including but not limited to MRI, MRCP, CAT Scan, CT Angiogram, Nuclear Stress Test, Angiogram or Cardiac Catheterization or **any** surgery) must be authorized by the Assistance Centre in advance.

We will cover Benefits #5 through #13 and #18 only if they have been authorized and arranged by the Assistance Centre.

Covered expenses and benefits are subject to the policy’s maximums, exclusions, limitations, and *your* deductible amount. The deductible amount is the amount of covered expenses that *you* are responsible for paying per person per *emergency* medical claim. *Your* deductible amount, in CDN dollars, applies to the amount remaining after any covered expenses are paid by *your government health insurance plan*. The deductible amount is shown on *your confirmation*.

The eligible covered expenses include:

- 1. Expenses for *emergency treatment*** – *Reasonable and customary* charges for medical care received from a *physician* in or out of *hospital*; the cost of a semi-private *hospital* room (or an intensive or coronary care unit where medically necessary); the services of a licensed private duty nurse while *you* are in *hospital*; the rental or purchase (whichever is less) of a hospital bed, wheelchair, brace, crutch or other medical appliance; tests that are needed to diagnose or find out more about *your* condition; and drugs that are prescribed for *you* and are available only by prescription from a *physician* or dentist.
- 2. Expenses for paramedical services** – Care received from a licensed chiropractor, osteopath, physiotherapist, chiropodist or podiatrist, up to \$70 per visit to a combined maximum of \$700 for a covered *injury*.
- 3. Expenses for ambulance transportation** – *Reasonable and customary* charges for local licensed ambulance service to transport *you* to the nearest appropriate medical service provider in an *emergency*.
- 4. Expenses for *emergency dental treatment*** –
 - If *you* need *emergency dental treatment*, we will pay up to \$300 for the relief of dental pain; and/or
 - If *you* suffer an accidental blow to the mouth, we will pay up to \$3,000 for the *reasonable and customary* charges to repair or replace *your* natural or permanently attached artificial teeth (up to \$1,500 during *your trip* and up to \$1,500 after *your return home* to continue *treatment* in the ninety (90) days after the accident).
- 5. Expenses to bring someone to *your* bedside** – If *you* are travelling alone and are admitted to a *hospital* for three (3) days or more because of a medical *emergency*, we will pay the return economy class airfare via the most cost-effective itinerary for someone to be with *you*. We will also pay up to \$1,000 for that person’s hotel and meals and cover them with Emergency Medical Insurance under the same terms and limitations of this policy until *you* are medically fit to return *home*. For a *child* insured under this policy, this benefit is available immediately upon their *hospital* admission.

6. Extra expenses for meals, hotel, and taxi – If a medical emergency prevents you or your travel companion from returning home as originally planned, or if your emergency medical treatment or that of your travel companion requires your transfer to a location that is different from your original destination, we will reimburse you up to \$200 per day to a maximum of \$2,000 for your extra meals, hotel, and taxi fares. We will only reimburse you for these expenses if you have actually paid for them.

7. Expenses related to your death – If, during your trip, you pass away from an emergency covered under this insurance, we will reimburse your estate for:

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

In addition, if someone is legally required to identify your body and must travel to the place of your death, we will pay the return economy class airfare via the most cost-effective itinerary for that person, and up to \$300 for that person's hotel and meal expenses. We will also provide that person with Emergency Medical Insurance under the same terms and limitations of this policy for up to seventy-two (72) hours.

8. Expenses to bring you home – If your treating physician recommends that you return home earlier than planned because of your emergency or if our medical advisors recommend that you return home after your emergency, we will pay for one or more of the following:

- the extra cost of economy class airfare via the most cost-effective itinerary; and/or
- a stretcher airfare on a commercial flight via the most cost-effective itinerary, if a stretcher is medically necessary; and/or
- the cost of return economy class airfare via the most cost-effective itinerary for a qualified medical attendant to accompany you, and the attendant's reasonable fees and expenses, if this is medically necessary or required by the airline; and/or
- the cost of air ambulance transportation if this is medically necessary.

9. Return Excess Baggage – When approved in advance by the Assistance Centre, up to \$300 for the return of your excess baggage. This benefit is payable if you return home under Benefit #7 or #8.

10. Expenses to return children under your care – If you are admitted to hospital for more than twenty-four (24) hours or must return home because of an emergency, we will pay for the extra cost of one-way economy class airfare to return the children home via the most cost-effective itinerary and the return economy class airfare via the most cost-effective itinerary for a qualified escort when the airline requires it. The children must have been under your care during your trip and covered under a policy or certificate underwritten by us.

11. Childcare expenses – We will pay up to \$75 per day to a maximum of \$500 for childcare costs incurred by you during your trip to care for your children travelling with you and remaining with you at destination while you are hospitalized as an in-patient during your trip. Original receipts from the professional childcare provider are required and the professional childcare provider must be someone other than immediate family or a travel companion.

12. Expenses to return your travel companion – We will cover the extra cost of one-way economy class airfare via the most cost-effective itinerary, to return your travel companion (who is travelling with you at the time of your emergency and insured under our travel insurance plan) home, if you are repatriated or evacuated under Benefit #7 or 8 above.

13. Expenses to return your vehicle home – If, because of a medical emergency, you are unable to drive the vehicle you used during your trip, we will cover up to \$3,000 charged by a commercial agency to bring your vehicle home. If you rented a vehicle during your trip, we will cover its return to the rental agency.

14. Subsistence Allowance – When you are hospitalized for 48 hours or more due to sickness or injury during your trip, we will reimburse you \$50 per day up to \$300 per policy for your telephone, parking and television out-of-pocket expenses. Expenses must be supported by original receipts.

15. Phone call expenses – We will pay for phone calls to or from our Assistance Centre regarding your medical emergency. You must provide receipts or other reasonable evidence to show the cost of these calls and the numbers phoned or received during your trip.

16. Pet Return – If your domestic dog or cat travels with you during your trip and you return to Canada under Benefit #7 or #8, we will pay the cost of one-way transportation up to a maximum of \$500 to return your domestic dog or cat to Canada.

17. Trip Break – For Single Trip plans, you may return home to your province of residence without terminating your coverage. There is no coverage under this plan in your province or territory of residence. There will be no refund of premium for any of the days you spend in your province or territory of residence. If you experience any change in your health during the Trip Break, you must notify the Assistance Centre prior to leaving your province or territory of residence for confirmation of continued coverage.

18. Return to Original Trip Destination – If you are returned to your province or territory of residence under Benefit #8 (Expenses to bring you home) and the attending physician determines that the treatment received in Canada resolved the emergency and that no further treatment is required, we will reimburse up to a maximum of \$5,000 for a one-way economy flight to return you and one insured travel companion to the original trip destination. This benefit is available only if the return to destination occurs during the dates of the original trip and if the Assistance Centre has approved your return under your existing policy. A subsequent recurrence or complication of the condition that resulted in you being returned home is excluded under this policy.

SECTION 8 – EXCLUSIONS AND LIMITATIONS

What does Emergency Medical Insurance not cover?

We will not pay any expenses or benefits relating directly or indirectly to:

1. A pre-existing condition. The *pre-existing condition* exclusion that applies to *you* depends on the Rate Category *you* qualified for when *you* purchased this policy. Please see the definition of "*pre-existing condition*" and "*stable*" at the end of this policy.

NOTE: For the Canadian Travel Emergency Medical plan, no *pre-existing condition* exclusion applies.

Rate Category A. We will not pay any expenses relating to:

- a *pre-existing condition* that is not *stable* in the three (3) months before *your effective date*; and/or
- *your* heart condition if, in the three (3) months before *your effective date*, any heart condition has not been *stable* or *you* have taken any form of nitroglycerine for the relief of angina pain; and/or
- *your* lung condition if, in the three (3) months before *your effective date*, any lung condition has not been *stable* or *you* required *treatment* with oxygen or Prednisone for a lung condition.

Rate Categories B and C. We will not pay any expenses relating to:

- a *pre-existing condition* that is not *stable* in the six (6) months before *your effective date*; and/or
 - *your* heart condition if, in the six (6) months before *your effective date*, any heart condition has not been *stable* or *you* have taken any form of nitroglycerine for the relief of angina pain; and/or
 - *your* lung condition if, in the six (6) months before *your effective date*, any lung condition has not been *stable* or *you* required *treatment* with oxygen or Prednisone for a lung condition.
2. Covered expenses that exceed the *reasonable and customary* charges where the medical *emergency* happens.
 3. Any *emergency* when, prior to the purchase date, *you* had not met all the eligibility requirements or truthfully and accurately answered all the questions in the *medical questionnaire* (if applicable).
 4. Covered expenses that exceed 80% of the cost *we* would normally have to pay under this insurance if *you* do not, or someone on *your* behalf does not, contact the Assistance Centre at the time of the *emergency*.
 5. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies, cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by the Assistance Centre prior to being performed. All surgery must be authorized by the Assistance Centre prior to being performed except in extreme circumstances where surgery is performed on an *emergency* basis immediately upon admission to *hospital*.
 6. Any non-*emergency*, investigative or elective *treatment* such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.
 7. The continued *treatment* of a *medical condition* when *you* have already received *emergency treatment* for that condition during *your trip* and *our* medical advisors determine that *your* medical *emergency* has ended.

8. A medical condition:

- when *you* knew or for which it was reasonable to expect before *you* left *home*, or before the *effective date* of coverage, that *you* would need or be required to seek *treatment* for that *medical condition*; and/or
- for which future investigation or *treatment* was planned before *you* left *home*; and/or
- which produced symptoms that would have caused an ordinarily prudent person to seek *treatment* in the three (3) months before leaving *home*; and/or
- that had caused *your physician* to advise *you* not to travel.

9. 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, hang-gliding 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.
10. *Treatment* if *you* specifically purchased this insurance to obtain such *treatment* whether or not it was authorized by a *physician*.
11. *Your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
12. Committing or attempting to commit a criminal act.
13. Not following recommended or prescribed therapy or *treatment*.
14. Any loss, *injury* or death related to intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.
15. Any loss resulting from *your minor mental or emotional disorder*.
16. a) *Your* routine pre-natal 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 trip*.
17. For insured *children* under two (2) years of *age*, any *medical condition* related to a birth defect.
18. Any benefit that must be authorized or arranged in advance by the Assistance Centre when it has given no authorization or made no arrangement for that benefit.
19. Any *emergency* that occurs or recurs after *our* medical advisors recommend that *you* return *home* following *your emergency treatment*, and *you* choose not to.
20. Death or *injury* sustained while piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
21. For extensions or Top-Ups: any *medical condition* which first appeared, was diagnosed or treated after the scheduled *departure date* and prior to the *effective date* of the insurance extension or Top-Up.
22. Any change in *your* health status or *medical condition* that occurred or started, or any *medical condition* that did not remain *stable*, during *your Trip Break* (see Benefit #17).
23. A recurrence or complication of the condition for which *you* returned *home* under Benefit #18.

SECTION 10 – WHAT ELSE DO YOU NEED TO KNOW?

- 24. Any *act of terrorism* or any medical condition *you* suffer or contract in a specific country, region or city when a Government of Canada Travel Advisory, issued before *your effective date*, advises Canadians to avoid all or nonessential travel to that specific country, region or city. In this exclusion, “medical condition” is limited, related or due to the reason for the Travel Advisory.
- 25. An *act of war* or *act of terrorism*. Limited coverage applies with respect to an *act of terrorism*. See Section 9 - Terrorism Coverage.

SECTION 9 – 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, coverage will be provided as follows:

- For all **Emergency Medical Insurance**, we will provide benefits to *you* for *your* covered expenses subject to the maximums shown in the benefits section and this provision;
- The benefits payable, as described directly above, are in excess of all other potential sources of recovery, including alternative or replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers and other insurance policies and certificates (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 *our* **Emergency Medical Insurance** shall be subject to an overall maximum aggregate payable limit relating to all in-force travel policies and certificates issued by *us*, including this policy. If total claims otherwise payable for a type of coverage under all travel policies and certificates issued by *us*, resulting from one or more *acts of terrorism* occurring within an applicable time period, exceed this maximum aggregate payable limit, then the amount paid on each claim shall be reduced on a prorated basis so that the total amount paid in respect of all such claims shall be the maximum aggregate payable limit.

Coverage is only available for up to two (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\$)
Emergency Medical	\$35,000,000

If, in *our* 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.

This policy is issued based on information provided in *your* application (including the *medical questionnaire* if required). Claims will be processed according to the policy in force at the time of claim. No agent or broker has the authority to change the contract or waive any of its provisions. This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact in *your* application for this policy, extension or Top-Up of coverage for benefits under this policy. This policy is non-participating. *You* are not entitled to share in *our* divisible surplus.

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

Limitation of Liability

Our liability under this policy is limited solely to the payment of eligible benefits, up to the maximum amount purchased, for any loss or expense. Neither *we*, upon making payment under this policy, nor *our* agents or administrators assume any responsibility for the availability, quality, results or outcome of any *treatment* or service, or *your* failure to obtain any *treatment* or service covered under the terms of this policy. The participation of the insurers is several and not joint and none of them will under any circumstances participate in the interest and liabilities of any of the others.

Premium

The required premium is due and payable at the time of purchase and will be determined according to the schedule of premium rates then in effect. Premium rates and policy terms and conditions are subject to change without prior notice. When *you* have paid the appropriate premium and met the eligibility requirements, this policy along with *your* application forms part of *your* insurance contract and becomes a binding contract, providing that *you* are issued a *confirmation* upon which a contract policy number appears.

If *you* are ineligible for coverage, *our* only liability will be to refund any premium paid. *You* will be responsible for any expenses that are not payable by *us*. If the premium is insufficient for the period of coverage selected, *we* will charge and collect any underpayment; or shorten the policy period by written endorsement if an underpayment in premium cannot be collected. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

How does this insurance work with other coverages that *you* may have?

The plans outlined in this policy are second payor coverages. If there are other third party liability, group or individual, basic or extended health insurance plans or contracts, including any private, provincial or territorial auto insurance plan providing *hospital*, medical or therapeutic coverage or any other third party liability insurance in force concurrently herewith, amounts payable hereunder are limited to that portion of *your* expenses, incurred outside the province or territory of residence, that are in excess of the amounts for which *you* are insured under such coverage.

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. *We* will co-ordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this insurance (except if *your* current or former employer provides *you* with an extended health insurance plan with a lifetime maximum coverage of \$50,000 or less), to a maximum of the largest amount specified by each insurer.

In addition, *we* have full rights of subrogation. In the event of a payment of a claim under this policy, *we* will have the right to proceed, in *your* name, but at *our* expense, against third parties who may be responsible for giving rise to a claim under this policy. *You* will execute and deliver such documents as are necessary and co-operate fully with *us* to allow *us* to fully assert *our* rights. *You* must do nothing to prejudice such rights.

If *you* are insured under more than one insurance policy or certificate underwritten by *us*, the total amount *we* pay to *you* cannot exceed *your* actual expenses; and the maximum *you* are entitled to is the largest amount specified for the benefit in any one policy or certificate.

SECTION 11 – HOW TO MAKE A CLAIM

**IN THE EVENT OF A MEDICAL EMERGENCY,
CALL THE ASSISTANCE CENTRE IMMEDIATELY
1-877-372-2988 toll-free from the USA and Canada
+1 519-251-7840, collect to Canada
from anywhere else in the world.**

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

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit:
<http://www.active-care.ca/en/travelaid/>.

Please note that **if you do not call** the Assistance Centre in an *emergency* and prior to receiving *treatment*, **you will have to pay 20% of the eligible medical expenses** *we* would normally pay under this policy (20% co-insurance). If it is medically impossible for *you* to call when the *emergency* happens, *we* ask that someone call on *your* behalf.

Do not assume that someone will contact the Assistance Centre for you. It is your responsibility to verify that the Assistance Centre has been contacted.

If *you* choose to pay eligible expenses directly to a health service provider without prior approval by the Assistance Centre, eligible expenses will be reimbursed to *you* based on the *reasonable and customary* charges that *we* would have paid directly to such provider. Medical charges that *you* pay may be higher than this amount. Therefore, *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary* charges reimbursed by *us*.

Notice and Proof of Claim. Claims must be reported within thirty (30) days of occurrence of a claim arising under this contract. *Your* proof of claim must be sent or submitted to *us* within ninety (90) days of the date a claim has occurred or the service was provided.

Failure to Give Notice or Proof of Claim. Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible

and in no event later than one (1) year from the date of the occurrence arising under this contract, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Proof of Claim

The Assistance Centre will furnish forms for proof of claim within fifteen (15) days after receiving notice of claim. If *you* have not received the forms within that time, *you* may submit *your* proof of claim in the form of a written statement of the cause or nature of the accident, *sickness*, *injury* or insured risk giving rise to the claim and the extent of the loss, or *you* can submit *your* proof of claim online.

Mailing Instructions

Claims correspondence should be mailed to:
Scotia Travel Insurance
c/o Active Care Management
P.O. Box 1237, Stn. A
Windsor, ON N9A 6P8

Online Claims Submission

For quick and easy claim submission, please have all of *your* documents available in electronic format and visit <https://manulife.acmtravel.ca> to submit *your* claim online.

You may call the Assistance Centre directly for specific information on how to make a claim or to enquire about *your* claim status at:
1-877-372-2989.

All money payable under this contract shall be paid by *us* within sixty (60) days after proof of claim and all required documentation has been received.

If you are making an Emergency Medical Insurance claim, we will need:

- original itemized receipts for all bills and invoices;
- proof of payment by *you* and by any other benefit plan;
- medical records including complete diagnosis by the attending *physician* or documentation by the *hospital*, which must support that the *treatment* was medically necessary;
- proof of the accident if *you* are submitting a claim for dental expenses resulting from an accident;
- proof of travel (including *departure date* and return date); and
- *your* historical medical records (if *we* determine applicable).

To whom will we pay your benefits, if you have a claim?

Except in the case of *your* death, *we* will pay the covered expenses under this insurance to *you* or the provider of the service. Any sum payable for loss of life will be payable to *your* estate. *You* must repay *us* any amount paid or authorized by *us* on *your* behalf if *we* determine that the amount is not payable under *your* policy.

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.

SECTION 13 – DEFINITIONS

When italicized in this policy, the term:

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

The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a government (whether that government is legal or illegal); and/or
- promote political, social, religious or economic objectives.

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

Age means *your age* at *your* application date.

Change in medication means the medication dosage, frequency or type has been reduced, increased 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) and there has been no change in *your medical condition*; and a change from a brand name medication to a generic brand medication of the same dosage.

Child, Children means *your* unmarried, dependent son(s) or daughter(s), or *your grandchild(ren)* travelling with *you* or joining *you* during *your trip* and who is either: i) under the *age* of twenty-one (21) or ii) under the *age* of twenty-six (26) and a full-time student; or iii) *your child* of any *age* who is mentally or physically disabled. In addition, the *child* must be a minimum *age* of thirty (30) days.

Common carrier means a bus, taxi, train, boat, *plane* or other commercial *vehicle* which is licensed, intended and used to transport paying passengers.

Confirmation means this policy, the application for this policy, and any other documents confirming *your* insurance coverage once *you* have paid the required premium; and where applicable, includes the *medical questionnaire* and *your trip* arrangements. It may also include tickets or receipts issued by an airline, travel agent, tour operator, rental agency, cruise line or other accommodation or travel provider with whom *you* made arrangements for *your trip*.

Departure date means the date *you* leave for *your trip*.

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

For a Multi Trip plan, *emergency* medical coverage starts on each date *you* leave *your* province or territory of residence and each date *you* leave Canada on or after the *effective date* as stated on *your confirmation*.

Single Trip Emergency Medical plans start on the later of:

- the *departure date*; or
- the *effective date* as stated on *your confirmation*.

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

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 (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

SECTION 12 – STATUTORY CONDITIONS

Copy of Application. Upon request, a copy of the application shall be given to *you* or to a claimant under the contract.

Waiver. *We* reserve the right to decline any application or any request for extensions of coverage. No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by Manulife.

Material Facts. No statement made by *you* at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Termination by Insurer. *We* may terminate this contract in whole or in part at any time by giving written notice of termination to *you* and by refunding, concurrently with the giving of notice, the amount of premium paid in excess of the proportional premium for the expired time. The notice of termination may be delivered to *you*, or it may be sent by registered mail to *your* latest address on record. Where notice of termination is delivered to *you*, five (5) days notice of termination will be given; where it is mailed to *you*, ten (10) days notice will be given and the ten (10) days will begin on the day following the date of mailing of the notice.

Termination by Insured. *You* may terminate this contract at any time by mailing or delivering a written notice of termination to *us* at *our* office.

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

Expiry date means the date *your* coverage ends.

For all Multi Trip plans, *emergency* medical coverage ends on the earliest of:

- the date *you* return *home*;
- the *expiry date*, as stated on *your confirmation*; or
- when travelling outside Canada, the date *you* reach the maximum *trip* length *you* purchased for each *trip*, as stated on *your confirmation*.

For Single Trip Emergency Medical plans, *your* coverage ends on the earlier of:

- the date *you* return *home*; or
- the *expiry date*, as stated on *your confirmation*.

For Single Trip Canadian Travel Emergency Medical plans, coverage ends on the earliest of:

- the date *you* return *home*;
- the *expiry date*, as stated on *your confirmation*; or
- the day *you* leave Canada.

Government health insurance plan means the health insurance coverage that a Canadian provincial or territorial government provides to its residents.

Home means *your* Canadian province or territory of residence. If *you* requested coverage to start when *you* leave Canada, *home* means Canada.

Hospital means 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, grandchild, in-law, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew or cousin.

Injury means sudden bodily harm that is caused by external and purely accidental means.

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

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

Minor mental or emotional disorder means:

- having anxiety or panic attacks, or
- being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your treatment* includes only minor tranquilizers or minor anti-anxiety medication (anxiolytics) 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*.

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

Sickness means illness, disease, or any symptom related to that illness and/or disease.

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

Stable medical condition means that all 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 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
- there has been no admission to a *hospital* or referral to a specialty clinic or specialist; and
- a *physician* has not advised referral to a specialist or further testing, and there has been no testing for which the results have not yet been received.

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

Treatment 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.

Trip means the time between *your effective date* of insurance and *expiry date*.

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

We, us, our means Manulife.

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

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

SECTION 14 – NOTICE ON PRIVACY

Your privacy matters. At Scotiabank and Manulife, an important part of our mutual commitment to *you* is to provide *you* with service excellence, which includes respect for *your* privacy. By applying for insurance under a Scotia Travel Insurance program, *you* agree to be bound by the terms of the Scotiabank Privacy Agreement. If *you* have enrolled for Family Coverage it is *your* responsibility to ensure that any other applicant who is not a minor has read, understood and agrees to the terms of the Scotiabank Privacy Agreement. *You* can review the Scotiabank Privacy Agreement by visiting www.scotiabank.com/privacy. *You* also agree to be bound by the terms of the Manulife privacy agreement. The following outlines Manulife's commitment to *your* privacy as the Scotia Travel Insurance underwriter.

Notice on Privacy and Confidentiality. The specific and detailed information requested on *your* application and *medical questionnaire* is required to process the application. To protect the confidentiality of this information, Manulife will establish a financial services file from which this information will be used to process the application, offer and administer services, and process claims. Access to this file will be restricted to those Manulife employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person *you* authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions.

Your file is secured in *our* offices or those of *our* administrator or agent. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, P.O. Box 1602, Waterloo, ON N2J 4C6.

HELP IS JUST A PHONE CALL AWAY

Enjoying your trip should be the first thing on your mind. Our multilingual Assistance Centre is there to help and support you 24 hours a day, each day of the year with:

Pre-Trip Information

- Passport and travel visa information
- Health hazards advisory
- Weather information
- Currency exchange information
- Consulate and Embassy locations

During a Medical Emergency

- Verifying and explaining coverage
- Referral to a physician, hospital, or other health care provider

- Monitoring your medical emergency and keeping your family informed
- Arranging for return transportation home when medically necessary
- Arranging direct billing of covered expenses (where possible)

Other Services

- Assistance with lost, stolen or delayed baggage
- Assistance in obtaining emergency cash
- Translation and interpreter services in a medical emergency
- Emergency message services
- Help to replace lost or stolen airline tickets
- Assistance with obtaining prescription drugs
- Assistance in obtaining legal help or bail bond

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

1-877-372-2988

Toll-free from the USA and Canada.

+1 519-251-7840

Collect to Canada from anywhere else in the world.

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

IMPORTANT TELEPHONE NUMBERS:

For coverage information, general enquiries, to apply for an extension or a refund of premium, please call the Customer Service Centre at the number provided in your confirmation.

Written correspondence should be mailed to:

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

You may also call the Assistance Centre directly for specific information on how to make a claim or to inquire about your claim status at: **1-877-372-2989**.

Take a Second Look at your Insurance with ScotiaLife Financial

We'll help you understand what you've got, what you really need,
and where you can save.

To simplify your insurance, visit scotialifefinancial.com

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Manulife, P.O. Box 670, Stn. Waterloo, Waterloo, ON N2J 4B8.

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The Bank of Nova Scotia and certain of its Canadian subsidiaries.