

Scotia Travel Insurance

Trip Cancellation/Interruption Policy for Travelling Canadians

Effective December 2018

Underwritten by
The Manufacturers Life Insurance Company
and First North American Insurance Company,
a wholly owned subsidiary of Manulife.

 **ScotiaLife Financial**[®]
Surprisingly Simple Insurance

SCOTIA TRAVEL INSURANCE™ TRIP CANCELLATION/INTERRUPTION POLICY

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

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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) and First North American Insurance Company (FNAIC), a wholly owned subsidiary of Manulife. Please note that risks identified with the symbol † throughout this document are covered by FNAIC. 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.**

To cancel a *trip* before *your* scheduled *departure date*, you must cancel *your trip* with the travel supplier and notify *us* on the day the cause of cancellation occurs or on the next business day at the latest. Claim payment will be limited to the cancellation penalties specified in the *trip* contracts which are in effect on the next business day following the time the cause of cancellation occurs.

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 Trip Cancellation/Interruption Insurance, you must:

- be living in Canada or travelling through Canada.

Under Trip Cancellation/Interruption Insurance, coverage will include travel within *your* province of residence.

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 the sum purchased as indicated on *your confirmation*, for eligible expenses incurred before *your departure date* and actual costs of eligible expenses incurred on or after *your departure date* for travel arrangements paid for prior to *your departure date*, 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.

SECTION 6 – TRIP CANCELLATION/ INTERRUPTION INSURANCE

WHEN YOUR COVERAGE STARTS

Trip Cancellation coverage starts on the date *you* pay the premium for that coverage, shown as the purchase date on *your confirmation*.

Trip Interruption coverage starts on the later of:

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

WHEN YOUR COVERAGE ENDS

Trip Cancellation coverage ends on the earliest of:

- *your departure date*;
- the date *you* cancel *your trip*; or
- the *expiry date*, as stated on *your confirmation*.

Trip Interruption coverage ends on the earliest of:

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

AUTOMATIC EXTENSION is provided beyond *your expiry date* per *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 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 if there will be no lapse in coverage, if there has been no event that has resulted or may result in a claim against the policy and if 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* leave *home*.

CANCELLATION & REFUNDS

Cancellations and refunds are not available on any Trip Cancellation/Interruption plan.

Benefits – What does Trip Cancellation/Interruption Insurance cover?

If *you* are unable to travel due to a covered event listed below that occurs before *you* leave *home*, *we* will pay up to the covered amount for the prepaid unused portion of *your trip* that is non-refundable and non-transferable to another travel date. In addition, if *your travel companion* must cancel their *trip* due to a covered event applicable to them, and *you* decide to go on *your trip* as planned, *we* will cover the cost of the next occupancy charge up to the covered amount.

If *your trip* is interrupted due to a covered event listed below that occurs on or after the day *you* plan to leave *home*, *we* will pay up to the covered amount for unused travel arrangements paid for prior to *your departure date*, that is non-refundable and non-transferable to another travel date, less the prepaid unused return transportation. In addition, *we* will pay *your* additional and unplanned hotel and meal expenses, and *your* essential phone calls and taxi fares, to a maximum of \$300 per day for up to two (2) days when no earlier transportation arrangements are available; and/or *we* will pay *your* one-way economy class airfare via the most cost-effective itinerary to *your* or *your group's* next destination, or to return *home*. *We* will pay for the change fee charged by the airline for *your* missed connection if this option is available, or up to \$1,000 for the cost of *your* one-way economy airfare to the next destination.

What else does Trip Interruption Insurance cover?

In the event of *your* death during *your trip*, *we* will reimburse *your* estate:

- 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.

The Trip Cancellation/Interruption maximum payable amount is:

- up to the covered amount for Trip Cancellation before *you* leave *home*; and
- unlimited Trip Interruption after departure (some benefits maximums do apply).

These benefits are payable if any of the following covered events happen:

1. *You* or *your travel companion* develop(s) a sudden and unforeseen *medical condition* or passes away.

2. A member of *your immediate family*, a member of *your travel companion's immediate family* or *your key-person* develops a sudden and unforeseen *medical condition* or passes away; or the person whose guest *you* will be during *your trip* is unexpectedly admitted to a *hospital* or passes away.
3. *You* or *your spouse*: a) become pregnant after *you* book *your trip* and *your departure date* falls in the nine (9) weeks before or after the expected delivery date, or b) legally adopt a *child* and the notice of custody is received after the *effective date* and the date of custody is scheduled in the nine (9) weeks before or after *your departure date*.
4. ‡*You* or *your travel companion's* travel visa is not issued for a reason beyond *your/their* control.
5. ‡*You* or *your spouse* are called to service as a reservist, fire-fighter, military or police staff, or to jury duty or to be a defendant in a civil suit, during *your trip*; or *you* or *your spouse* are subpoenaed to be a witness during *your trip*.
6. ‡*You*, *your spouse*, *your travel companion* or *your travel companion's spouse* are quarantined or hijacked.
7. ‡*You* or *your travel companion* are unable to occupy *your/their* respective principal residence or to operate *your/their* respective business because of a natural disaster.
8. ‡*You*, *your spouse*, *your travel companion* or *travel companion's spouse* lose a permanent job because of lay-off or dismissal without just cause.
9. ‡*You* or *your travel companion* are transferred by the employer with whom *you* or *your travel companion* were employed at the time of application for this insurance, which requires a relocation of *your* or *your travel companion's* principal residence.
10. ‡A business meeting that is the main intent of *your trip* and was scheduled before *you* or *you* and *your travel companion* purchased this insurance, is cancelled for a reason beyond *your* control or the control of *your* employer and the meeting is between companies with unrelated ownership. Benefits are only payable to *you* or *you* and *your travel companion* (one individual) who purchased *our* insurance, if *you* are the one who planned to attend the business meeting.
11. ‡ A Government of Canada Travel Advisory is issued during *your trip*, or after *you* purchase *your* insurance but before *your departure date*, advising Canadians to avoid all or non-essential travel to a destination included in *your trip*. This applies only to residents of Canada.
12. ‡ Weather conditions, earthquakes or volcanic eruptions cause the scheduled *common carrier*, on which *you* are booked, to be delayed for a period of at least 30% of *your trip* and *you* choose not to travel.
13. ‡*You* miss a connection or must interrupt *your trip* because of the delay of *your* connecting private passenger *vehicle* or *common carrier*, when the delay is caused by the mechanical failure of *your* connecting private passenger *vehicle* or *common carrier*, a traffic accident, an emergency police-directed road closure or weather conditions, earthquakes or volcanic eruptions. *Your* connecting private passenger *vehicle* or *common carrier* must have been scheduled to arrive at *your* point of boarding at least two (2) hours before the scheduled time of departure.
14. ‡ The *plane* *you* are ticketed to fly on leaves earlier or later than scheduled. Note: This benefit is only covered under Trip Interruption.
15. ‡ *Sickness, injury* or death of *your* service animal if *you* are an individual with a physical, mental or visual disability, and travel arrangements have been made for the animal to accompany *you* on *your trip*. For this benefit to apply, the travel arrangement cost for *your* service animal must be included in the covered amount insured under *your* plan.

Misconnection Benefits – What does Misconnection Insurance cover?

If any of the covered events listed immediately below occurs before or after *your* originally scheduled *departure date* and causes a misconnection or a travel disruption which prevents *you* from travelling as shown on *your confirmation*, we will pay:

- A. Up to the covered amount, to a maximum of \$1,000, for *your* misconnection or travel disruption expenses for:
 - i. the lesser of the change fee charged by the airline for *your* missed connection or the cost of *your* one-way economy transportation via the most cost-effective itinerary to the next destination,
 - ii. the unused prepaid portion of *your trip* (less the prepaid unused transportation *home*) that is non-refundable and non-transferable to another travel date (provided such expenses are not reimbursable by any other source).
- B. *Your* additional and unplanned hotel and meal expenses, *your* essential phone calls, internet usage fees and taxi fares (or car rental in lieu of taxi fares) to a maximum of \$300 per day for up to two (2) days when no earlier transportation is available.

Misconnection Insurance Covered Events:

1. ‡*You* miss *your* next connecting *common carrier* because the *common carrier* that is providing transportation for a portion of *your trip* leaves later than originally scheduled.
2. ‡The *common carrier* that is providing transportation for a portion of *your trip* leaves earlier than originally scheduled and the ticket *you* have purchased for *your* prior connection via another *common carrier* becomes unusable.

3. ‡ *You or your travel companion* are delayed for at least six (6) hours in arriving at *your trip* destination or returning to *your home* due to the delay or schedule change or cancellation of *your* or *your travel companion's common carrier*.
4. ‡ *You* miss *your* next connecting *common carrier* because the airline with whom *you* have booked an earlier connecting flight (that is included in *your* insured prepaid travel arrangements) cancels such earlier flight.
5. ‡ *Your* earlier connecting *common carrier* has been rendered unusable because the airline with whom *you* have booked a subsequent connecting flight (that is included in *your* insured prepaid travel arrangements) cancelled the subsequent flight.

Only misconnection or travel disruption expenses outlined under this Misconnection Insurance will be payable. You must make reasonable efforts to continue your trip as originally planned. The amount payable will be reduced by any amounts paid or payable by the rescheduled or delayed common carrier.

Exclusions & Limitations – What does Trip Cancellation/ Interruption Insurance and Misconnection not cover?

For Trip Cancellation/Interruption Insurance and Misconnection Insurance, we will not cover expenses or benefits relating to:

1. Any *medical condition* that was not *stable* in the three (3) months before the purchase date of this insurance, as shown on *your confirmation*.

Any heart condition *you* or *your travel companion* have if, during the three (3) months prior to the purchase date or application date of this insurance, as shown on *your confirmation*, *you* or *your travel companion* have taken any form of nitroglycerine for the relief of angina.

Any lung condition *you* or *your travel companion* have if, during the three (3) months prior to the purchase date or application date of this insurance as shown on *your confirmation*, *you* or *your travel companion* required *treatment* with home oxygen or Prednisone for a lung condition.
2. An event when, on the purchase date as shown on *your confirmation*, *you* or *your travel companion* knew, or it was reasonable to expect, may eventually prevent *you* from going on or completing *your trip* as booked.
3. The *medical condition* or death of a person who is ill when the purpose of *your trip* is to visit that person.
4. *Your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
5. Committing or attempting to commit a criminal act.
6. Not following a prescribed therapy or *treatment*.
7. Any loss, *injury* or death related to intoxication, the misuse, abuse,

overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.

8. *Your minor mental or emotional disorder*.
9. a) Routine prenatal care; b) pregnancy or childbirth or complications thereof when they happen in the nine (9) weeks before or after the expected date of delivery; c) a child who is born after *you* leave *home*.
10. A *medical condition*:
 - when *you* knew or for which it was reasonable to expect before the *effective date* that *you* would need or be required to seek *treatment* for that *medical condition*;
 - for which future investigation or *treatment* was planned before *your effective date*;
 - which caused symptoms that would have caused an ordinarily prudent person to seek *treatment* in the three (3) months before *your effective date*; or
 - that caused a *physician* to advise *you*, before *your effective date*, not to go on *your trip*.
11. Any non-*emergency*, investigative or elective *treatment* such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.
12. A travel visa that is not issued because of its late application.
13. Failure of any travel supplier which *you* contract for services. No protection is provided for failure of any travel agent, agency or broker.
14. Any loss 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 non-essential travel to that specific country, region or city. In this exclusion, "loss" and "medical condition" is limited, related or due to the reason for the Travel Advisory.
15. An *act of war* or *act of terrorism*. Limited coverage applies with respect to an *act of terrorism*. See Section 7- Terrorism Coverage.

SECTION 7 – 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 **Trip Cancellation/Interruption 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* **Trip Cancellation/Interruption 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\$)
Trip Cancellation/Interruption	\$2,500,000

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.

SECTION 8 – WHAT ELSE DO YOU NEED TO KNOW?

This policy is issued on the basis of information provided in *your* application. 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 or maximum sum insured 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 9 – HOW TO MAKE A CLAIM

**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
twenty-four (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/>.

To cancel a *trip* before *your* scheduled *departure date*, *you* must cancel *your trip* with the travel supplier and notify *us* on the day the cause of cancellation occurs or on the next business day at the latest. Claim payment will be limited to the cancellation penalties specified in the *trip* contracts which are in effect on the next business day following the time the cause of cancellation occurs.

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 a Trip Cancellation/Interruption or Misconnection Insurance claim, *we* will need proof of the cause of the claim, including:

- a medical certificate completed by the attending *physician* and stating why travel was not possible as booked, if the claim is for medical reasons; or
- a report from the police or other responsible authority documenting the reason for the delay if *your* claim is due to a misconnection.

We will also need, as applicable:

- complete original unused transportation tickets and vouchers;
- original passenger receipts for the new tickets *you* had to purchase;
- original receipts for the travel arrangements *you* had paid in advance and for the extra hotel, meal, telephone and taxi expenses *you* may have had;
- the entire medical file of any person whose health or *medical condition* is the reason for *your* claim; and
- any other invoice or receipt supporting *your* claim.

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.

All amounts shown throughout this contract are in Canadian dollars. If currency conversion is necessary, *we* will use *our* exchange rate on the date *you* received the service outlined in *your* claim. *We* will not pay for any interest under this insurance.

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

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

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 10 – 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.

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.

SECTION 11 – 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, 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 grandchild(ren) travelling with *you* or joining *you* during *your trip* and 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) a *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. Trip Cancellation coverage starts on the date *you* pay the premium for that coverage, shown as the purchase date on *your confirmation*.

Trip Interruption coverage starts 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*.

Expiry date means the date *your* coverage ends. Trip Cancellation coverage ends on the earliest of:

- *your departure date*;
- the date *you* cancel *your trip*; or
- the *expiry date*, as stated on *your confirmation*.

Trip Interruption coverage ends on the earliest of:

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

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 facility that is licensed as a *hospital* 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, and independent of *sickness* or disease.

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

Medical condition means *sickness*, *injury*, disease or symptom; 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, if applicable.

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 antianxiety 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 or 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 have not been any new symptoms; and
- existing symptoms 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.

SECTION 12 – NOTICE ON PRIVACY

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

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.

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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