

# 2011 Medipac Trip Cancellation Plus



**MEDIPAC**  
Travel Insurance

**IMPORTANT NOTICE – PLEASE READ CAREFULLY**

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 exclusions or limitations.

A pre-existing condition exclusion may apply to 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 reported.

If your plan provides travel assistance, you must notify Medipac Assist if you experience a medical emergency or prior to treatment. Your policy may limit benefits if you fail to contact Medipac Assist.

**PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL**

**IMPORTANT INFORMATION ABOUT YOUR INSURANCE**

This policy is underwritten by The Manufacturers Life Insurance Company (Manulife Financial), and First North American Insurance Company (FNA) a wholly owned subsidiary of Manulife Financial. Please note that risks identified with † throughout this document are covered by FNA. Manulife Financial has appointed Medipac International Inc. to perform certain administrative services including enrolment and customer service, and Medipac Assistance International Inc. (Medipac Assist) to perform all assistance and claims services under this policy.

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

**TRAVEL INSURANCE PLANS AT-A-GLANCE**

Plans	Insurance Benefits & Features:						
	Eligible Age	Trip Cancellation and Interruption*	Baggage Loss, Damage and Delay	Flight Accident	Travel Accident	Family Coverage	Medical Questionnaire Required
For <i>trips</i> under \$20,000	Must be at least 31 days old to be insured	✓	✓	✓	✓	✓	
For <i>trips</i> over \$20,000	Must be at least 31 days old to be insured	✓	✓	✓	✓	✓	✓

\* Default coverage is provided for *Trip Cancellation & Interruption Insurance*.

**Family Coverage** is available to *you* if all family members to be insured under one policy and named in *your confirmation*, are under *age* 60 and *you* have purchased and paid for family coverage. The family coverage covers *you, your spouse* and *children*, while travelling together. *Children* must be at least 31 days of *age* to be insured under this plan.

The family rate is 3 times the older (or only) parent’s rate.

**Children Under 2 Years of Age at No Extra Charge:**

With the purchase of this insurance, coverage for *children(or a child)* at least 31 days old and under 2 years of *age* is provided at no extra charge.

Insurance Offered	Coverage Amounts Per Insured (CDN\$) Offered
<i>Trip Cancellation</i> †	Up to the covered amount purchased.
<i>Trip Interruption</i> †	Unlimited
Baggage Loss or Damage	Up to \$1,500 per <i>trip</i> .
Baggage Delay	Up to \$500 per <i>trip</i> .
Flight Accident	Up to \$100,000 for death or double dismemberment or \$50,000 for single dismemberment.
Travel Accident	Up to \$50,000 for death or double dismemberment or \$25,000 for single dismemberment.

† If *your covered expense* results from an *act of terrorism*, all benefit maximums shown in this policy may be reduced subject to the Terrorism Coverage provision.

## ELIGIBILITY

At the time of *your* application for coverage under this insurance plan *you* must meet the eligible *age* requirement. Please refer to the “Travel Insurance Plans-At-A-Glance” section on page 1.

*You* are **not eligible** for coverage if:

- a) the date of *your trip* occurs during the time that *you* have been advised by a *physician* not to travel; and/or
- b) *you* have been diagnosed with a terminal illness with less than 6 months to live; and/or
- c) *you* have a kidney condition requiring dialysis; and/or
- d) *you* have used home oxygen during the 12 months prior to the date of application.

## GENERAL INFORMATION ABOUT YOUR TRAVEL INSURANCE

The cancel for any reason benefit does not apply if *you* did not purchase *your policy* within **48** hours of *your initial trip* booking or before any cancellation penalties became applicable. Coverage must be for the entire time that *you* are away from *home*, and pay the required premium to Medipac International Inc. before *you* leave *home* and, where applicable, complete *our questionnaire*.

If *you* have purchased Family Coverage for family members under 60 years and over 30 days of *age*, each family member insured under the purchased plan must be listed on the *confirmation*.

### YOUR COVERAGE STARTS

For *Trip Cancellation Insurance*, coverage starts from the date and time *you* paid the premium for that coverage.

All other coverages start when *you* leave *home*.

### YOUR COVERAGE ENDS

For *Trip Cancellation Insurance*, *your* coverage ends before *you* leave *home*, if *you* cancel *your trip* and the reason for the cancellation is covered under *your* insurance.

All Other coverages end on the earliest of:

- a) the date *you* return *home*;
- b) the *expiry date* as shown on *your confirmation*; or
- c) when the number of days of coverage *you* purchased expires.

### AUTOMATIC EXTENSION

Under *Trip Interruption Insurance*, *we* will extend *your* coverage automatically beyond the date *you* were

scheduled to return *home* as per *your confirmation*:

- for up to 10 days, if *you* have an *emergency* that prevents *you* from returning *home* on that date; or
- for up to 30 days, if *you* are hospitalized and that hospitalization prevents *you* from returning *home* on that date.

However, if travel is medically possible before the applicable 10 or 30 days have passed, *we* will honour *your* claim for eligible expenses only until such earlier date.

Under all other types of insurance, *we* will extend *your* coverage automatically beyond the date *you* were scheduled to return *home* as per *your confirmation* if:

- *your common carrier* is delayed. In this case, *we* will extend *your* coverage for up to 72 hours; or
- *you* are or *your travel companion* is hospitalized on that date. In this case, *we* will extend *your* coverage during the hospitalization and for up to 5 days after discharge from the *hospital*; or
- *you* have or *your travel companion* has an *emergency* that does not require hospitalization but prevents travel. In this case, *we* will extend *your* coverage for up to 5 days.

In any case, *we* will not extend any coverage beyond 12 months after *your effective date* of insurance.

### TO STAY LONGER THAN PLANNED

**Extensions:** If *you* have not left *home* or *you* are already on *your trip*, simply call Medipac International Inc. at 1-888-633-4722 or call collect 416-441-7070 to ask for the extension.

*You* may be able to extend *your* coverage as long as:

- the total length of *your trip* does not exceed 183 days (212 days if *you* reside in Ontario or Newfoundland).
- *you* pay the additional premium; and
- *you* have had no event that has resulted or may result in a claim.

Any extension is subject to the approval of Medipac International Inc.

### REFUNDS

Not available.

### TRIP CANCELLATION & INTERRUPTION INSURANCE

This coverage must be purchased within 48 hours of booking *your trip* or before any cancellation penalties apply.

## **Benefits – What does Trip Cancellation Insurance cover?**

**If you are unable to travel due to a covered event listed immediately 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 his/her trip due to a covered event applicable to him/her, 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.**

**IMPORTANT RESTRICTION TO YOUR TRIP CANCELLATION COVERAGE**  
**IF YOU CHANGE YOUR MIND AND DECIDE NOT TO TRAVEL, COVERAGE IS AVAILABLE ONLY IF YOU PURCHASED YOUR POLICY WITHIN 48 HOURS OF BOOKING YOUR TRIP OR BEFORE ANY CANCELLATION PENALTIES BECAME APPLICABLE.**

**If you change your mind and decide not to travel for any reason before you leave home and you have booked your trip and purchased this insurance we will pay up to 50% of the covered amount for the prepaid portion of your trip that is non-refundable and non-transferable to another date. You must cancel your trip 16 days or more before your departure date as shown on your confirmation, for this benefit to be valid.**

To cancel a trip before your scheduled departure date, you must cancel your trip with the travel agent or travel supplier immediately or, at the latest, the first business day following the cause of cancellation.

### **Trip Cancellation Insurance Covered Events:**

1. You or your travel companion develop(s) a medical condition or die(s).
2. A member of your immediate family or your key-person, a member of your travel companion's immediate family or their key-person, develops a medical condition or dies.
3. Your friend or the person whose guest you will be during your trip is admitted to a hospital in an emergency or dies.
4. You, your spouse, your travel companion or your travel companion's spouse: a) become(s) pregnant after you book your trip and your departure date falls in the 9 weeks before the expected delivery date or any time after that date, or b) legally adopt(s) a child and the date of the adoption falls during your trip.
5. You or your travel companion are unable to be immunized or take preventative medication based on you or your travel companion's medical history that is required for entry into a country or region that is on your travel itinerary (provided the requirement became effective after the purchase of the travel arrangements and this insurance).
6. †Your or your travel companion's travel visa is not issued for a reason beyond your/their control.
7. †Your or your travel companion's passport is not issued within the time confirmed to you/them in writing by Passport Canada, provided that you or your travel companion had personally submitted the application to an authorized passport office and that it had been reviewed and found satisfactory by Passport Canada authorized personnel. This applies only to Canadian citizens.
8. †You, your spouse, your travel companion or your travel companion's spouse are called to service as a reservist, firefighter, military or police staff, to jury duty or to be a defendant in a civil suit or are subpoenaed to be a witness during your trip.
9. †You, your spouse, your travel companion or your travel companion's spouse are quarantined or hijacked.
10. †Your or your travel companion's principal residence or place of business is burglarized within 3 days of your/ their departure date and you/ they are required to cancel your/ their trip and stay behind as a result.
11. †You, your spouse, your travel companion or travel companion's spouse are unable to occupy your/their principal residence or to operate your/their place of business because of an event that is independent of any intentional or negligent act on your/their part.
12. †A natural disaster renders your pre-booked destination accommodation uninhabitable after you book your trip. This benefit is only applicable if your prepaid accommodation arrangements are not eligible for reimbursement by the Travel Supplier.

13. †*You, your spouse, your travel companion or travel companion's spouse:* a) lose a permanent job because of layoff or dismissal without just cause, or b) are transferred by *your/their* respective employer and must move from *your/their* respective principal residence.
14. †A business meeting, conference or convention that is the main intent of *your trip* and was scheduled before *you* purchased this insurance, is cancelled for a reason beyond *your* control or the control of *your* employer. This event must be between companies with unrelated ownership, and, in the case of a conference or convention, *you* must be a registered delegate.
15. †Foreign Affairs and International Trade Canada issues a written formal warning after *you* purchase *your* insurance, advising or recommending that Canadian residents should not visit a destination included in *your trip*. This applies only to Canadian residents.
16. †*We* will reimburse *your* or *your travel companion's* non-refundable prepaid airfare that is not part of *your/their* cruise or tour package up to \$1,500 or the airline's change fee, whichever is less, if the cruise or tour is cancelled for any reason except *default*. The entire amount must be insured.

### **Benefits – What does Misconnection Insurance cover?**

**If the covered event listed immediately below prevents you from travelling as shown on your confirmation,** we will pay up to the covered amount for *your* misconnection expenses, being the lesser of: a) the change fee charged by the airline for *your* missed connection if this option is available; or b) up to \$1,000 for the cost of *your* one-way economy transportation by the most cost-effective itinerary to the next destination. In addition, we will pay *your* additional and unplanned hotel and meal expenses, *your* essential phone calls and taxi fares to a maximum of \$350 per day for up to 2 days when no earlier transportation is available.

### **Misconnection Insurance Covered Events:**

1. †*You* miss *your* next connecting flight because the *plane* you are ticketed to fly on leaves later than originally scheduled; or
2. †The *plane* you are ticketed to fly on leaves earlier than originally scheduled and the ticket you have purchased for *your* prior connector flight via another airline becomes unusable.

Only misconnection expenses as calculated above will be payable under these circumstances.

### **Benefits – What does Trip Interruption Insurance cover?**

**If your trip is interrupted due to a covered event listed immediately below that occurs on or after the day you plan to 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 less the prepaid unused transportation *home*. If *you* have booked and paid for a golf package, we will also pay up to \$100 for each unused day of *your trip*, to a maximum of \$500 for your prepaid nonrefundable green fees. In addition, we will pay *your* additional and unplanned hotel and meal expenses, *your* essential phone calls and taxi fares to a maximum of up to \$350 per day for up to 2 days when no earlier transportation arrangements are available; and/or we will pay *your* extra cost of one-way economy class fare via the most cost-effective itinerary to *your* or *your* group's next destination, or to return *home*.

### **Trip Interruption Insurance Covered Events:**

1. *You* or *your travel companion* develop(s) a *medical condition* or die(s).
2. A member of *your immediate family* or *your key-person*, a member of *your travel companion's immediate family* or their *key-person* develops a *medical condition* or dies.
3. *Your* friend or the person whose guest *you* will be during *your trip* is admitted to a *hospital* with an *emergency* or dies.
4. *You, your spouse, your travel companion or your travel companion's spouse* legally adopt(s) a *child* and the date of the adoption falls during *your trip*.
5. †*Your* or *your travel companion's* travel visa is not issued for a reason beyond *your/their* control.
6. †*You, your spouse, your travel companion or your travel companion's spouse* are called to service as a reservist, firefighter, military or police staff, to jury duty or to be a defendant in a civil suit or are subpoenaed to be a witness during *your trip*.
7. †*You, your spouse, your travel companion or your travel companion's spouse* are quarantined or hijacked.

8. †*You, your spouse, your travel companion or travel companion's spouse* are unable to occupy *your/their* principal residence or to operate *your/their* place of business because of an event that is independent of any intentional or negligent act on *your/their* part.
9. †A natural disaster renders *your* pre-booked destination accommodation uninhabitable after *you* book *your trip*. This benefit is only applicable if *your* prepaid accommodation arrangements are not eligible for reimbursement by the Travel Supplier.
10. †*You, your spouse, your travel companion or travel companion's spouse*: a) lose a permanent job because of layoff or dismissal without just cause; or b) are transferred by *your/their* respective employer and must move from *your/their* respective principal residence.
11. †*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 2 hours before the scheduled time of departure.
12. †If *your trip* is interrupted and the planned time of arrival is delayed for any reason beyond *your* control, we will reimburse *you* for the *reasonable and customary charges* of taking an alternate route to the planned destination provided that the primary reason for *your trip* was to be present at a school graduation, wedding, funeral, sporting, theatrical, musical or other commercial entertainment event or conference, and such event cannot be delayed as a result of *your* late arrival.
13. †Foreign Affairs and International Trade Canada issues a written formal warning after *your departure date* advising or recommending that Canadian residents should not visit a destination included in *your trip*. This only applies to Canadian residents.
14. †Weather conditions, earthquakes or volcanic eruptions causes delays at least 30% of *your trip* and *you* choose not to travel.
15. †The flight *you* are booked to fly on is overbooked and *you* are denied boarding as a result, we will pay up to \$1,000 for the prepaid unused portion of *your trip* that is non-refundable and nontransferable to another date. For this benefit to apply, the overbooked flight must have been insured under *your Trip Cancellation Plus* insurance.
16. †If *you* or *your travel companion's* passport and/or travel visa is lost or stolen during *your trip*, *you* will be reimbursed for reasonable travel and accommodation expenses until *your* replacement travel documentation is replaced. *You* will also be reimbursed for the change fee charged by the airline.

**Benefits – What does Delayed Return Insurance cover?**

**If any of the covered events listed immediately below happens after you leave home and makes it impossible for you to return home as shown on your confirmation, we will pay up to the covered amount for the length of time that you are prevented from travel. We will pay for your additional and unplanned hotel and meal expenses, your essential phone calls and taxi fares to a maximum of up to \$150 per day and \$1,500 in total. We will pay up to the covered amount for the extra costs of your economy class transportation via the most cost-effective itinerary for your travel home. If the delay is a result of a medical condition, it must be on the advice of your attending physician at your destination.**

**Delayed Return Insurance Covered Events:**

1. *You* have a medical *emergency*.
2. A member of *your immediate family* has a medical *emergency* or dies at *your* destination.
3. *Your travel companion* has a medical *emergency* or dies at *your* destination.
4. *Your* friend or the person whose guest *you* are during *your trip* is admitted to *hospital* with an *emergency* or dies.

**What else does Trip Interruption & Delayed Return Insurance cover?**

In the event *your travel companion's plane* is delayed by weather conditions for at least 30% of *your trip*, and *your travel companion* decides not to go on the *trip* as booked, we will cover the cost of *your* next occupancy charge up to the covered amount.

In the event *you* die after the start of *your trip*:

We will reimburse *your* estate, up to the covered amount, for *your* pre-paid unused *trip* arrangements, plus we will reimburse *your* estate for:

- the return *home* of *your* body (in the standard transportation container normally used by the airline); plus up to \$5,000 to have *your* body prepared where *you* die and the cost of the container;
- 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* die; or
- the return *home* of *your* ashes, plus up to \$5,000 to cremate *your* body where *you* die.

In addition, if someone is required to identify *your* body and must travel to the place of *your* death, we will pay the economy class airfare via the most cost-effective itinerary for that person and up to \$300 for that person's hotel and meal expenses.

### **Exclusions & Limitations – What does *Trip Cancellation & Interruption Insurance* not cover?**

When reading this section, please take the time to review the definitions of “*pre-existing condition*” and “*stable*” at the end of this booklet.

If the *Trip Cancellation* covered amount purchased is less than \$12,000, we will not cover any expenses for any *medical condition* related to *you*, *your spouse*, or *your children*, if that *medical condition* was not *stable* in the 3 months before *you* purchased this insurance.

In addition to the “*stable*” requirement, we will not cover any expenses relating to:

- *your/their* heart condition if, in the 3 months before *you/they* purchased this insurance, it has not been *stable* or *you/they* have taken any form of Nitroglycerine for the relief of angina pain; and/or
- *your/their* lung condition if, in the 3 months before *you/they* purchased this insurance, it has not been *stable* or *you/they* required *treatment* with Oxygen or Prednisone for *your/their* lung condition.

If the *Trip Cancellation* covered amount purchased is \$12,000 or more, we will not cover any expenses for a *medical condition* related to *you*, a member of *your immediate family*, *your travel companion*, *your key-person*, or the person whose guest *you* are during *your trip*, if that *medical condition* was not *stable* in the 12 months before *you* purchased this insurance.

In addition to the “*stable*” requirement, we will not cover any expenses relating to:

- *your/their* heart condition if, in the 12 months before *your/their* purchase date, it has not been *stable* or *you/they* have taken any form of Nitroglycerine for the relief of angina pain; and/or
- *your/their* lung condition if, in the 12 months before *your/their* purchase date, it has not been *stable* or *you/they* required *treatment* with Oxygen or Prednisone for *your/their* lung condition.

We will not pay for losses or expenses incurred for, or as the result of, the following events which are applicable to all coverages detailed in this section, including ***Trip Cancellation, Trip Interruption, Misconnection and Delayed Return Insurance***:

1. Any reason, circumstance, event or *medical condition* affecting *you* or anyone, which *you* were aware of on or before the effective date, and which may eventually prevent *you* from starting and/or completing *your* covered *trip* as booked when *you* purchase this insurance coverage.
2. The *medical condition* or death of a person who is ill when the purpose of *your trip* is to visit that person.
3. *Your* suicide, attempted suicide or *your* intentional self-inflicted *injury* whether sane or insane.
4. *Your* committing or attempting to commit a criminal act.
5. Not following a prescribed therapy or *treatment*.
6. Any *medical condition*, sickness, death or *injury* related to *your* abuse of medication(s), drug(s), alcohol or any other toxic substance(s).
7. An emotional or mental disorder (except an acute psychosis) that does not require admission to a *hospital*.
8. A *child* who is born after *you* leave *home*; routine pre-natal care; pregnancy or childbirth; or complications of *your* pregnancy or childbirth when they happen in the 9 weeks before or after the expected date of delivery.
9. A *medical condition*:
  - that occurs during a *trip* when *you* knew that *treatment* may be sought or required for that condition; and/or

- for which it was reasonable to expect before *you left home* that *you* would need *treatment* during *your trip*; and/or
- for which future investigation or *treatment* was planned before *you left home*; and/or
- which caused symptoms that would have caused an ordinarily prudent person to seek *treatment* in the 3 months before leaving *home*, and/or
- that caused a *physician* to advise *you* not to go on *your trip*.

10. A travel visa that is not issued because of a late application.

11. Any *medical condition* if the answers provided in the *questionnaire* (if applicable), are not truthful and accurate.

12. An *act of war* or *act of terrorism*. Limited coverage applies with respect to an *act of terrorism*. See Terrorism Coverage provision.

13. Any loss resulting from:

- a specific or related *medical condition* which *you* contracted in a foreign country during *your trip*, and/or
- an *act of war* or an *act of terrorism*, when before *your effective date*, a written formal warning was issued by Foreign Affairs and International Trade Canada, advising Canadian Residents not to travel to that country, region or city.

14. *You* changing *your* mind and deciding not to travel for any reason if *you* did not purchase this insurance within 48 hours of booking *your trip*.

### **What are the other conditions that apply to Trip Cancellation Insurance?**

*You* must cancel *your scheduled trip* with the agent or *travel supplier* 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 at the time the cause of cancellation occurs.

*Trip Cancellation* for a *medical condition* must be recommended by *your attending physician*.

### **DEFAULT PROTECTION COVERAGE**

We will provide *Default Protection* coverage subject to the benefit limits and exclusions listed below.

If *you*:

- a) have contracted with a *travel supplier* who *defaults*; and

- b) as a result of the *default*, *you* do not receive part or all of the *travel services* for which *you* have contracted; and
- c) cannot recover all of the cost of such undelivered *travel services* either from the *travel supplier*, any federal, provincial or other compensation fund, or from any other source that is legally responsible or under contract to reimburse *you* for the cost of such undelivered *travel services*,

then, we will reimburse *you* as follows:

a) for *default* prior to *your departure date*: the non-refundable portion of the amount that *you* prepaid for such undelivered *travel services* up to the covered amount of the *Trip Cancellation* coverage that *you* purchased in connection with *your trip*; or

b) for *default* after *your departure date*:

- the non-refundable portion of the amount that *you* prepaid for such undelivered travel services up to the covered amount of the *Trip Interruption* coverage that *you* purchased in connection with *your trip* except prepaid unused transportation *home* and subject to the following benefit limits.
- *your* additional and unplanned hotel and meal expenses, *your* essential phone calls and taxi fares up to a maximum of \$200 per day for up to 3 days; and
- up to the covered amount for the extra cost of *your* economy class transportation via the most cost-effective itinerary to *your* next destination or to return *you home*.

### **What are Benefit Limits for Default Protection?**

The amount payable to *you* in respect of any one *trip* will not exceed \$3,500 CDN; and will not exceed \$7,500 CDN for all persons who are covered under the same Medipac International Trip Cancellation Plus policy. Any benefits payable shall also be subject to an overall maximum aggregate payable limit specified below relating to all in-force travel policies issued by *us*, including this policy.

If total claims otherwise payable for this type of coverage under all travel policies issued by *us*, resulting from the *default* of one or more *travel suppliers* occurring within an applicable time period, exceeds the maximum aggregate payable limit, then the amount paid on each claim shall be reduced on a pro rata basis so that the total amount paid in respect of all such claims shall be the maximum aggregate payable limit.

The maximum aggregate limits are:

- a) \$1,000,000 CDN with respect to the *default* of any one (1) *travel supplier*, and
- b) \$3,000,000 CDN with respect to all *defaults* of all *travel suppliers* occurring in the same calendar year.

If, in *our* judgment, the total of all payable claims on account of the *default* of one or more *travel suppliers* exceeds the applicable limits, *your* pro-rated claim may be paid after the end of the calendar year in which *you* qualify for benefits.

### **What does *Default Protection not cover*?**

We will not cover any loss concerning, caused by or resulting from any of the following:

- a) Loss or damage, incurred by *you*, which is or can be recovered from any other source, including any federal, provincial or other compensation fund;
- b) Loss arising as a result of a *default* if, at the time of booking, the *travel supplier* is bankrupt, insolvent or in receivership or has sought protection from creditors under any bankruptcy, insolvency or similar legislation;
- c) Loss arising as a consequence of the bankruptcy or insolvency of a retail travel agent, agency or broker;
- d) Loss arising as a result of the *default* of a foreign *travel supplier* if the *travel services* to be provided by such foreign *travel supplier* are not part of a package tour sold to *you*;
- e) Losses incurred by an individual who has not purchased coverage under the Medipac Trip Cancellation Plus plan, in connection with *your trip* which resulted in such losses;
- f) Insurance purchased or *trips* booked after the *default*; or
- g) *Travel services* that were actually provided.

## **✚BAGGAGE LOSS, DAMAGE & DELAY INSURANCE**

### **Benefits – What does Baggage Loss, Damage & Delay Insurance cover?**

Baggage Loss, Damage & Delay Insurance covers the loss of, damage to, and delay of the baggage and effects that belong to *you* and that *you* use during *your trip*. More specifically, we will pay up to the covered amount for the following expenses:

1. Up to \$200 in total per *trip* for the replacement of a lost or stolen passport, driver's licence, birth certificate or travel visa.

2. Up to \$500 in total per *trip* for necessary toiletries and clothing when *your* checked luggage is delayed by the carrier for at least 10 hours while *you* are en route. This benefit is payable only when the delay happens before *your* return *home*.
3. Up to \$100 per day to a maximum of \$500 in total for the rental of golf clubs or ski equipment or for the purchase of reasonable golf accessories (golf balls, gloves, tees, etc.) or ski accessories (ski equipment includes snowboards, bindings, boots or poles, etc.) in the event *your* checked golf clubs or ski equipment are delayed by the *common carrier* for at least 10 hours while *you* are en route. This benefit is payable only when the delay happens before *your* return *home*.
4. Up to \$300 per *trip* for any item or set of items which is lost or damaged during *your trip* to a maximum of \$1,500. Jewellery or cameras (including camera equipment) are respectively considered a single item.

*Your* maximum coverage under this policy cannot exceed \$2,000 per *trip*.

### **Exclusions & Limitations – What does Baggage Loss, Damage & Delay Insurance not cover?**

For Baggage Loss, Damage & Delay Insurance, we will not cover expenses or benefits relating to:

1. Animals, perishable items, bikes that are not checked as baggage with the *common carrier*, household items and furniture, artificial teeth or limbs, hearing aids, glasses of any type, contact lenses, money, tickets, securities, documents, items related to *your* occupation, antiques or collector items, items that are fragile, items that are obtained illegally, or articles that are insured on a valued basis by another insurer.
2. Damage or loss resulting from wear and tear, deterioration, defect, mechanical breakdown, *your* imprudence or omission.
3. Unaccompanied baggage, personal property left in an unattended *vehicle*, unlocked trunk and any jewellery or cameras placed in the custody of a *common carrier*.
4. In instances of theft losses unreported to authorities.

- Any loss resulting from an *act of war* or an *act of terrorism* while you are at destination, when, before your effective date, a written formal warning was issued by Foreign Affairs and International Trade Canada, advising Canadian residents not to travel to that country, region or city.

See other conditions under How to Make a Claim.

## FLIGHT & TRAVEL ACCIDENT INSURANCE

### Benefits – What does Flight & Travel Accident Insurance cover?

We will cover the following Flight & Travel Accident Insurance benefits:

- If an accidental bodily *injury* causes you to die, to become completely and permanently blind in both eyes or to have two of your limbs fully severed above your wrist or ankle joint in the 12 months after the accident, we will pay \$100,000 under Flight Accident Insurance; or \$50,000 under Travel Accident Insurance.
- If an accidental bodily *injury* causes you to become completely and permanently blind in one eye or to have one of your limbs fully severed above a wrist or ankle joint in the 12 months after the accident, we will pay \$50,000 under Flight Accident Insurance or \$25,000 under Travel Accident Insurance.
- If you have more than one accidental bodily *injury* during your trip, we will pay the applicable insured sum only for the one accident that entitles you to the largest benefit amount.

For Flight Accident Insurance, the accident giving rise to your *injury* must happen: a) while you are travelling on a commercial passenger plane from which a ticket was issued to you for your entire airline trip; or b) if making a flight connection, while riding over land or water at the expense of the airline, riding in a limousine or bus provided by the airport authority, or in a scheduled helicopter shuttle service between airports; or c) while you are at an airport for the departure or arrival of the flight covered by this insurance.

### Exclusions & Limitations – What does Flight & Travel Accident Insurance not cover?

For Flight & Travel Accident Insurance, we will not cover expenses or benefits relating to:

- Hang-gliding, rock climbing, *mountaineering*, parachuting or skydiving; 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.
- Piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
- Suicide, attempted suicide, or an intentional self-inflicted *injury* whether sane or insane.
- A criminal act or an attempt to commit such an act by you or your beneficiary.
- Not following recommended or prescribed therapy or *treatment*.
- Any *medical condition*, sickness, death or *injury* related directly or indirectly to your abuse of medication(s), drug(s), alcohol or any other toxic substance(s).
- A mental or emotional disorder (other than acute psychosis) that does not require admission to a *hospital*.
- A loss caused directly or indirectly from an existing disease or bodily infirmity, even if the proximate cause of its activation or reactivation is the result of an accidental bodily *injury*.
- An *act of war* or *act of terrorism*. Limited coverage applies with respect to an *act of terrorism* as described in the Terrorism Coverage provision.
- Any loss resulting from:
  - a specific or related *medical condition* which you contracted in a foreign country during your trip; and/or
  - an *act of war* or an *act of terrorism*, when, before your effective date, a written formal warning was issued by Foreign Affairs and International Trade Canada, advising Canadian residents not to travel to that country, region or city.

## TERRORISM COVERAGE

Where an *act of terrorism* directly or indirectly causes you a loss for which benefits would otherwise be payable in accordance with the terms and conditions of this policy, this insurance will provide coverage as follows:

- For all **Trip Cancellation & Interruption Insurance coverage**, we will provide benefits to you for your covered expenses, subject to the maximums shown in the benefits section and this provision; and
- The benefits payable, as described directly above, are in excess to 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 coverage (even where such other coverage is described as excess) and will only become available after you have exhausted all such other sources.

Any benefits payable pursuant to our **Trip Cancellation & Interruption Insurance** shall be subject to an overall maximum aggregate payable limit relating to all in-force travel policies issued by us, including this policy. If total claims otherwise payable for a type of coverage under all travel policies issued by us, resulting from one or more acts of terrorism occurring within an applicable time period, exceeds this maximum aggregate payable limit, then the amount paid on each claim shall be reduced on a pro rata 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 & Trip 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 provision

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, resulting from, arising out of or in connection with any act of terrorism perpetrated by 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.

### WHAT ELSE DO YOU NEED TO KNOW?

Coverage under this policy is issued on the basis of information provided in your application (including the medical questionnaire if required). Your entire contract with us consists of: this policy; your application for this policy (including the completed and signed medical questionnaire, if required); the confirmation issued in respect of that application; and any other amendments or endorsements resulting from extensions of coverage.

### 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 of coverage for benefits under this policy.

This policy is non-participating. You are not entitled to share in our divisible surplus. Neither we nor our agents or administrators are responsible for the availability, quality or results of any medical treatment or transportation, or for your failure to obtain medical treatment.

This policy shall be governed by and construed in accordance with the laws of the province of Ontario.

Despite any other provisions of this contract, this contract is subject to the statutory conditions contained in the Insurance Act respecting contracts of accident and sickness insurance.

### 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.

Upon payment of premium, this document becomes a binding contract provided it is accompanied by a confirmation upon which a contract number appears and we have received your completed application (including the medical questionnaire, if applicable) prior to your departure date. If the premium is insufficient for the period of coverage selected, we will:

1. charge and collect any underpayment.
2. 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 last payor coverages. If there are other third party liability, group or individual, basic or extended health insurance plans or contracts including any private or 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 coordinate 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 any such 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 cooperate 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 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. If the total amount of all accident insurance *you* have under policies issued by *us* is more than \$100,000, *our* aggregate liability will not exceed that amount, and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

### **HOW TO MAKE A CLAIM**

To make a claim due to illness or *injury* during *your* trip, *your* proof of claim and *your* fully completed Medipac Assist claim form(s) must be sent to *us* within 90 days of *your* loss.

Written claims correspondence should be mailed to: Medipac Assist Travel Medical Claims. *You* may also call Medipac Assist directly for specific information on how to make a claim or to inquire about *your* claim status at: 1-800-813-9374 or 416-441-6337.

For coverage information or general enquiries, please contact Medipac International Inc. at 1-888-633-4722 or 416-441-7070.

**If you are making a Trip Cancellation & Interruption Insurance claim,** *we* will need proof of the cause of the claim, including: a) 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 b) 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: a) complete original unused transportation tickets and vouchers; b) original passenger receipts for the new tickets *you* had to purchase; c) 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; and d) any other invoice or receipt supporting *your* claim; e) plus the health and/or medical records of any person whose health or *medical condition* is the reason for *your* claim.

**If you are making a Default Protection claim,** *we* must receive written notice of the claim within 60 days of the day on which the *travel supplier* announces that it is in *default*.

*You* must submit proof of loss (including original receipts, proofs of payment to *travel suppliers*, proof of payment for insurance, unused transportation or accommodation documents and, where appropriate, evidence of claim to or reimbursement from any federal, provincial or other compensation fund, or other insurance, or any other source (including credit card companies) that is legally responsible or under contract to reimburse *you* for the cost of such undelivered *travel services*) no later than 30 days immediately after such filing deadline.

**If you are making a Baggage Loss, Damage & Delay Insurance claim, the following conditions apply:**

1. In the event of theft, burglary, robbery, malicious mischief, disappearance or loss of an item covered under this insurance, *you* must obtain written documented evidence from the police

immediately or, if the police are unavailable, the hotel manager, tour guide or transportation authorities. *You* must also take all precautions to protect, save or recover the property immediately, and advise *us* as soon as *you* return home. *Your* claim will not be valid under this insurance if *you* do not comply with these conditions.

2. If the property *you* have checked with a *common carrier* is delayed, *we* will continue to provide coverage until the property is delivered by the carrier.
3. *We* cover the current actual cash value of *your* property when it is lost or damaged. *We* also reserve the option to repair or replace *your* property with other of similar kind, quality and value. *We* may also ask *you* to submit damaged items for an appraisal of the damage. If a lost or damaged article is part of a set, *we* will cover a reasonable and fair proportion of the total value of the set, but not the total value of the set.
4. If *you* need to make a claim under this insurance, *we* will need: a) copies of reports from the authorities as proof of loss, damage or delay; and b) proof that *you* owned the articles, and receipts for their replacement.

**If *you* are making a Flight & Travel Accident Insurance claim, the following conditions apply:**

1. *We* will need: a) police, autopsy or coroner's report; b) medical records; and c) death certificate, as applicable.
2. If *your* body is not found within 12 months of the accident, *we* will presume that *you* died as a result of *your* injuries.

**Who will *we* pay *your* benefits to 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 to arbitration under the arbitration law in the Canadian province or territory where *you* reside at the time of application for this policy. Legal action to recover a claim must start within the 12 months of the date the insurance monies would have been payable if it were a valid claim and be undertaken before courts of the Canadian province or territory where *you* resided at the time this policy was issued.

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

**DEFINITIONS**

When italicized in this policy, the term:

**Act of terrorism** means any activity, occurring within a 72-hour period, save and except an *act of war*, against persons, organizations, property (whether tangible or intangible) or infrastructure of any nature by an individual or a group based in any country that involves the following or preparation for the following:

- use, or a threat to use, force or violence; or
  - commission of, or a threat to commit, a dangerous act; or
  - commission of, or a threat to commit, an act that interferes or disrupts an electronic, information or mechanical system;
- and the effect or intention of the above is to:
- intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against its conduct or policies; or
  - intimidate, coerce or instill fear in the civilian population or any segment thereof; or
  - disrupt any segment of the economy; or

- further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**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** is determined at time of application.

**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) to test your blood levels; and, a change from a brand name medication to a generic brand medication of the same dosage.

**Child, Children** means an unmarried, dependent son or daughter or your grandchild(ren) under the age of 21 or, if a full-time student, under the age of 26. Also, an unmarried dependent son or daughter of any age, if mentally or physically handicapped. In addition, the child must be more than the age of 30 days old to be covered under this policy.

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

**Confirmation** means the document or set of documents confirming your insurance coverage under this policy and, where applicable, your trip arrangements. It includes the medical questionnaire, if required, and application for this policy, once you have completed, signed and submitted it with the required premium to us. 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.

**Covered expenses** means reasonable costs you incur for supplies and services which are eligible expenses under this plan.

**Default** means the inability of a travel supplier to provide travel services for which you have contracted

with the travel supplier, because of complete or substantially complete cessation of business by the travel supplier resulting directly or indirectly from bankruptcy or insolvency thereof.

**Departure date** means the date you leave home unless you requested your coverage to start when you leave Canada.

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

- For Trip Cancellation coverage starts at the date and time you pay the premium for that coverage, indicated as the purchase date on your confirmation.
- All other coverages start on your departure date, as indicated on your confirmation.

**Emergency** means a sudden and unforeseen occurrence of a medical condition that begins during the period of insurance and requires immediate treatment. An emergency no longer exists when Medipac Assist determines that you are able to continue your trip or return home.

**Expiry date** means the date your coverage ends.

- For Trip Cancellation Insurance, your coverage ends on your departure date as indicated on your confirmation.
- Other coverages end on the earliest of these dates:
  - a) the date you return home;
  - b) on the expiry date, as shown on your confirmation; or
  - c) when the number of days of coverage you purchased expires.

**Home** means your Canadian province or territory of residence. If you requested your coverage to start when you leave Canada, home means Canada. In the case of Trip Interruption, Flight and Travel Accident, and Baggage Insurance, it means the place you leave from on the first day of coverage and are scheduled or ticketed to return to on the last day of coverage.

**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 or nephew.

**Injury** means sudden bodily harm that *you* sustain during the *trip* and that is caused by external and purely accidental means, directly and independently of illness or disease and all other causes.

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

**Medical condition** means *injury*, illness or disease, complication of pregnancy within the first thirty-one (31) weeks of pregnancy, or a mental or emotional disorder that requires admission to a *hospital*, or acute psychosis.

**Mountaineering** means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**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* 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 exists before *your effective date* of insurance.

**Questionnaire** means the document *you* must fill out truthfully and accurately to confirm *your* eligibility and rate category (if applicable) for *our* coverage.

**Spouse** means someone to whom one is legally married, or with whom one has been living in a

conjugal relationship for at least one full year before the *effective date* of this insurance.

**Stable** means a *medical condition* for which:

- there have been no new symptoms, and existing symptoms have not become more frequent or more severe or there have been no test results showing deterioration; and/or
- a *physician* has not determined that the condition has become worse; and/or
- a *physician* (or other medical professional) has not prescribed or recommended a *change in medication* taken or medical care received for that condition; and/or
- a *physician* (or other medical professional) has not prescribed or recommended a change in *treatment* for that condition; and/or
- there has been no admission to a *hospital* and/or *you* are not awaiting results of further investigation for that *medical condition*.

**Travel companion** means someone who shares *trip* arrangements and accommodations with *you*. No more than four (4) individuals (including the insured) will be considered *travel companions* on any one *trip*.

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

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

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

**Treatment** means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a licensed medical practitioner, including but not limited to prescribed medication, investigative testing and surgery related to any sickness, *injury* or symptom.

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

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

**We, us, our** means First North American Insurance Company (FNA) in connection with Baggage Insurance and coverage for the risks identified with the symbol ‡ throughout this document; and The Manufacturers Life Insurance Company (Manulife Financial) in connection with all other coverages under 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.

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

## **NOTICE ON PRIVACY**

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

### **Notice on Privacy and Confidentiality.**

The specific and detailed information requested on *your* application and medical *questionnaire* is required to process the application. To protect the confidentiality of this information, Manulife Financial 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 Financial 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 these foreign jurisdictions. *Your* file is secured in *our* offices or the office of *our* administrator. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Affinity Markets, Manulife Financial, P.O. Box 4262, Stn A, Toronto, Ontario M5W 5T4.