

# Transat

# **Emergency Medical Policy**

Effective August 27, 2020

Underwritten by

The Manufacturers Life Insurance Company (Manulife)

## NOTICE REQUIRED BY PROVINCIAL LEGISLATION

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.

# Important Notice - Read Carefully Before You Travel

You have purchased a travel insurance policy - what's next? We want you to understand (and it is in your best interest to know) what your policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your policy before you travel. **Italicized terms are defined in your policy.** 

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and emergencies) and typically not follow-up
  or recurrent care.
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and exclusions (i.e. medical conditions that are not stable, pregnancy, child born on trip, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to pre-existing medical conditions, whether disclosed or not at time of policy purchase.
- Contact the Assistance Centre before seeking treatment or your benefits may be limited.
- In the event of a claim your prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your policy will be voidable.

It is your responsibility to understand your coverage. If you have questions, call 1 800 263-2356.

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|-------------------------------------|---------------------------------------|
| IN THE EVENT OF AN EMERGENCY, CALL: | IN THE EVENT OF AN EMERGENCY, CALL:   |
| 1-800-764-6539                      | 1-800-764-6539                        |
| Toll-free from the USA and Canada   | Toll-free from the USA and Canada     |
| +1 (519) 251-7488                   | +1 (519) 251-7488                     |
| Collect to Canada where available   | Collect to Canada where available     |
| ** transat                          | <b>transat</b>                        |
| NAME                                | NAME                                  |
| POLICY #                            | POLICY #                              |
|                                     |                                       |

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**THIS POLICY IS UNDERWRITTEN** by The Manufacturers Life Insurance Company (Manulife). Manulife has appointed Active Claims Management (2018) Inc. (operating as "Active Care Management") as the provider of all assistance and claims services under 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 Insurance 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

# INTRODUCTION

## **Policy Contract**

This is *your* insurance *policy*, a contract detailing the terms and conditions of the insurance coverage *you* purchased. *Your application*, this *policy* and any riders or endorsements to it shall form the entire contract between *you* and the *company*. The *company* has sole authority for changing or waiving any of the terms, conditions or provisions stated in this *policy*.

# How to contact us

Prior to travelling, or when travelling and *you* require *emergency* assistance, call:

1 800 764-6539 toll-free from the USA and Canada

**+1 (519) 251-7488** collect where available.

For coverage information or general enquiries, please contact Transat Travel Insurance Customer Service Centre at

1 800 263-2356.

# TRANSAT EMERGENCY MEDICAL POLICY

# IMPORTANT INFORMATION ABOUT YOUR TRAVEL INSURANCE

It is important *you* read and understand *your* policy before *you* travel. It is *your* responsibility to review the terms, conditions and limitations outlined in this *policy*.

A pre-existing condition exclusion applies to your Emergency Medical Insurance coverage. It is your responsibility to review and understand the pre-existing condition exclusion that applies to you listed on Page 7 of this policy.

# IN THE EVENT OF AN EMERGENCY, YOU MUST CALL THE ASSISTANCE CENTRE IMMEDIATELY

**1-800-764-6539** toll-free from the USA and Canada **+1-519-251-7488** call collect where available *Our* Assistance Centre is there to help *you* **24 hours a day, every day of the year.** 

Our Assistance Centre can also be contacted through the **ACM TravelAid™** mobile application.

Please note that if **you do not call** the Assistance Centre in an *emergency* or prior to *treatment*, **you will have to pay 25% of the eligible medical expenses** the *company* would normally pay under this *policy*. If it is medically impossible for *you* to call, please have someone call on *your* behalf.

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

### 10-Day Free Look to Review this Policy

You have 10 days from your insurance purchase date to review this policy. If it does not meet your needs, you may terminate this insurance coverage and receive a premium refund if:

- (i) you have not departed on your insured trip; and
- (ii) there is no claim in progress.

To request a premium refund, simply contact *your* distributor of Transat Travel Insurance from whom *you* purchased the insurance.



Please note that if you do not call the Assistance Centre in an emergency, or prior to treatment, you will have to pay 25% of the medical covered expenses we would normally pay under this policy. If it is medically impossible for you to call, please have someone call on your behalf.



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Before you travel download the free assistance & claim mobile app, **ACM TravelAid™**.



Please note that if you do not call the Assistance Centre in an emergency, or prior to treatment, you will have to pay 25% of the medical covered expenses we would normally pay under this policy. If it is medically impossible for you to call, please have someone call on your behalf.



Before you travel download the free assistance & claim mobile app, **ACM TravelAid**<sup>TM</sup>.



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# MEDICAL CONCIERGE SERVICES PROVIDED BY STANDBYMD

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

### What services are available?

StandbyMD has an International network of medical providers and partners who provide services across time zones and who assure a quick and streamlined access to healthcare 24 / 7 / 365 all over the world. StandbyMD allows you to access multiple levels of personalized care ranging from:

- Teleconsultations for eligible cases (telephone / chat / videoconference access to a qualified physician who can assess your symptoms and provide treatment options)
- A network of visiting physicians (in 141 countries and over 4,500 cities)
- In-network clinics close to the patient
- In-network ERs located close to the patient only if necessary In addition, when you travel within Canada or to the United States, StandbyMD offers the following services:
- Same-day co-ordination and delivery of lost/forgotten prescription maintenance medication, eyeglasses or contact lenses and medical supplies.

**How does this service work?** StandbyMD's risk assessment algorithm

triages patients according to their symptoms, profiles and location. Based on the information provided they are instantly referred to the most appropriate level of care their specific situation requires. StandbyMD uses a worldwide network of providers that offer high-quality care at preferred rates and direct billing solutions, minimizing the likelihood of paying out-of-pocket. The StandbyMD program will assist with co-ordinating payment of eligible expenses subject to the terms and conditions of the policy. To access this service, simply call the Assistance Centre using the phone numbers indicated on the wallet card.

**Disclaimer, Waiver, and Limitation of Liability:** StandbyMD is not intended to be a substitute for professional medical advice, it is provided for the purpose of assisting you in finding medical providers. The advice provided by StandbyMD is a recommendation only, and entirely voluntary. You still retain the right to choose for yourself, your own level of care regardless of StandbyMD's recommendation. Medical providers utilized by StandbyMD are not employees, agents, nor in any way affiliated with StandbyMD, beyond accepting StandbyMD's referrals. StandbyMD does not have any control, real or implied, over the medical judgment of participating medical providers, nor their actions or inactions. StandbyMD, upon making referrals under this policy does not assume any responsibility for:

- the availability,
- their quality,
- the results or outcome of any treatment or service.

Policyholders hereby specifically waive any and all rights to proceed legally against StandbyMD or anyone related to StandbyMD\* in any and all claims, demands, actions, causes of action, and suits of any kind, nature, or amount which relate to, or in any way directly or indirectly flow from the medical concierge services that StandbyMD is offering. StandbyMD's liability under these medical concierge services, if any, is limited solely to the amount of payment made to participating medical providers for the services that a policyholder obtained after they received a referral from StandbyMD. \*Related persons include principals, parents, successors and assigns of StandbyMD.

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# **SCHEDULE OF BENEFITS**

| EMERGENCY MEDICAL POLICY            |   |  |
|-------------------------------------|---|--|
| Eligible Age                        | Over 30 days old                                      |  |
| StandbyMD Medical Concierge Service | Included  |  |
| EMERGENCY MEDICAL INSURANCE         |   |  |
| Hospital & Medical                  | Up to \$10,000,000                                    |  |
| Accidental Dental                   | Up to \$10,000,000                                    |  |
| Medical Evacuation & Return Home    | Up to \$10,000,000                                    |  |
| Accommodation & Meal Expenses       | \$350 per day – Maximum<br>\$1,750                    |  |
| Visit to Bedside                    | Round Trip Economy Fare +<br>\$500 Travel Expenses    |  |
| Return & Escort of Children         | Escort Round Trip + Children<br>One Way Economy Fares |  |
| Repatriation of Remains             | Reasonable Expenses<br>Up To \$10,000,000             |  |
| Cremation-Burial at Destination     | Up to \$3,000   |  |
| Vehicle Return                      | Reasonable Return Cost                                |  |
| Hospital Confinement Allowance      | Up to \$500   |  |
| Child Care Cost                     | Up to \$500   |  |

### **IMPORTANT CAUTION FOR PERSONS AGES 60 AND OVER:**

Coverages offered under this Transat Emergency Medical *Policy* are only available if, at the time of application for this *policy*, you met **ALL of the Eligibility Requirements** stated on the *Transat Medical Questionnaire* and qualified for coverage with Plan A+ or Plan A rates based upon *your* truthful, complete and accurate answers to all sections of the *questionnaire*. When adjudicating a claim, the Company will review *your* medical history. If any of *your* statements and or answers to the *questionnaire* are found to be incorrect or incomplete, based upon *your* medical history, your coverage may be null and void.

# **POLICY PARAMETERS**

The Transat Emergency Medical *Policy* is available to persons who have made travel arrangements with Transat Distribution Canada or through a distributor of Transat Travel Insurance or through an internet site made available by Transat Distribution Canada. Travel insurance must be purchased based upon *age*, length of travel and other restrictions set forth in this *policy*.

| AGE   | LENGTH OF<br>TRAVEL    | OTHER CONDITIONS                          |
|---|------------------------|---|
| Over 30 days old and up to age 59*                          | Trips up to 183 days** | - Valid government health insurance plan. |
| Ages 60+* - MUST complete the Transat Medical Questionnaire |                        |   |

- Please check pre-existing condition exclusions for Emergency Medical Coverage (see page 14).
- \*\* Unless otherwise permitted by your government health insurance plan.

The *Company* will reimburse eligible expenses and/or pay benefits for covered losses, subject to the terms, conditions, limitations and exclusions stated in this *policy*.

**PLEASE NOTE:** In the event that *you* are not covered under a *government health insurance plan* for the entire duration of *your insured trip*, reimbursement for Eligible Expenses incurred under this Emergency Medical Insurance will be limited to a **maximum of \$25,000**.

**Family Coverage** is available to *you* if all family members to be insured under one *policy* are:

- a. named in your application,
- b. under 60 years of age at time of purchase;
- c. travelling together, and
- d. you have purchased and paid for family coverage.

Family Coverage (a maximum of 2 adults) can include:

- i) you (either as a parent or grandparent) and children or grandchildren;
- ii) you and your spouse and your children or grandchildren; or
- iii) three generations of a single family (grandparent[s], parent[s] and their *children*).

**Family Coverage Calculation:** Family coverage is available at 2 times the eldest adult rate.

## PERIOD OF COVERAGE

The period of coverage under this *policy* shall not exceed 12 consecutive months for any one *insured trip*.

The insured trip must originate and terminate in Canada.

This insurance must be purchased prior to departure from *your* province or territory of residence in Canada and for the complete duration of the *insured trip*.

# THE DATE YOUR COVERAGE STARTS / YOUR EFFECTIVE DATE OF COVERAGE

**For Emergency Medical Insurance**, coverage starts on *your departure date*.

**For Top-Ups,** coverage starts after *you* leave *home*, on the start date of coverage specified in the *application* for *Top-Up* coverage and which must correspond to the first day after expiration of coverage under the other plan.

# THE DATE YOUR COVERAGE ENDS / YOUR COVERAGE EXPIRY DATE

Your coverage ends on the earlier of:

- a) the date you return home; \*or
- b) the return date, as stated on your application.

# \*Your insurance coverage will not end if you temporarily return to Your Province or Territory of Residence

If you have requested and received prior approval from our Assistance Centre, you may return to your province or territory of residence to attend special events. Your medical coverage will not terminate but will be suspended for the duration of your temporary return. Your medical coverage will resume once you begin travel but, if you receive treatment in Canada for sickness or injury during your temporary return, then any treatment received on your return to your destination relating to the medical conditions previously treated in Canada will not be covered.

In all cases of such temporary returns, there will be no refund of premium for any of the days that *you* have returned to *your* province or territory of residence.

### **Automatic Extension**

The *company* will extend *your* coverage automatically beyond the date *you* were scheduled to return *home* as per *your application* if:

- a) *your common carrier* is delayed. In this case, the *company* will extend *your* coverage for up to 72 hours; or
- b) *you* or *your travel companion* is in *hospital* on that date. In this case, the *company* will extend *your* coverage while in *hospital* and for up to 5 days after discharge from the *hospital*; or
- c) you or your travel companion has a medical condition that does not require admission to hospital but prevents travel. In this case, the company will extend your coverage for up to 5 days.

In all cases, the *company* will not extend any coverage beyond 12 months after *your effective date* of insurance.

## What If I Stay Longer Than Planned?

**Extensions:** If you have not left home, simply call your distributor of Transat Travel Insurance to ask for the extension. If, however, you are already on your insured trip and need to apply for an extension of your coverage before the expiry date of your existing coverage, simply call your distributor of Transat Travel Insurance. You may be able to extend your coverage, subject to an extra premium and subject to any applicable residency rules with respect to your government health insurance plan. If you have not had or expect to have a medical condition or claim since your policy was issued, the extension will be issued right away. Otherwise, the extension is subject to the approval of the Assistance Centre.

**Top-ups:** The Transat Emergency Medical *Policy* can be used as a *Top-up* to *your* Transat Annual Medical Policy, Annual All Inclusive Policy or another insurer's plan for trips longer than the number of coverage days *you* have. Simply call *your* distributor of Transat Travel Insurance before *you* leave *home* for the additional coverages required. It is *your* responsibility to confirm that a *Top-up* is permitted on *your* existing plan with no loss of coverage.

## How Do I Get a Refund of Premium?

If you return home before the date you were scheduled to return home as per your application, and have not had a cause for a claim or started a claim, you may ask for a refund of the premium for the unused days purchased for your insured trip. Simply contact your distributor of Transat Travel Insurance to ask for the refund and provide proof of the date you actually returned home. Please note, all travellers insured under the same policy must return together to be eligible for a refund.

# **EMERGENCY MEDICAL INSURANCE**

## **Benefits - What does Emergency Medical Insurance cover?**

If you incur eligible expenses during the period of coverage as the result of an emergency sickness or injury, the company will pay the reasonable and customary charges in excess of any amount payable under your government health insurance plan for such expenses, up to the amount specified for any service subject to the overall maximum of \$10,000,000. Benefit payments under this policy will be coordinated with benefits available to you under any other type of insurance or prepaid plan, so that reimbursement from all sources will not exceed 100% of the eligible expenses incurred. In any event, coverage and benefits will cease immediately upon your arrival back to your province or territory of residence in Canada.

### Eligible expenses shall consist of charges for:

- 1. **Emergency Hospital Services:** *Hospital* room and board charges or charges for an intensive care room. Alternatively the services of private duty nursing, performed by a registered nurse (R.N.) other than a relative, when ordered in writing by the attending *physician* expressly in lieu of hospitalization and arranged by the Assistance Centre. If *you* are on a cruise ship and are unable to pay directly as required by the cruise ship medical provider, the Assistance Centre will make arrangements for direct billing of covered expenses, where possible, on *your* behalf.
- Emergency Medical Services: Services by a physician or surgeon when necessary to treat an emergency.
- 3. Medical Procedures and Diagnostic Services: All medical and diagnostic procedures and/or tests (including but not limited to MRI, MRCP, CAT Scan, CT Angiogram, Nuclear Stress Test, Angiogram or Cardiac Catheterization or any surgery) provided prior approval is obtained by the Assistance Centre.
- 4. Prescription Drugs: Drugs and/or medications that are required to treat an emergency, provided they are obtained on the written prescription of a physician and dispensed by a licensed pharmacist. This includes the replacement cost of your drugs or medications that are lost, stolen or damaged during your insured trip to the lesser of \$50 or the amount of medication required for the balance of your insured trip. Charges for vitamins, vitamin preparations, over-the-counter drugs or medications, contraception or birth control are not covered.
- 5. Medical Equipment: Rental or purchase of durable medical equipment for therapeutic purposes only, when necessitated by a medical emergency, provided prior approval is obtained by contacting the Assistance Centre.

- 6. Emergency Dental Treatment: Services of a licensed dentist or dental surgeon at *your* destination, when required to repair natural or permanently attached artificial teeth which are damaged due to an accidental blow to the head or mouth. Up to \$1,500 will be reimbursed for continuing dental *treatment* following *your* return to Canada, provided the *treatment* is related to the accidental blow to the head or mouth and the expenses are incurred within 180 days after the date of the accident.
  - In the event that *you* require *emergency* dental *treatment* to relieve acute pain and suffering that is unrelated to an accidental blow to the head or mouth, up to a maximum of **\$300** will be payable.
- 7. **Emergency Paramedical Services:** Services of a chiropractor, chiropodist, physiotherapist, osteopath or podiatrist when *medically necessary* as the result of an *emergency*, up to a maximum of **\$300** per category of practitioner. Excluded are charges for general examinations for "checkup" purposes, cosmetic treatments, or services performed by an *immediate family member*.
- 8. **Ground Ambulance:** Ground ambulance services to the nearest appropriate *hospital* or medical service provider when necessary due to a medical *emergency*. If an ambulance was *medically necessary* but not available, expenses will be reimbursed for local taxi fares. If local taxi services are required to get to and from the nearest medical service provider for a minor *emergency*, expenses will be reimbursed up to a maximum of **\$100**.
- 9. **Emergency Medical Evacuation/Return Home:** If, in the event of a medical *emergency*, the medical advisors of the *company* and/or the Assistance Centre in consultation with *your* local attending *physician* determine that *you* should be transported to another *hospital* or back to *your* province or territory of residence in Canada for necessary medical *treatment*, the Assistance Centre will arrange for transportation under proper medical supervision and the *company* will pay expenses for the following:
  - a) the extra cost of one-way economy class transportation, via the most cost-effective itinerary back to *your* province or territory of residence in Canada; This benefit will extend to cover the cost of an airline seat upgrade if determined *medically necessary* and arranged by the Assistance Centre; or
  - b) a stretcher fare on a commercial flight via the most cost-effective itinerary back to *your* province or territory of residence in Canada, if a stretcher is *medically necessary*, and the round-trip economy class airfare via the most cost-effective itinerary, plus the reasonable fees and expenses for a qualified medical attendant to accompany *you*, when an attendant is *medically necessary* or required by the airline; or
  - c) air ambulance transportation, if this is medically necessary, is appropriate and consistent with the diagnosis and could not be omitted without adversely affecting your condition or quality of medical care.

# Emergency Medical Evacuation/Return Home Services under this section must be approved and arranged in advance by contacting the Assistance Centre.

10. **Accommodation and Meals:** Up to **\$350 per day** (24 hours) to the maximum of **\$1,750** for commercial accommodation and meals, essential telephone calls, internet usage fees and taxi fares or rental vehicle charges in the event *you* are relocated to receive *emergency* medical *treatment* or delayed beyond the scheduled return date shown on the *application* for insurance due to a *sickness* or *injury* to *you*, *your travel companion*, an *immediate family member* or a *key-person* who is accompanying *you* on the *insured trip*. The claim must be supported by original receipts and the attending *physician's* written diagnosis of the *sickness* or *injury*.

- 11. **Visit To Bedside:** Travel and accommodation expenses incurred for one relative or close friend to visit at *your* bedside due to a critical *sickness* or *injury*, or when the attending *physician* states in writing that it is necessary for someone to travel to, remain with, and/or escort *you* back to *your* province or territory of residence in Canada, provided prior written approval is obtained by contacting the Assistance Centre; *you* will be reimbursed for:
  - a) the round-trip economy transportation via the most cost-effective itinerary for someone to be with *you*; plus
  - b) up to \$500 for commercial accommodation and meals.
  - If the Assistance Centre must arrange for a visit to bedside, Emergency Medical Insurance will be automatically extended under the same terms and limitations of this *policy* (subject to meeting the eligibility requirements of the *policy*) to cover such relative or close friend until *you* are medically fit to return *home*.
- 12. **Return & Escort of Children:** If you are admitted to hospital for more than 24 hours due to an emergency, or you must return to Canada due to an emergency medical condition covered by this policy, or in the event of your death, children (includes grandchildren), travelling with you during your insured trip or who had joined you during your insured trip will be returned to Canada and reimbursement will be made for:
  - a) the extra cost of one-way economy transportation via the most cost-effective itinerary to return the *children* back to their province or territory of residence in Canada; and
  - b) the round-trip economy transportation and overnight hotel accommodation for the services of an escort, if required.
- 13. **Return of Travel Companion:** If your travel companion is prevented from returning by means of originally scheduled transportation due to your death or medical evacuation, expenses will be reimbursed for the extra cost of one-way economy transportation via the most cost-effective itinerary to return your travel companion back to his/her province or territory of residence.
- 14. **Travel Expenses Due to Repatriation of Travel Companion:** If you are prevented from returning by means of your originally scheduled transportation due to the death or medical evacuation of your travel companion, you will be reimbursed for the extra cost of one-way economy transportation via the most cost-effective itinerary back to your province or territory of residence.
- 15. Repatriation: The reasonable costs actually incurred for preparing and returning your body or ashes to your province or territory of residence in Canada; or up to the maximum of \$3,000 for burial or cremation in the place where the death occurs. Expenses for a headstone, casket and/or funeral service charges are not covered.
- 16. **Identification of Remains:** The round-trip economy transportation via the most cost-effective itinerary to transport one relative or close friend to the place where *your* remains are located, plus up to **\$500** for commercial accommodation and meals, when someone is legally required to identify *your* remains before the body is released; provided prior written approval is obtained by contacting the Assistance Centre. Emergency Medical Insurance will be automatically extended under the same terms and limitations of this *policy* (subject to meeting the eligibility requirements of the *policy*) to cover such relative or close friend during the period required to identify *your* remains but for not more than 3 business days.

- 17. **Vehicle Return:** The reasonable costs incurred for returning *your vehicle* to *your* residence or the nearest appropriate rental depot when *you* are unable to do so due to an *emergency*.
- 18. **Hospital Confinement Allowance: \$50** for each full 24-hour period in excess of the first 48 hours of *hospital* confinement, when *you* are confined as an inpatient for *treatment* in a *hospital* outside *your* province or territory of residence in Canada, up to a maximum of **\$500**.
- 19. **Baggage Repatriation:** In the event of an *emergency*, and the Assistance Centre is arranging to return *you* to *your* province or territory of residence in Canada, if there is insufficient space to accommodate *your* baggage and/or personal effects aboard the transport provided, the *company* will reimburse *you* up to **\$200** to cover the cost of shipping *your* baggage and/or personal effects to the original *departure point* of *your insured trip*.
- 20. **Child Care Cost:** The *company* will reimburse *you* up to **\$50** per day to a maximum of **\$500** for professional *child* care costs in the event *you* are relocated to receive *emergency* medical *treatment* or delayed beyond the scheduled return date shown on the *application* for insurance due to *your sickness* or *injury*. Receipts from the professional *child* care provider will be required.
- 21. **Pet Return Benefit:** Temporary kennel accommodation (with a licensed boarding kennel) and/or air transportation expenses, up to an overall maximum of **\$850** to return *your* pet dog or cat to *your* province or territory of residence in Canada, if *you* are admitted to *hospital* for at least **48 hours** due to an *emergency sickness* or *injury*, or when *you* must return to Canada for immediate medical *treatment* following an *emergency*. To be eligible for reimbursement of this expense, *you* must be the owner of the dog or cat prior to *your* departure from Canada and the animal must have accompanied *you* on the outbound trip from Canada. No benefit shall be payable if the dog or cat was purchased or acquired during the same trip on which the claim for benefits occurred.
- 22. **Eyeglass or Hearing Aid Expenses:** In the event *your* hearing aid or eyeglasses are stolen or damaged during *your insured trip, you* will be reimbursed up to **\$200** for *your* hearing aid and up to **\$200** for *your* eyeglasses if these are replaced at *your* destination during *your insured trip.*
- 23. **Trauma Counselling:** In the event *you* have suffered trauma due to a covered medical benefit or been a victim of an accident or a violent event during the period of coverage, *you* will be reimbursed for up to six sessions of trauma counselling at destination.
- 24. **Return to Destination:** When approved in advance by the Assistance Centre, *you* will be reimbursed the extra cost of one-way economy transportation for *you* to be returned to *your* scheduled *insured trip* destination after *you* are returned to *your* province or territory of residence for immediate medical *treatment* provided *your* attending *physician* in Canada determines that *you* require no further *treatment* for *your* medical *emergency*. Once *you* return to *your insured trip* destination, a *recurrence* of the *sickness* or *injury* which caused the initial medical *emergency*, or any problems or complications related thereto, will not be covered under this *policy*. This benefit can only be used once and only if the return is possible within the originally scheduled trip dates.

# CONDITIONS & LIMITATIONS: EMERGENCY MEDICAL INSURANCE

- In the event of an emergency which requires assistance, medical treatment or admission to hospital, you must call the Assistance Centre before obtaining emergency treatment, so that we may:
  - confirm coverage
  - provide pre-approval of treatment.

You must immediately contact the Assistance Centre at 1 800 764-6539 toll-free from the USA and Canada or +1 (519) 251-7488 collect where available prior to treatment or admission to hospital or within 24 hours after a life or organ threatening emergency, unless you are unconscious or physically unable. If it is medically impossible for you to call prior to obtaining emergency treatment, we ask you to call or have someone call on your behalf as soon as possible. Otherwise, if you do not call the Assistance Centre before you obtain emergency treatment you will be responsible for 25% of your medical expenses covered under this insurance.

After your medical emergency treatment has started, the Assistance Centre must assess and pre-approve additional medical treatment. If you undergo tests as part of a medical investigation, treatment or surgery, obtain treatment or undergo surgery that is not pre-approved, your claim will not be paid. This includes but is not limited to MRI, MRCP, CAT Scan, CT Angiogram, sonograms, ultrasounds, Nuclear Stress Test, biopsies, Angiogram, Angioplasty, cardiovascular surgery including any associated diagnostic test(s), Cardiac Catheterization or any surgery.

- 2. If you experience a medical emergency during your insured trip, the Assistance Centre must be notified and, in consultation with its medical advisors and the local attending physician, reserves the right to return you to Canada prior to any treatment or following emergency treatment or your admission to hospital for a sickness or injury, if on medical evidence you are able to return to Canada without endangering your life or health. If our medical advisors determine that you should transfer to another facility or return to your home province/territory of residence for treatment, and you choose not to, benefits will not be paid for further medical treatment and the contract will be terminated.
- 3. If you are not covered under a government health insurance plan for the entire duration of your insured trip, reimbursement for eligible expenses incurred under this Emergency Medical Insurance Section will be limited to a maximum of \$25,000.

# EXCLUSIONS: EMERGENCY MEDICAL INSURANCE

This insurance does not cover and no benefits will be payable for:

1. Exclusions related to your pre-existing condition: When reading this section, please take the time to review the definitions of "pre-existing condition" and "stable" at the end of this booklet. The pre-existing condition exclusion which applies to you depends on your age at the time you purchased this policy as outlined below.

| Age                          | Applicable pre existing condition exclusion |
|------------------------------|---|
| Up to age 59                 | Exclusion 1                                 |
| Age 60 and over with PLAN A  | Exclusion 1                                 |
| Age 60 and over with PLAN A+ | Not Applicable                              |

**Pre-existing condition exclusion 1:** Any pre-existing condition or related medical condition which was not **stable** during the **3-month** period before your effective date.

- 2. Any *medical condition* when *you* knew or for which it is reasonable to believe or expect that *treatments* will be required during *your insured trip*.
- 3. Any emergency when, prior to the purchase date, you had not met all of the eligibility requirements stated in the Transat Medical Questionnaire or had not answered completely, truthfully and accurately ALL of the questions contained in the questionnaire (if applicable).
- 4. **25%** of the eligible expenses incurred under this Emergency Medical Insurance Section if *you* do not contact the Assistance Centre within the time period provided in this *policy* for giving notification, unless *you* were unconscious or physically unable to call. This exclusion will not apply if *you* (or *your* beneficiary) demonstrate that numerous and repeated attempts were made (telephone, fax) to contact the Assistance Centre but were unsuccessful through no fault of the Insured
- 5. Your participation in:
  - any sporting activity for which you are paid;
  - any sport or activity indicated below:
  - any form of BASE jumping (ie: wingsuit flying);
  - hang-gliding;
  - spelunking;
  - hunting;
  - bungee jumping;
  - piloting an aircraft;
  - rock climbing;
  - mountain-climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pickaxes, anchors, bolts, carabiners and lead or toprope anchoring equipment;
  - underwater activities involving the use of self-contained underwater breathing apparatus (unless you hold an open water diving certificate)
  - motorcycling (unless you hold a valid Canadian motorcycle driver's licence)
  - mopeds (unless you hold a valid Canadian driver's licence)
  - any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere.

- 6. Expenses incurred for medical care or services where the *insured trip* was undertaken after a *physician* advised *you* not to travel or after receiving notice of a *terminal* prognosis.
- 7. Any treatment:
  - a) not required for the immediate relief of acute pain and suffering:
  - b) which can reasonably be delayed until *you* return to *your* province or territory of residence in Canada;
  - c) which you elect to have rendered or performed outside your province or territory of residence in Canada following emergency treatment for unexpected sickness or injury, and which on medical evidence would not prevent you from returning to your departure point prior to such treatment being performed; or
  - d) for follow-up treatment, recurrence of a medical condition or subsequent emergency treatment or hospitalization for a medical condition or related medical conditions for which you had received emergency treatment during your insured trip.
- 8. Transplants, including but not limited to, organ transplants or bone marrow transplants.
- Any insured trip made for the purpose of obtaining a diagnosis, treatment, surgery, investigation, palliative care, or any alternative therapy including any expenses for directly or indirectly related complications.
- 10.Any non-emergency, experimental or elective treatment such as cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications.
- 11. The continued *treatment* of a *medical condition* or related condition, following *emergency treatment* during *your insured trip*, if *our* medical advisors determine that *your emergency* has ended.
- 12. Any *medical condition* that is the result of *you* not following *treatment* as prescribed to *you*, including prescribed medication.
- 13. The cost of replenishing any drugs or medications that were in use on *your departure date* or for the maintenance of any course of *treatment* that commenced prior to *your departure date* unless the replacement is required to replace *your* eligible drugs or medications that were damaged, lost or stolen during *your insured trip*.
- 14. Preventive medicines, inoculations, birth control pills or devices, vitamins, vitamin preparations and over-the-counter drugs or medications.
- 15. Any person who is less than 30 days old on *your effective date*.
- 16.Unless prior approval is provided the Assistance Centre, any *emergency* air transportation, any medical procedures or diagnostic services or tests (including MRI, MRCP, CAT Scan, CT Angiogram, Nuclear Stress Test, Angiogram or Cardiac Catheterization). All surgery must be authorized by the Assistance Centre prior to being performed except in extreme circumstances where surgery is performed on an *emergency* basis.
- 17.Any portion of benefits up to the amount of *your deductible* (in CDN\$) per covered claim if *you* selected a plan with a *deductible*. *You* will be responsible for the *deductible* for each claim, and the *company* will apply this *deductible* to any such claim covered under this insurance in excess of *your government health insurance plan* coverage.
- 18.If *your* insurance is purchased as *Top-up* coverage to another insurance coverage, expenses related to a *sickness* or *injury* that occurred when the other insurance was in force.

If you are not eligible for coverage in accordance with the eligibility requirements on the date of your application, the company will declare your coverage null and void from inception and no benefits will be payable.

### **Limitation on Assistance Centre Services**

The *company* and/or the Assistance Centre reserve the right to suspend, curtail or limit services in any area or country in the event of:

- a) rebellion, riot, military uprising, war; or
- b) labour disturbances, strikes; or
- nuclear accident(s), act(s) of God, or refusal by the authorities in the country where assistance is required, to permit the delivery of such services.

The Assistance Centre will use its best efforts to provide services to the best of its ability during any such occurrence.

The Assistance Centre's obligation to provide services described in this *policy* is subject to the terms, conditions, limitations and exclusions set out in this *policy*. The medical professional(s) suggested or designated by the *company* or the Assistance Centre to provide services in accordance with the benefits and terms of this *policy* are not employees of the *company* or the Assistance Centre.

Therefore, neither the *company* nor the Assistance Centre shall be held responsible or liable for any negligence or other acts or omissions on their part, nor for the availability, quality, quantity or results of any *treatment* or service *you* may receive or *your* failure to obtain or receive any *treatment* or service.

# **GENERAL LIMITATIONS ON COVERAGE**

# Applicable to all sections of the *Policy* With respect to "Acts of Terrorism"

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:

- We will provide benefits to you for your eligible expenses, up to a maximum aggregate of \$35,000,000 (CDN) for each act of terrorism (up to two (2) acts of terrorism within a calendar year); and
- 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 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* **Emergency Medical 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, exceed 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.

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 *acts* of terrorism perpetrated by or 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.

# **GENERAL EXCLUSIONS**

## Applicable to all sections of the Policy:

This insurance does not cover and no benefit is payable for any claim arising from:

- 1. Consequential loss of any kind, including loss of enjoyment and financial loss not otherwise specifically covered under this *policy*.
- 2. Act(s) of terrorism except as otherwise specifically provided in the General Limitations on Coverage Section of this policy.
- 3. acts of war, whether declared or undeclared;
  - willing participation in a riot or civil disorder;
  - · rebellion:
  - · revolution;
  - ionizing radiation or poisoning of people by nuclear, radioactive, chemical and/or biological substances that causes sickness or death from any nuclear fuel or waste which results from the burning of nuclear fuels;
  - radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- 4. Participation in armed forces training exercises or manoeuvres.
- 5. *Your* self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
- 6. Your minor mental or emotional disorders.
- 7. Any medical condition, including symptoms of withdrawal, arising from, or in any way related to, your chronic use of alcohol, drugs or other intoxicants whether prior to or during your insured trip.
  - Any *medical condition* arising during *your insured trip* from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
- 8. routine pre-natal or post-natal care;
  - pregnancy, delivery, or complications of either, arising 9 weeks before the expected date of delivery or 9 weeks after.
- 9. Your child born during the insured trip.
- 10. Deliberate termination of *your* pregnancy.
- 11. Any expenses incurred by or on behalf of any person not named as an insured on the *application* for insurance.
- 12. Expenses which are recoverable or could have been recovered from any other source, including but not limited to any individual, group or prepaid employee insurance or private plan, credit card coverage, or government health insurance plan or any federal, provincial or other compensation fund.
- 13. Your commission of or attempt to commit any criminal offence or illegal act.
- 14. Fraud, concealment, or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder.
- 15.If *your* insurance is purchased as *Top-up* coverage to another insurance coverage, any expenses related to a claim that occurred when the other insurance was in force.

16. Any *medical condition you* suffer or contract when an official travel advisory was issued by the Canadian government stating "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of *your* destination, before the *effective date*.

To view the travel advisories, visit the Government of Canada Travel site

This exclusion does not apply to claims for an *emergency* or a *medical condition* unrelated to the travel advisory.

# **DEFINITIONS**

When italicized, the following words are defined as:

**Acts of Terrorism** or **Terrorism** means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a sitting government or occupying power; and/or
- promote political, social, religious or economic objectives.

Age means your age at time of application.

**Application** means the printed form, computer printout, invoice or document which is used to make an *application* for this insurance as provided by *your* travel agent or the multi-stepped forms that must be completed by the applicant when purchasing the insurance electronically through the website made available by Transat Distribution Canada. The *application* confirms the insurance coverage *you* have purchased, sets forth the departure date, *departure point* and *return date* of the *insured trip*, and forms an integral part of the *policy* contract. 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 arrangements were made for *your insured trip*.

**Change in Medication** means the medication dosage, frequency or type has been reduced, increased, or stopped or new medication(s) has/have been prescribed. **Exceptions:** the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) to test *your* blood levels; and a change from a brand-name medication to a generic brand medication of the same dosage.

**Child/Children** means *your* unmarried dependent son or daughter or *your* grandchild(ren) travelling with *you* or who join *you* during *your insured trip* and is either: i) under 26 years of *age*, or ii) *your* son, daughter or grandchild of any *age* who is mentally or physically disabled. In addition, for Emergency Medical Insurance, the *children* must be older than 30 days in order to be eligible for coverage under this *policy*.

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

**Company**, **we**, **us**, **our**, means The Manufacturers Life Insurance Company.

**Deductible** means the amount of covered expenses that *you* are responsible for paying per person per claim if *you* selected a *deductible* with this *policy*. *Your deductible* amount in CDN dollars applies to the amount remaining after any covered expenses are paid by *your government health insurance plan*. The *deductible* amount is shown on *your application* for this *policy* and applies to each claim.

**Departure Date** means the date *you* leave *home* on *your insured trip*. **Departure Point** means the place *you* leave from on the first day of coverage and are scheduled to return or ticketed to return to on the last day of coverage.

**Effective Date** means the date on which *your* coverage begins.

- a) For Emergency Medical Insurance, coverage starts on your departure date.
- b) For *Top-Ups*, coverage starts after *you* leave *home*, on the start date of coverage specified in the *application* for *Top-Up* coverage and which must correspond to the first day after expiration of coverage under the other plan.

**Emergency** means a sudden and unforeseen *medical condition* that requires immediate *treatment*. An *emergency* no longer exists when the evidence reviewed by the Assistance Centre indicates that no further *treatment* is required at destination or *you* are able to return to *your* province or territory of residence for further *treatment*.

**Government Health Insurance Plan** means the health insurance coverage that a Canadian provincial or territorial government provides to its residents.

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

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

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

**Hospital** means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

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

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

**Insured Trip** means the period of coverage shown on *your application* for insurance under the *policy* and described in further detail in this *policy* booklet.

**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 *insured trip*.

**Medical Condition(s)** means any disease, *sickness* or *injury* (including symptoms of undiagnosed conditions).

**Medically Necessary** means *treatment* or services that are required to alleviate pain or suffering resulting from an unexpected *sickness* or *injury*.

**Minor Mental or Emotional Disorders** means emotional or anxiety states, situational crisis, stress, anxiety or panic attacks, or other mental health disorders, which are *treated* with minor tranquilizers or anti-anxiety (anxiolytics) medication or for which no medication was prescribed.

Physician means a person:

- who is not you or a member of your immediate family or your traveling companion;
- licensed in the jurisdiction where the services are provided, to prescribe and administer medical *treatment*.

**Policy** means this Transat Emergency Medical *Policy* and *your* application for insurance hereunder, which is issued in consideration of payment of the required premium.

**Pre-Existing Condition(s)** means any *medical condition* that exists before *your effective date*.

**Reasonable and Customary** means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

**Recurrence** means the appearance of symptoms caused by or related to a *medical condition* which was previously diagnosed by a *physician* or for which treatment was previously received.

**Return Date** means the date on which *you* are scheduled to return to *your* departure point, as shown on *your application*.

**Sickness** means the acute illness, acute pain and suffering or disease that requires *emergency* medical *treatment* or hospitalization due to the sudden and unforeseen onset of symptoms during the period of coverage.

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

**Stable** A *medical condition* is considered *stable* when all of the following statements are true:

- there has not been any new treatment prescribed or recommended, or change(s) to existing treatment (including a stoppage in treatment), and
- 2. there has not been any *change in medication*, or any recommendation or starting of a new prescription drug, and
- 3. the medical condition has not become worse, and
- $4. \ there \ has not been any new, more frequent or more severe symptoms, and$
- 5. there has been no hospitalization or referral to a specialist, and
- 6. there have not been any tests, investigation or *treatment* recommended, but not yet complete, nor any outstanding test results and
- 7. there is no planned or pending *treatment*.

All of the above conditions must be met for a *medical condition* to be considered *stable*.

**Terminal** means a *medical condition* for which, prior to *your effective date*, a *physician* gave a prognosis of eventual death, or palliative care was received.

**Top-Up** means the coverage *you* purchase from the *company* with this *policy*:

- to add to your insurance coverage beyond the duration covered under your Transat Annual All Inclusive Policy or Annual Medical Policy; and / or
- before your date of departure from your departure point, to add to your insurance coverage that is in effect through another source for a portion of your trip duration.

**Transat Medical Questionnaire** means the document *you* must complete truthfully and accurately to **first** confirm *your* eligibility for coverage and to **secondly** determine the plan for which *you* qualify if *you* are *age* 60 or older.

**Travel Companion** means someone who shares travel arrangements with *you* on any one trip, up to a maximum of five persons including *you*.

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

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

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

**Treat**, **Treated** or **Treatment** means hospitalization, a procedure prescribed, performed or recommended by a *physician* for a *medical condition*. This includes but is not limited to prescribed medication, investigative testing and surgery.

**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.

**Vehicle**, for the purposes of the Vehicle Return benefit under the Emergency Medical Insurance section, means a private or rented automobile (including a motorcycle) not licensed to carry passengers for hire and which is of the pleasure type, including a self-propelled mobile home, recreational or Sport Utility Vehicle, pick-up truck, or a passenger van used for *your* personal transportation.

**You** or **Your** means a person who is eligible and named on the *application* for insurance under the *policy*, including *you*, *your spouse* or a dependent *child*, when family coverage is purchased and the required premium has been paid.

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.

# **GENERAL CONDITIONS**

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

**Applicable Law:** This *policy* is governed by the laws and regulations of the Canadian province or territory where this *policy* was issued.

**Misrepresentation:** This *policy* is issued on the basis of information in *your application* or provided in connection with *your application* (including answers to the *Transat medical questionnaire*, if required).

When completing the *application* (including the *Transat medical questionnaire*, if required), *your* answers must be complete and accurate. In the event of a claim, we will review *your* medical history. If any of *your* answers are found to be incomplete or inaccurate:

- your coverage will be void;
- which means your claim will not be paid.

You must be accurate and complete in your dealings with us at all times. We will not pay a claim if you, any person insured under this policy or anyone acting on your behalf makes a fraudulent, false or exaggerated statement or claim.

**Contract:** This *policy* is non-participating. *You* are not entitled to share in our divisible surplus.

The right of any person to designate persons to whom or for whose benefit insurance money is payable is restricted.

**Conformity with Existing Laws:** Any provision of this *policy* which is in conflict with any federal, provincial or territorial law where this *policy* is issued is hereby amended to conform to the minimum requirements of that law. In all other respects, the terms and provisions of this *policy* shall apply.

**Currency:** All premiums and benefits under this *policy* are payable in Canadian currency. To facilitate payments to providers, the *company* will pay claims in the currency of the country where the charges are incurred, based on: i) the rate of exchange set by any chartered bank in Canada on the last date of service, or ii) the date the payment is issued to the provider of service.

**Eligibility Requirements:** If at the time of application *you* do not meet the Eligibility Requirements stated in the *Transat Medical Questionnaire* or if you incorrectly completed the *Transat Medical Questionnaire*, *your* insurance is void and the *company's* liability is limited to a refund of the premium paid.

**Premium Payment:** Your policy takes effect when the required premium is paid, subject to the terms and conditions outlined in the policy. No coverage will be provided if: i) the required premium is not paid, ii) your cheque is not honoured, or iii) credit card charges are declined for any reason.

**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.

**Limitation of Action:** 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 *your application* for this *policy*. If mutually agreeable, legal actions may also be brought in the province where the head office of the *company* is located.

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

# **CLAIM PROVISIONS**

Where the *company* has paid expenses or benefits to *you* or on *your* behalf under this *policy*, the *company* has the right to recover, at its own expense, those payments from any applicable source or any insurance *policy* or plan that provides the same benefits or recoveries. This *policy* also allows the *company* to receive, endorse and negotiate eligible payments from those parties on *your* behalf. When the *company* receives payment from any Canadian provincial or territorial *government health insurance plan*, any other insurer or any other source of recovery to the *company*, the respective payor is released from any further liability with respect to the claim.

**Secondary Coverage:** Coverage under this *policy* is secondary to all other sources of recovery. Any benefits payable under this *policy* are in excess of any other coverage *you* may have with any other insurer or any other source of recovery.

**Coordination of Benefits:** Benefit payments under this *policy* will be coordinated with benefits available to *you* under any other insurance *policy* or plan, so that payments made under this *policy* and any other *policy* or plan do not exceed **100%** of the eligible expenses incurred. Coordination of the Emergency Medical Insurance benefits will be in accordance with the Coordination of Benefits Guidelines issued by the Canadian Life and Health Insurance Association with respect to Out of Country/Province Medical Expenses.

However, if *you* are covered as an active or retired employee under *your* current or former employer's group health insurance plan for Extended Health Care benefits and the lifetime maximum amount is:

- a) \$50,000 or less, Coordination of Benefits will not apply to such amount; or
- b) more than \$50,000, Coordination of Benefits will apply only to the amount of insurance in excess of \$50,000.

**Notice of Claim and Proof of Claim:** To make a claim for benefits under this *policy, your* written proof of claim and *your* fully completed Travel Insurance claim form(s) must be submitted to *us* within 90 days after the event, but not more than 12 months after the date of such event or loss. More information on the documentation that must be submitted with *your* written proof of claim is provided below.

Written proof of claim shall include:

- i) the completion of any claim forms furnished by the *company*:
- ii) original receipts;
- iii) a written report, complete with the diagnosis by the attending *physician*, if applicable, and any other form of documentation deemed necessary by the *company* to validate *your* claim;
- iv) documentation required by the *company* to substantiate cancellation, interruption, travel delay or *common carrier* schedule change if for other than medical reasons. If death is the cause of the claim, an official document such as a death certificate that establishes cause of death will also be required;

Original substantiating claims documentation must be provided; however, the *company* may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable substantiation for a claim shall invalidate any claim under this *policy*. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the *company*.

### Written claims correspondence should be mailed to:

Transat Travel Insurance

## c/o Active Care Management

PO Box 1237 Station A Windsor, ON N9A 6P8

### **Online Claims Submission**

Visit ACM's website www.active-care.ca, to learn more about the claim submission process and to download the free ACM TravelAid™ mobile application.

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 also call the Assistance Centre directly to inquire about your claim status at **1 855 841-4788**.

For coverage information or general enquiries, please contact the Transat Customer Service Centre at **1 800 263-2356**.

## email: transattravelinsurance@manulife.ca

**Claim Payments:** Benefit payments will be made to *you* or, to facilitate matters, to the service provider. In the event of *your* death, any balance remaining or benefits payable for loss of life will be paid to *your* estate.

**Rights of the** *Company* **and Claimant:** When *you* purchase this *policy, you* agree to provide the *company* with access to all pertinent records or information about *you* from any licensed *physician,* dentist, medical practitioner, *hospital,* clinic, insurer, individual, institution or other provider of service to determine the validity of any claim submitted by *you* or on *your* behalf.

**Right of Examination:** The *company* has the right, and *you* must afford it the opportunity, to have *you* medically examined when and as often as may be reasonably required, when a claim under this *policy* is pending. In the event of death, the *company* has the right to request an autopsy, subject to any laws relating thereto.

**Right of Recovery:** In the event that *you* are found to be ineligible for coverage or that a claim is found to be invalid or benefits are reduced in accordance with any *policy* provision, the *company* has the right to collect from *you* any amount which it has paid on *your* behalf to medical providers or other parties.

**Subrogation:** If you suffer a loss caused by a third party, the *company* has the right to subrogate your rights of recovery against the third party for any benefits payable to or on your behalf and will, at its own expense and in your name, execute the necessary documents and take action against the third party to recover such payments. You must not take any action or execute any documents after the loss that will prejudice the *company*'s rights to such recovery.

### **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 the company works 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 below our Notice on Privacy and Confidentiality.

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

You may request to review the personal information it contains and make corrections by writing to:

Privacy Officer, Manulife, P.O. Box 1602, Waterloo, Ontario N2J 4C6. You may also visit Manulife at:

https://www.manulife.ca/privacy-policies.html for further details about our Privacy Policy.

The Manufacturers Life Insurance Company First North American Insurance Company

August 2020



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### TRAVEL ASSISTANCE.

### ANYWHERE IN THE WORLD.

Before *you* travel, be sure to download ACM's free assistance & claims app, **ACM TravelAid™**. The GPS-enabled **ACM TravelAid™**, available from Google Play and App store, provides travellers with the following services, from anywhere in the world:

- Direct link to the Assistance centre
- Healthcare provider information
- Directions to the nearest medical facility
- Official travel advisories
- Travel tips
- Claim submission support

The TravelAid mobile app can also provide *you* with local emergency telephone numbers (such as 911 in North America), and pre- and post departure travel tips. *We* recommend that *you* download the app before *you* travel to avoid incurring roaming charges that may apply at *your* destination.

## **HELP IS JUST A PHONE CALL AWAY.**

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

### Pre-Trip Information

- √ Passport and 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 doctor, *hospital*, or other health care providers
- √ 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
- $\sqrt{}$  Assistance in obtaining prescription drugs
- √ Assistance in obtaining legal help or bail bond

IN THE EVENT OF AN EMERGENCY,
CALL THE ASSISTANCE CENTRE IMMEDIATELY
1 800 764-6539 toll-free from the USA and Canada
+1 (519) 251-7488 collect where available.

Our Assistance Centre is there to help you 24 hours a day, every day of the year.

Our Assistance Centre can also be contacted through the **ACM TravelAid™** mobile application.