

Flight and Common Carrier Accident Insurance Policy

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 – PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL

Flight & *Common Carrier* Accident Insurance provides coverage for loss due to accidental death or dismemberment, when the loss results from an *injury* sustained while *you* are riding as a passenger in a *plane* or *common carrier*. It is important that *you* read and understand *your* policy before *you* travel as *your* coverage may be subject to certain limitations or exclusions. In the event of an accident or *injury*, *your* prior medical history may be reviewed when a claim is made. **Please note that this insurance does NOT cover emergency travel medical expenses and *you* will need to purchase emergency travel medical insurance separately.**

IMPORTANT INFORMATION ABOUT YOUR INSURANCE

It is ***your* responsibility** to review the terms, conditions and limitations outlined in 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.

This insurance is underwritten by The Manufacturers Life Insurance Company ("Manulife Financial"). Manulife Financial has appointed Assured Assistance Inc. ("Assistance Centre") as the provider of all assistance and claims services under this policy.

ELIGIBILITY

To be eligible for insurance under this policy, ***your* round trip *plane* ticket** must have been purchased from a Travel Agent who has entered into an agreement with *us*. One-way *plane* tickets purchased from the Travel Agent are not eligible for coverage.

YOUR COVERAGE STARTS: The earlier of:

- i. when travelling directly to the airport in a *common carrier* to catch *your* outbound flight as indicated on *your* airline booking confirmation sent to *us* prior to *your* departure; or
- ii. when boarding *your* outbound flight as indicated on *your* airline booking confirmation sent to *us* prior to *your* departure date.

YOUR COVERAGE ENDS: The later of:

- i. when travelling in a *common carrier* to return *home* immediately upon the arrival of *your* return flight as indicated on *your* airline booking confirmation sent to *us*.
- ii. when disembarking from *your* return flight as indicated on *your* airline booking confirmation sent to *us*.

If the transportation *you* were using or intended to use to reach *your* destination causes *you* to miss *your* return *home*, this insurance will be extended automatically for a period of seventy-two (72) hours. If *you* are hospitalized on the date *you* were to return *home*, this insurance will be automatically extended for the period of the hospital confinement and, in addition, five (5) days after release from hospital.

FLIGHT & COMMON CARRIER ACCIDENT INSURANCE

Benefits – What does Flight & Common Carrier Accident Insurance cover?

We will cover the following *plane* and *common carrier* accident insurance benefits:

1. If an accidental bodily *injury* sustained during *your* trip 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 CDN.
2. If an accidental bodily *injury* sustained during *your* trip causes *you* to become completely and permanently blind in one eye or to have one of *your* limbs fully severed above *your* wrist or ankle joint in the 12 months after the accident, we will pay \$50,000 CDN.

If *you* sustain 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.

The accident giving rise to *your* *injury* or death must happen:

- a) while *you* are boarding, disembarking or on a commercial passenger *plane* for which a ticket was issued to *you* for *your* entire airline trip; or
- b) on a *common carrier*, such as an airport limousine, bus, taxi, train, boat or other surface vehicle travelling directly to or from an airport immediately preceding departure or immediately following *your* arrival; or
- c) any *common carrier*, excluding air, licensed to carry passengers for hire during *your* trip.

Manulife and its agents and administrators are not responsible for the availability and quality of transportation provided

Exclusions & Limitations – What does Flight & Common Carrier Accident Insurance not cover?

We will not cover expenses or losses relating to:

1. Piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
2. Suicide, attempted suicide, or an intentional self-inflicted injury whether sane or insane.
3. A criminal act or an attempt to commit such an act by *you* or *your* beneficiary.
4. 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).
5. A loss caused directly or indirectly from an existing disease or bodily infirmity, even if that existing disease or bodily infirmity causes the accident or injury which results in loss of life or loss of limb or sight.
6. An *act of war* or *act of terrorism*.
7. Any loss resulting when, before *your* trip, a written formal warning was issued by Foreign Affairs, Trade and Development Canada advising Canadians not to travel to that country, region or city.

What else to *you* need to know?

This insurance is void in the case of fraud, attempted fraud, or if *you* make a material misrepresentation in respect of *your* claim. This policy is non-participating. This policy is not assignable. This policy will be governed by and construed in accordance with the laws of the province or territory in which *you* reside.

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

Once your Agent pays the required premium for this insurance, this document becomes a binding contract. Coverage will be null and void if the premium is not received.

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

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* or *your* beneficiary will execute and deliver such documents as are necessary and cooperate fully with *us* to allow *us* to fully assert these rights and *you* will do nothing to prejudice such rights. If *you* are insured under more than one insurance policy underwritten by *us*, 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. We will not pay for any interest under this policy.

Any benefits payable pursuant to *our* single Flight & *Common Carrier* Accident Insurance shall be subject to an overall \$20,000,000 CDN maximum aggregate payable limit relating to all in-force travel policies issued by *us*, including this policy.

Notice of Claim: Written notice of claim by or on behalf of *you* or *your* beneficiary with information sufficient to identify *you* must be given to *us* within 30 days after the occurrence or commencement of any loss covered under this policy or as soon afterward as is reasonably possible.

Proof of Loss: Written proof of loss must be given to *us* within 90 days after the date of loss with respect to a claim. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within the required time, provided proof of loss is furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the accident.

For proof of loss for a death claim, we require: a) police, autopsy or coroner's report; b) medical records; c) death certificate, as applicable; and d) a copy of the airline booking confirmation. If *your* body is not found within 12 months of the accident, we will presume that *you* died as a result of *your* injury.

For proof of loss for a dismemberment claim, we require: a) police or official incident report; b) medical records, as applicable; and c) a copy of *your* airline booking confirmation.

Physical Examination and Autopsy: We may require *you* to be examined by medical examiners of *our* choice and at our expense. We may, at *our* own expense and where not prohibited by law, have an autopsy performed in the case of *your* death.

How to Make a Claim: Manulife Financial Travel Insurance
c/o Assured Assistance Inc.
PO Box 97, Station A, Mississauga, Ontario L5A 2Y9

For information on how to make a claim or about a claim status call the Assistance Centre at: **1 855 603-5573**. For coverage information or general enquiries, please contact *your* travel Agent.

Who will we pay your benefits to if you have a claim?

Except in the case of *your* death, any sum payable will be paid to *you*. Any sum payable for loss of life will be payable to *your* estate.

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

If there is a disagreement with *our* claim decision, the matter may be submitted to arbitration under the arbitration law in the Canadian province or territory where *your* policy was issued.

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 other applicable legislation.

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 *your* regular *physician(s)* at *home*. These records may be used to determine the validity of a claim whether or not the contents of the medical records were made known to *you* before *you* incurred a claim under this policy.

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 of, or a threat to use, force or violence; or
- commission of, or a threat to commit, a dangerous act; or an act that interferes with 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 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.

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

Home means where *you* reside.

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

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

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.

Trip means the period of time that begins on the date *you* leave *home* and ends on the date *you* return *home*.

We, our or us means The Manufacturers Life Insurance Company (Manulife Financial).

You or your means the insured(s) for whom insurance coverage was provided to *you* from the travel agent holding the Group Master Policy.

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 the application form 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 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, Affinity Markets, Manulife Financial, P.O. Box 4213, Stn A, Toronto, ON M5W 5M3.