

 **Manulife** Bank

**ManulifeMONEY+™**  
**Visa Infinite\* Card**

Cardholder Agreement  
Rewards Terms and Conditions  
Certificates of Insurance



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## Manulife Bank Cardholder Agreement

### 1. DEFINITIONS

In this Agreement:

**ABM** means an automated bank machine.

**Agreement** means this Manulife Bank Cardholder Agreement and the Summary of Rates and Fees.

**Assignee** means a person or entity to which we have assigned, sold, pledged or transferred all or part of our credit card business, an interest in your Credit Card Account or any Balance due under this Agreement and/or any of our rights and obligations under this Agreement, including any subsequent assignee or transferee.

**Authorized User** means a person who has been issued a Card by us under the Credit Card Account at the request of the Primary Cardholder. We reserve the right to limit the number of Authorized Users.

**Available Cash** means the lesser of (i) your Available Credit; and (ii) your Cash Limit less the aggregate amount of Cash Advances, Balance Transfers and Convenience Cheques outstanding on your Credit Card Account (including the accrued interest on such items) from time to time.

**Available Credit** means your Credit Limit less your Balance and the aggregate amount of any authorized Transactions.

**Balance** means the total amount of all Transactions, and all fees, interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to your Credit Card Account.

**Balance Transfer** means an amount you transfer to your Credit Card Account which either we have agreed is a Balance Transfer or which you have made in response to a balance transfer offer we have made.

**Card** means a credit card issued by Manulife Bank under your Credit Card Account.

**Cardholder** means the Primary Cardholder and any Authorized Users.

**Cash Advance** means any of the following:

- cash advances from your Credit Card Account taken at a financial institution or an ABM;
- Cash-Like Transactions; and
- using Manulife Bank telephone banking, Manulife Bank mobile banking or Manulife Bank online banking to pay bills or transfer funds from your Credit Card Account.

**Cash Advance Limit** means the limit we may set on Cash Advances available on your Credit Card Account. This amount will be reflected on your monthly statement.

**Cash-Like Transactions** means Transactions involving the purchase of items directly convertible into cash, including casino gaming chips, money orders, wire transfers, certain lottery tickets and traveler's cheques.

**Cash Limit** means the limit we may set on Cash Advances, Convenience Cheques, Balance Transfers, or any combination of those three items, including the accrued interest on such items. You will always know your Cash Advance Limit from your monthly statement. Limits on Convenience Cheques or Balance Transfers will be communicated to you when facilitated or supplied, as the case may be.

**Convenience Cheque** means a cheque we have supplied for use with your Credit Card Account.

**Credentials** means information stored on your mobile device that is used by a mobile payment service to identify you and your Credit Card Account.

**Credit Card Account** means the Manulife Bank credit card account which we have opened for the Primary Cardholder.

**Credit Limit** means the credit limit for your Credit Card Account.

**Good Standing** means all Cardholders on your Credit Card Account are in compliance with this Agreement.

**Holiday** means Saturday, Sunday and any day which is a statutory Canadian federal, provincial or territorial holiday in the province or territory in which the Primary Cardholder resides.

**Manulife Bank, we, our or us** means Manulife Bank of Canada and its subsidiaries.

**Minimum Payment** means the minimum payment in respect of your Credit Card Account that must be paid by the payment due date.

**Overlimit Amount** means any amount by which the new Balance exceeds your Credit Limit as of the date of your monthly statement.

**PIN** means a personal identification number or password which is provided by Manulife Bank or selected by the Cardholder and which authenticates a Cardholder when a Card is used at merchant terminals, ABMs or other devices which require a PIN.

**Primary Cardholder** means the person who applied for the Credit Card Account and in whose name the Credit Card Account has been opened.

**Purchase** means any Transaction other than a Cash Advance, Balance Transfer or Convenience Cheque.

**Remaining Billed Balance** means the portion of your Balance as set out in your most recent monthly statement that remains after your Minimum Payment has been applied.

**Summary of Rates and Fees** means the disclosure document disclosing Credit Card Account fees, interest rates and other terms which we provide to you when your Credit Card Account is opened and when we send you new or replacement Cards.

**Transaction** means any use of a Card or Card number to purchase goods or services or make other charges to your Credit Card Account, including purchases made online or using a mobile payment service, as well as Cash Advances, Convenience Cheques and Balance Transfers.

**You or your** means each Cardholder.

## 2. INTRODUCTION

- (a) This Agreement applies to your Credit Card Account, including all Cards associated with your Credit Card Account. This Agreement replaces any prior agreements which governed your Credit Card Account. Signing, using, having a Balance on, selecting a PIN for or activating a Card or accessing or making a payment on your Credit Card Account means that you have received, understood and agreed to this Agreement. For residents of Quebec only: using the card replaces your signature and means that you have received, understood and agreed to this Agreement. The date of the Agreement corresponds to the date the Credit Card Account is first used. The issuance of a credit card by us replaces our signature.
- (b) When any Cardholder makes a Transaction using the Credit Card Account, we are loaning the Primary Cardholder the amount of the Transaction and the Primary Cardholder must repay the Balance in accordance with this Agreement. All Cardholders are bound by this Agreement, but only the Primary Cardholder is liable to repay the Balance. The Primary Cardholder is responsible for both his or her own obligations under this Agreement and those of any Authorized Users. For residents of Quebec only: if there is more than one Cardholder, the obligations of all Cardholders are solidary and indivisible and may be claimed in its entirety from their respective heirs, legatees and assignees.
- (c) For residents of Quebec only:

"Clause required under the Consumer Protection Act.

(Contract extending variable credit for the use of a credit card)

For the purposes of this contract, the sole fact that the card has been issued replaces the merchant's signature and the sole use of the card by the consumer replaces the consumer's signature.

In the event of loss or theft of a credit card, the consumer incurs no liability for a debt resulting from the use of such card by a third person after the issuer of the card has been notified of the loss or theft by telephone, telegraph, notice in writing or by any other means. Even where such notice is not given, the liability of the consumer whose credit card has been lost or stolen is limited to the sum of \$50.

At the end of each period, the merchant, if he has a claim with regard to a consumer, must furnish the latter with a statement of account mailed at least 21 days before the date on which he may exact credit charges if the consumer does not discharge his entire obligation; credit charges for advances of money may start as of the date of the advance up until the date of payment.

The consumer may require the merchant to forward him, without charge, a copy of the vouchers for each of the transactions described in the statement of account.

Until the consumer receives a statement of account at his address, the merchant must not exact credit charges on the unpaid balance, except on advances of money.

It is in the consumer's interest to refer to sections 29, 123, 124, 126 and 127 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur."

### 3. OTHER DOCUMENTS AND AGREEMENTS

- (a) When you first open your Credit Card Account we send you certain documents relevant to your Credit Card Account, including the Summary of Rates and Fees. The Summary of Rates and Fees forms part of this Agreement.
- (b) The Manulife Bank Website Agreement also applies when Manulife Bank online banking or Manulife Bank mobile banking are used in connection with your Credit Card Account. In the event of a conflict between this Agreement and the Manulife Bank Website Agreement, this Agreement will govern to the extent necessary to resolve the conflict.
- (c) If Manulife Bank offers a mobile payment service, separate terms of service for that service will also apply when accessing or using that service.
- (d) You can obtain a current copy of any of these agreements or documents (including the Summary of Rates and Fees) at [www.manulifebank.ca](http://www.manulifebank.ca) or by calling Manulife Bank Credit Card Services.

### 4. YOUR RIGHTS AND RESPONSIBILITIES

- (a) Authorized Transactions. You may use your Credit Card Account to make Transactions, as long as we permit you to do so and you comply with this Agreement. Transactions are authorized if you indicate acceptance of the Transaction through any means acceptable to Manulife Bank including:
  - signing a Transaction receipt or Cash Advance draft;
  - presenting the Card at a merchant terminal which accepts contactless payment cards;
  - using a PIN to complete a Transaction; or
  - using a Card number to complete the Transaction without presenting the Card (including by mail order, telephone, online or mobile).
- (b) PIN Confidentiality. You will keep your PIN(s) absolutely confidential and never disclose your PIN to anyone. If Manulife Bank sends you a PIN on a document, you will immediately destroy the document. You will memorize your PIN rather than keep any written record of it. When you choose a PIN, you agree that you will not use all or any part of any number that can be easily obtained or guessed, such as:
  - your or relative's name, birth date or telephone number; and
  - a number on any of your debit cards, accounts, credit cards or identification (ID) cards that you keep with or near your Card.
- (c) Safeguarding your Card. You will keep your Card safe. This means that at a minimum you will:
  - sign your Card immediately when you receive it;
  - always keep your Card in your possession;
  - take reasonable steps to protect your Card from loss, theft or misuse;
  - activate your Card before using it if required;
  - not allow a person whose name is not embossed on a Card to use a Card or your Credit Card Account;
  - immediately notify us at the numbers set out in paragraph 25 below if your Card is lost or stolen or your Credit Card Account is compromised; and
  - change your PIN immediately and contact us if you know or suspect someone else knows it.
- (d) Pre-Authorized Payment Transactions. If you want to set up pre-authorized payment Transactions with a merchant, you must make those arrangements directly with the merchant. You are responsible for giving the merchant the required information, including telling merchants if your Card details change. However, you agree that if you have set up a pre-authorized payment Transaction with a merchant and your Card number or expiry date changes, we may, but are not required to, provide that merchant with your new Card number or expiry date. We are not liable if any pre-authorized payment Transactions cannot be posted to your Credit Card Account. If you want to stop any pre-authorized payment Transaction, you must contact the merchant and then make sure it has been discontinued.
- (e) Monthly Statements. The Primary Cardholder must ensure that a monthly statement has been received each month and review it. If you find an error or irregularity (including possible unauthorized or fraudulent Transactions), you must tell us within thirty days of the last day of the statement period shown on the front of your monthly statement. If you do not, we may regard the monthly statement as final except for incorrect credits and you may not afterwards make a claim respecting any item shown on that statement.
- (f) Minimum Payment. The Primary Cardholder must ensure that we receive at least the Minimum Payment by the payment due date, even if a monthly statement is not received on time or at all for any reason. For residents of Quebec only: the foregoing provision is replaced with the following: the Primary Cardholder must ensure that we receive at least the Minimum Payment by the payment due date indicated on the monthly statement.
- (g) Return of Cards. You must return all Cards and Convenience Cheques issued on your Credit Card Account to us if we ask you to do so.
- (h) Credentials on Mobile Devices. If you have a mobile payment service enabled on your mobile device, you must ensure that your Credentials are deleted from your mobile device or SIM card:

- before you sell, give away or dispose of your mobile device or SIM card; or
  - immediately if your mobile device or SIM card is lost or stolen.
- (i) Prohibited Use of Card. Manulife Bank may block transactions that it can identify as internet gambling. In addition, you must not use your Card or Credit Card Account:
- for any fraudulent or illegal purpose, including the purchase of any goods or services prohibited by applicable local law where you reside;
  - after the expiry date embossed on the Card; or
  - to pay any amount that you owe to Manulife Bank or a Manulife Bank affiliate, other than a premium in respect of insurance.

## 5. LIABILITY FOR LOSS

- (a) The Primary Cardholder is responsible for all Transactions and any resulting interest, fees and losses incurred that:
- are authorized by a Cardholder;
  - occur after a Cardholder fails to comply with the "PIN Confidentiality" obligations in paragraphs 4(b) above until we receive written or verbal notice from a Cardholder that the Card was lost or stolen (including Transactions which occur using a PIN after a Card is lost or stolen);
  - occur through a mobile payment service after a Cardholder fails to comply with the "Credentials on Mobile Devices" obligations in paragraph 4(h) above until we receive written or verbal notice from a Cardholder that the mobile device or SIM was lost or stolen; or
  - are made by a person other than a Cardholder, if a Cardholder allows the person to use a Card or the Credit Card Account, even if the person was a minor or did not comply with any limitations the Cardholder placed on his or her use.
  - For residents of Quebec only: the Primary Cardholder is not liable for any debt resulting from the use of the Card by a third person after we receive notice – written, verbal or by any other means – from a Cardholder that the Card was lost or stolen. If a Card is lost or stolen, where such notice is not given, Transactions and any resulting interest, fees and losses are limited to the sum of \$50.
- (b) The Primary Cardholder is not liable if a Card is lost or stolen and unauthorized Transactions are made without a PIN or if the Credit Card Account is accessed without a PIN and without authorization by any Cardholder. A Transaction will be considered unauthorized only if: the Card or Credit Card Account has been used by a person other than a Cardholder and without actual or implied consent; no Cardholder receives any benefit from the Transaction; and all Cardholders have fulfilled their obligations under this Agreement.
- (c) If you use Manulife Bank online banking but do not comply with the Manulife Website Agreement, you may be liable for all losses and liabilities that result. For residents of Quebec only: subject to the applicable stipulation for Quebec mentioned under subsection (a).
- (d) You must co-operate fully in any investigation by Manulife Bank and/or the authorities. You may be required to sign or provide additional forms before we can confirm that a Transaction is unauthorized. If we later determine that you authorized a Transaction, we may reverse any provisional credit provided to you and you will be liable for the Transaction and any interest, fees or losses. We may take whatever steps we consider necessary to recover your lost or stolen Cards, including reporting the Cards to the appropriate authorities to facilitate their recovery.
- (e) Paper or electronic evidence is sufficient to establish liability for a Transaction.

## 6. FOREIGN CURRENCY TRANSACTIONS

- (a) We will convert Transactions or credits for returns in a foreign currency to Canadian dollars at the rate of exchange charged to Manulife Bank plus the conversion fee set out in the Summary of Rates and Fees. We will convert a Convenience Cheque or a payment on your Credit Card Account in a foreign currency at our selling rate for Canadian dollars in effect at the time we process the Convenience Cheque or payment.
- (b) This paragraph 6 applies to both credits and debits to your Credit Card Account. Currency conversion may not happen on the day of the Transaction. For credit Transactions made in respect of a prior related Purchase, the Canadian dollar amount credited to your Credit Card Account may be less than the Canadian dollar amount that was originally debited.
- (c) If you are outside Canada and choose an ABM or merchant terminal to pay for a Transaction in Canadian dollars at a specified exchange rate when prompted, that Transaction will be processed by Manulife Bank following the instructions received and the currency conversion rate may be different than set out above.

## 7. CREDIT AND CASH LIMITS

- (a) Credit Limit and Available Credit. The Summary of Rates and Fees will indicate your initial Credit Limit. Your monthly statement will indicate your current Credit Limit as well as your Available Credit as of the date of the monthly statement. You can also obtain information about your Credit Limit through Manulife Bank online banking. Your Credit Limit is shared among all Cards on your Credit Card Account. Once a Transaction is authorized, your Available Credit will decrease by the amount authorized, whether or not you receive the goods or services at that time. We may decrease your Credit Limit at any time without prior notice.

- (b) **Overlimit Events.** We may in our discretion permit you to exceed your Credit Limit by authorizing Transactions, but we are not required to do so even if we have done so in the past. Overlimit fees that apply when this occurs are set out in the Summary of Rates and Fees. The Primary Cardholder is responsible for the entire Balance, whether or not it exceeds the Credit Limit. If you have exceeded your Credit Limit, you may wish to make a payment before your payment due date because we may decide not to authorize any further Transactions after your Credit Limit is exceeded. For residents of Quebec only: the foregoing provision is replaced with the following: you will not be permitted to exceed your Credit Limit by conducting Transactions, except that by entering into this Agreement, you expressly request that we permit you to exceed your Credit Limit solely in the event of pre-authorized payments, returned payments, interest charges or fees owed. If such an event occurs and we agree in our discretion to permit you to exceed your Credit Limit, we will not charge you Overlimit fees.
- (c) **Cash Limit and Available Cash.** We may set a Cash Limit on your Credit Card Account which is less than your Credit Limit. Your monthly statement will indicate your Cash Limit and Available Cash as of the date of the monthly statement. The Cash Limit amount is not additional credit beyond your Credit Limit. If a Cash Advance, Convenience Cheque or Balance Transfer would result in your Cash Limit being exceeded, that Transaction may be declined. Partial Transactions will not be processed. Your Cash Limit may be changed by Manulife Bank at any time without prior notice.

## 8. MONTHLY STATEMENTS

- (a) We are not required to send you a monthly statement in any month where you have not made any Transactions or payments and either (i) your outstanding Balance is zero; or (ii) you have been notified that your Credit Card Account has been suspended or cancelled because your Credit Card Account is not in Good Standing and we have demanded full repayment of your Balance. If, during any three (3) month period your outstanding Balance is less than \$10, you have not undertaken any Transactions or made any payments, and no interest or fees have been charged, we may send you a statement at the end of the three-month period either covering that period or only the last month of that period.
- For residents of Quebec only: we will send you a monthly statement if you have an outstanding Balance on your account.
- (b) We may remove any credits which have been posted in error to your Credit Card Account at any time.
- (c) Statements may not be sent on the same date in each month and the payment due date may not always be the same.
- (d) If we did not receive full payment of your Balance on your last monthly statement, your payment due date on the current monthly statement may be extended by Manulife Bank to give you extra time to make your payment, but interest will continue to accrue during this period. If this occurs, your payment due date will change back to your regular payment due date when we receive your full Balance.

## 9. PAYMENTS

- (a) **Minimum Payment.** Your monthly statement will show your current month's Minimum Payment, which is calculated as described in the Summary of Rates and Fees. We must receive at least the Minimum Payment on or before the payment due date. If we advise you that there is an amount past due on your Credit Card Account, this portion of the Minimum Payment is due immediately. We may offer you the option of not making a Minimum Payment in certain months. If you accept this offer, any regular interest charges will continue to accrue during these months. Failure to make required payments will mean your Credit Card Account is not in Good Standing.
- A credit to your Credit Card Account which is not a payment does not relieve you of the obligation to make a payment if there is any remaining Balance on your Credit Card Account.
- (b) **How to Make Payments.** You may make a payment through Manulife Bank telephone banking, Manulife Bank mobile banking or Manulife Bank online banking, by mail, or at certain other financial institutions which accept payments for Manulife Bank Credit Card Accounts. It will not diminish our rights if we accept late, partial or other payments not made in accordance with this Agreement or if you mark a cheque or money order as being full payment when it is not.
- (c) **Timing of Payments.** Payments are not credited to your Credit Card Account until we have received them. You must choose a payment method which results in your payment being received by us on time.

If we receive a payment after what we consider to be our normal business hours, that payment will be treated as having been received by us on the next business day. If your payment due date falls on a Holiday, we must receive your payment on the first day following the payment due date which is not a Holiday. Payments made by cash or cheque will be subject to customary hold periods. Your Available Credit and your Available Cash may not be adjusted to reflect your payment until a few days after your payment is received. In certain cases, a payment which is received by us by the payment due date may not be reflected on your next monthly statement, but it will be updated on the following monthly statement.

## 10. APPLICATION OF PAYMENTS

Any payments we receive towards your Credit Card Account are first applied towards your Minimum Payment in the following order:

1. interest which has appeared on a monthly statement;
2. fees which have appeared on a monthly statement;
3. Transactions which have appeared on a monthly statement;
4. fees which have not appeared on a monthly statement; and

5. Transactions which have not appeared on a monthly statement.

Your payment will be applied to all items within each of the categories (1) to (5) above in order of interest rate, beginning with the lowest interest rate item(s) within a category and continuing to the highest interest rate item(s) within the category.

If we receive more than your Minimum Payment, the excess amount will be applied to your Remaining Billed Balance by:

1. First, dividing your Remaining Billed Balance into different segments with all items with the same interest rate placed in the same segment (for example, all items at your regular interest rate for Purchases would be placed in one segment, all Convenience Cheques at the same interest rate would be placed in a different segment, etc.).
2. Second, allocating your payment to the various segments in the proportion that each segment represents of the Remaining Billed Balance (for example, if Balance Transfers and Cash Advances at the same interest rate represent 80% of your Remaining Billed Balance, 80% of any amount we receive in excess of your Minimum Payment would be allocated to this segment).

If we have received a payment in excess of your Remaining Billed Balance, the excess will be applied to Transactions which have not yet appeared on a monthly statement using the same process described in this paragraph for the Remaining Billed Balance. Credit balances are applied to unbilled items in the order they are posted to your Credit Card Account.

### Balance Transfers

If you accept a lower interest rate promotional Balance Transfer offer or other special offer, your payments will be applied in accordance with the additional terms and conditions set out in the offer. Refer to "Special Offers" for more details.

### 11. INTEREST

- (a) Interest Rates. Interest is initially charged at the rate set out in the Summary of Rates and Fees. Your current annual and daily interest rates are set out on your monthly statement. We may charge different interest rates on different portions of your Balance.
- (b) Interest on Cash Advances, Balance Transfers and Convenience Cheques. Interest is always charged on Cash Advances, Balance Transfers and Convenience Cheques. Interest is charged on Cash Advances beginning on the day they are taken. For Balance Transfers and Convenience Cheques, interest is charged beginning on the day those Transactions are posted to your Credit Card Account. We stop charging interest on Cash Advances, Balance Transfers and Convenience Cheques on the day we receive a payment which covers the amount of the Transaction, as described in paragraph 10.
- (c) Interest on Purchases. You will not be charged interest on Purchases appearing on a monthly statement if we receive payment for the full Balance shown on that monthly statement by the payment due date. If we do not, then interest charges on these Purchases will appear on your next monthly statement and interest will be charged retroactively on each Purchase from the Transaction date until we receive a payment which covers the Purchase, as described in paragraph 10. Any interest which accrues on Purchases between the date of your last monthly statement and the date we receive the payment will appear on the next monthly statement.
- (d) Fees. Fees are treated like Purchases for the purposes of charging interest.
- (e) How Interest is Calculated. Interest is calculated by multiplying the total interest-bearing portions of your Balance at the end of each day by the daily interest rate applicable to each portion. The daily interest rate is the annual interest rate divided by the number of days in the year. Interest is calculated daily and added to your Balance monthly. We do not charge interest on interest.
- (f) Credit Balances. No interest is paid on credit balances. Credit balances are not deposits and are therefore not insured under the Canada Deposit Insurance Corporation Act.
- (g) Additional Information for residents of Quebec: The minimum payment will be **\$10** plus any interest and fees (not including the annual fee), plus any amount by which the new balance exceeds your Credit Limit, and any amount past due from the prior month. If the new balance is less than **\$10**, the balance is **due in full**. The period between the statement date and due date for payment is at least 21 days. The billing period covered by each statement can be from 20-33 days. Examples of borrowing costs (rounded to the nearest cent) assuming that all charges are purchases bearing interest at the regular rate of 19.99% for Purchases, fees and other charges or 21.99% for Cash Advances for a 30 day month and no other fees, additional payments or other charges are shown in the table below:

		Average Daily Balance			
		\$100.	\$500.	\$1,000.	\$2,000.
Annual Percentage Rate	19.99%	\$1.64	\$8.22	\$16.43	\$32.86
	21.99%	\$1.81	\$9.04	\$18.07	\$36.15

### 12. FEES

The Primary Cardholder agrees to pay the fees which apply to the Credit Card Account from time to time. Fees are not refundable. Charges or fees for optional features provided by third parties (or fees not described in the Summary of Rates



and Fees) are not charged by Manulife Bank, and are treated as Purchases. Notification concerning changes in charges or fees for optional features is subject to the terms and conditions for the optional features.

### **13. SPECIAL OFFERS**

From time to time, we may make special offers to you. The offers can include additional program rewards, the ability to skip payment(s), extend payment due dates or lower interest rates for certain portions of your Balance. A special offer may be for a limited period of time and contain additional terms and conditions. These additional terms and conditions may temporarily override the terms and conditions in this Agreement and if you take any action which indicates that you are accepting a special offer, you will be bound by them. Once the special offer ends, all terms and conditions of this Agreement will apply, including those related to interest and payments.

### **14. CASH-LIKE TRANSACTIONS**

Cash-Like Transactions are treated as Cash Advances and are identified automatically for us by the merchant in accordance with the credit card network rules. Questions about whether any particular Transaction will be a Cash-Like Transaction should be directed to the merchant.

### **15. SPECIAL CARD FEATURES AND REWARDS PROGRAMS**

- (a) We may make special services or benefits available to you including insurance coverage, rewards programs such as a money-back rewards program, and memberships. Some of these services and benefits are features of the Card and are described in the welcome kit that accompanies your new Card. Others must be enrolled in or purchased separately by you. Card services and benefits are subject to additional terms and conditions which may change from time to time and may be cancelled at any time without notice to you. Certain Card services and benefits may be supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the relevant third party regarding any dispute.
- (b) If your Card has a reward program, rewards may not be awarded if your Credit Card Account is not open or not in Good Standing.
- (c) Once we implement a switch from one Card type to another (whether initiated by you or by us), you will cease to earn rewards (if any) associated with your current Card and will begin to earn the rewards (if any) associated with the new Card, which will be subject to the terms and conditions of the new rewards program. Any returns processed after the date of the switch will reduce your rewards in the new rewards program.
- (d) If you enroll in Manulife Bank Balance Protection insurance and the insurer advises us that it paid one or more insurance benefits to Manulife Bank to reduce or pay off your Balance under circumstances where you were not entitled to such benefits under the terms of the insurance policy or they were paid in error, you authorize Manulife Bank to refund to the insurer an amount equal to the improper payment(s) and to add such amounts back to your Balance.

### **16. MERCHANT REFUNDS AND DISPUTES WITH MERCHANTS**

- (a) If a merchant agrees to give you a refund or other credit for a Transaction, we will only credit your Credit Card Account when we receive the merchant's credit voucher. If interest was charged in connection with the Transaction, we will not refund the interest. Debits and credits for Transactions may not appear on your Credit Card Account on or effective the same day as the Transaction.
- (b) If you have a dispute with a merchant about a Transaction, you must attempt to settle it directly with the merchant before contacting us. Although you may contact us to discuss a dispute, we are not obliged to take any action on the dispute unless we are required to do so by law. You must pay for the Transaction in question as shown on the monthly statement; otherwise, you will be charged interest for failing to pay off your full Balance as set out in this Agreement. You may not stop payment on any Transaction.
- (c) We are not liable if we are unable or unwilling to assist you with a merchant dispute for any reason. You agree that in cases where we do attempt to assist you with a merchant dispute, we are subject to credit card network rules which place time limits and other restrictions on Transaction disputes. We are unable to assist you with merchant disputes in respect of a Convenience Cheque. In certain situations, you may be required to sign additional documentation and take additional steps before we can attempt to dispute a Transaction on your behalf. If we choose to provisionally credit your Credit Card Account in respect of a Transaction, we may reverse the credit if we later determine that the credit should not have been made. If a Transaction is reversed, you assign us all rights and claims with respect to the Transaction.

### **17. CONTACTLESS AND MOBILE PAYMENTS**

This Agreement applies to all types of Transactions on your Card, including contactless Transactions and, if Manulife Bank offers a mobile payment service, Transactions using that service. Manulife Bank and/or participating merchants may, in their discretion, establish a maximum dollar limit from time to time for a single contactless or mobile payment Transaction. As a result, you may need to use your physical Card with your PIN to complete a Transaction if you exceed these limits, even if your Credit Card Account is in Good Standing.

### **18. CREDIT CARD ACCOUNTS NOT IN GOOD STANDING**

- (a) If your Credit Card Account is not in Good Standing, it may impact the interest rate, Credit Limit or Cash Limit on your Credit Card Account or result in you losing the benefit of any lower interest rate promotional offers you are participating in.

- (b) If your Credit Card Account is not in Good Standing or if this Agreement or your Credit Card Account have been terminated or suspended, we will suspend or cancel your ability to use the Card or access your Credit Card Account and we may take any or all of the following steps without notifying you:
- refuse to honour any Convenience Cheque or Balance Transfer (whether made before or after termination);
  - require that the total Balance be paid immediately;
  - take appropriate action to collect your Balance, including (i) debiting any deposit account you have with Manulife Bank or an affiliate, or (ii) redeeming all or any portion of any fixed term deposit you have with Manulife Bank or an affiliate whether matured or not, and applying the funds against your Balance; or (iii) For residents of Quebec only: redeeming all or any portion of any matured fixed term deposit you have with Manulife Bank or an affiliate and applying the funds against your Balance;
  - require that you return or destroy all Cards and unused Convenience Cheques;
  - take possession of all Cards and unused Convenience Cheques; and
  - pursue any other remedies available at law.
- (c) You will pay all our legal fees and expenses incurred (to the fullest extent permitted by law) to recover your Balance and take possession of your Cards. For residents of Quebec only: the foregoing provision does not apply.
- (d) If your Credit Card Account has a credit balance and you are not in Good Standing with respect to any other indebtedness you have with Manulife Bank or an affiliate, we may use that credit balance to offset that other indebtedness.
- (e) The following stipulation applies for residents of Quebec only in the event we require that the total Balance be paid immediately.

"Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(i) either remedy the fact that he is in default;

(ii) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur."

## 19. CHANGES

- (a) If you request a switch from your current Card to another type of Manulife Bank card, we may implement the change as soon as we receive it. We may issue Cards to renew your current Card or replace it with a different type of card if your current type of Card is discontinued or for other reasons unless you advise us that you do not want us to do so. Replacement Cards may have different features, benefits or loyalty programs. All cards remain the property of Manulife Bank.
- (b) We may permanently or temporarily change any of the terms of this Agreement, any interest rate(s) and fee(s), any Card features (including loyalty programs) and/or any other items mentioned in the Summary of Rates and Fees at any time without prior notice unless advance notice is required by law. Manulife Bank may notify you of such changes by sending a notice (written or electronic) to the Primary Cardholder, or by posting a notice on [www.manulifebank.ca](http://www.manulifebank.ca). We will send any written notice to the most recent statement mailing address for the Primary Cardholder provided to Manulife Bank. Written notice may be enclosed with or on your monthly statement or sent separately. A change may apply to both the existing Balance, and to any part of your Balance incurred or any activities taking place after the change is made. If you sign, use, select a PIN for or activate a Card, access your Credit Card Account in any way or make a payment on your Credit Card Account after the change is made, it will mean you have accepted the change. For residents of Quebec only: we will provide you with written notice of a proposed change at least 30 days before the change is stated to come into effect in the notice. This notice will contain the new provisions only, or the old and new provisions, and the effective date of the modifications. Should the amendment entail an increase in your obligations or a decrease in our obligations, you may refuse the change by terminating this Agreement without any cost or penalty or cancellation indemnity by notifying us within 30 days of the effective date of the change. Notwithstanding the foregoing, we may increase the credit rate, including the interest rate, as well as the annual fees, upon 30 days' prior notice.
- (c) You will promptly advise us of any changes to the Primary Cardholder's address or any Cardholder names.

## 20. TERMINATION OF THIS AGREEMENT

- (a) The Primary Cardholder may terminate this Agreement at any time by calling or writing Manulife Bank. All Cards on the Credit Card Account will be cancelled upon our receipt of a termination request, but the termination of this Agreement will take effect only when we have received the full Balance.

- (b) We may terminate or suspend this Agreement, your Credit Card Account or any Cards at any time without notifying you in advance if your Credit Card Account is not in Good Standing or for any other reason. For residents of Quebec only: the foregoing provision is replaced with the following: even if your Credit Card Account is in Good Standing, we may terminate this Agreement, your Credit Card Account or any Cards upon 60 days prior written notice.
- (c) If this Agreement or access to your Credit Card Account is terminated or suspended, the Primary Cardholder will continue to be liable for the Balance as of the date of termination or suspension as well as for any Transactions made or authorized on or before the date of termination or suspension but which are posted to your Credit Card Account after that date, and fees, interest and other increases to the Balance which are posted to your Credit Card Account after the date of termination or suspension.

## 21. MISCELLANEOUS

- (a) Credit Card Account Transfer. In the event of the death of the Primary Cardholder, the Credit Card Account may be transferred to an Authorized User who is the Primary Cardholder's spouse or common-law or civil union partner, provided our eligibility requirements are met. Your Credit Card Account and Cards are not otherwise transferable.
- (b) Manulife Bank's Liability.
- (A) If you cannot access your Credit Card Account, your Card is not honoured or a Convenience Cheque or Balance Transfer is not accepted, we are not liable, regardless of whether the reason was within our control or not. You understand and agree that, except as otherwise provided in this Agreement, and in addition to those limitations on Manulife Bank's liability set out elsewhere in this Agreement, we are liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from our performance of our obligations under this Agreement; we will not be liable to you for any other direct damages. In addition, we will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of Manulife Bank, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of Manulife Bank, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.
- (B) For residents of Quebec only: the foregoing provision is replaced with the following: except towards residents of Quebec for damages resulting from Manulife Bank's own act, Manulife Bank will not be liable to you or to any third party for any damages (including loss of profit or revenue, financial loss, loss of business opportunities) resulting directly or indirectly out of this Agreement or the services provided to you.
- (c) Residence. We will determine the Primary Cardholder's place of residence for all purposes based on the home address we have on file at that time.
- (d) Governing Law. This Agreement will be governed by and interpreted in accordance with Canadian law and the laws of the province or territory in which you reside (or of Ontario, if you reside outside Canada). You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with your Cards, Credit Card Account and/or this Agreement.
- (e) Interpretation. When used in this Agreement, the term "including" means "including, but not limited to." The headings in this Agreement are for convenience only and do not affect the interpretation of the rest of the Agreement. When we refer to this Agreement or other agreements or documents, we are referring to this Agreement and those other agreements or documents as they may be amended, replaced or supplemented from time to time.
- (f) Severability and Waiver. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect. Our failure to exercise or delay in exercising any rights does not waive any default or prevent us from enforcing those rights later.
- (g) Survival. Any provision of this Agreement relating to your responsibilities and liabilities or our rights and liabilities will survive termination of the Agreement.
- (h) Limitation Periods. Where permitted by provincial or territorial law, the limitation period for this Agreement is extended to six years.
- (i) Assignment. We may at any time, without notifying you, assign your Credit Card Account, any Balance due under this Agreement, and/or our rights and obligations under this Agreement to any Assignee who will be entitled to all of our rights and will be responsible for our obligations under this Agreement to the extent they are assigned by us. For residents of Quebec only: we may notify you of any assignment as described in this paragraph.
- (j) Language. You have expressly requested that this Agreement and any related documents be drawn up in English. Vous avez expressément exigé que cette Entente et tout document qui s'y rattache, soient rédigés en anglais.

## 22. DISPUTE RESOLUTION WITH MANULIFE BANK

Manulife Bank strives to provide you with the best possible service each time you deal with us. If you have a concern, you can speak with us by calling 1-844-323-7053. You may also email us at [manulife\\_bank@manulife.com](mailto:manulife_bank@manulife.com). If you remain unsatisfied, you can contact the Manulife Bank Ombudsman at:

Office of the Ombudsman  
Manulife Bank of Canada and Manulife Trust Company  
500 King Street North  
PO Box 1602, Stn Waterloo  
Waterloo, ON N2J 4C6

The Manulife Bank complaint handling process is described in full at [www.manulifebank.ca](http://www.manulifebank.ca).

In addition, there are external agencies that monitor Canada's financial industry. You can contact the Ombudsman for Banking Services and Investments (OBSI) whose purpose is to review your complaint if you do not accept the decision of the Manulife Bank Ombudsman. If you have a regulatory complaint or a complaint concerning a voluntary code of conduct or public commitment, you can contact the Financial Consumer Agency of Canada at:

427 Laurier Avenue West, 6th Floor, Ottawa, ON K1R 1B9; [www.canada.ca/en/financial-consumer-agency.html](http://www.canada.ca/en/financial-consumer-agency.html); or 1-866-461-3222.

## 23. VOLUNTARY CODES OF CONDUCT

Manulife Bank has adopted a number of "Voluntary Codes of Conduct and Public Commitments," which are available on [www.manulifebank.ca](http://www.manulifebank.ca).

## 24. YOUR PRIVACY

You acknowledge that all Cardholders on your Credit Card Account may view, obtain or be provided with information about your Credit Card Account, including Transactions, Balance and Available Credit, through any means of communications with Manulife Bank, including discussions initiated by Manulife Bank in respect of possible unauthorized Credit Card Account activity or for other reasons. You also acknowledge that if a Cardholder does not comply with the PIN security rules in paragraph 4(b), other persons may be able to obtain information about your Credit Card Account and we will not be liable to you or any third party for such access to the extent permitted by applicable law.

### PERSONAL INFORMATION STATEMENT

In this Statement, "you" and "your" refer to the applicant(s) or co-applicant(s) who is (are) the account holder(s). "We", "us", "our" and "the Bank" refer to The Manulife Bank of Canada and its related affiliates.

Updates to this Statement and further information about our privacy practices are posted to [www.manulifebank.ca](http://www.manulifebank.ca).

We collect, use, verify and disclose your personal information for identified purposes, and only with your consent, or as permitted or required by law. By signing the application, you give your consent for us to collect, use, and disclose your personal information, as set out in this Personal Information Statement. Any alterations to the consent must be agreed to in writing by the Bank.

### What personal information do we collect?

Depending on the product you have applied for, we collect specific personal information about you such as:

- Identifying information such as your name, address, telephone number(s), email address, your date of birth, occupation, driver's licence, passport number or your Social Insurance Number (SIN)
- Information about how you use our products and services, and information about your preferences, demographics, and interests
- Other personal information we may require to administer our business relationship with you

We use fair and lawful means to collect your personal information.

### Where do we collect your personal information from?

- Your completed applications and forms
- Other interactions between you and the Bank
- Other sources, such as:
  - Your advisor or authorized representative(s)
  - Third parties with whom we deal in issuing and administering your account now, and in the future
  - Your employer or credit reporting agencies
  - Public sources, such as government agencies, and internet sites

### What do we use your personal information for?

We will use your personal information to:

- Help us properly administer the products and services that we provide and to manage our relationship with you
- Confirm your identity and the accuracy of the information you provide

- Evaluate your application, and determine the suitability of our product(s) for you
- Comply with legal and regulatory requirements
- Support and maintain the accuracy and integrity of the credit reporting system
- Understand more about you and how you like to do business with us
- Analyze data to help us make decisions and understand our customers better so we can improve the products and services we provide
- Determine your eligibility for, and provide you with details of, other products or services that may be of interest to you offered by us or our affiliates or select third parties. These could include securities, insurance products, loan and investment products, credit products and reward programs.

#### **Who do we disclose your personal information to?**

- Persons, financial institutions and other parties with whom we deal in issuing and administering your account now, and in the future
- Authorized employees, agents and representatives
- Your advisor and any agency which has entered into an agreement with us and has supervisory authority, directly or indirectly, over your advisor, and their employees
- Any person or organization to whom you gave consent
- Other institutions that may have granted you credit, credit bureaus and personal information agents with respect to your credit or financial history
- People who are legally authorized to view your personal information
- Service providers who require this information to perform their services for us (for example, data processing, programming, data storage, market research, printing and distribution services and investigative agencies)

The abovementioned people, organizations and service providers are both within Canada and jurisdictions outside Canada, and would therefore be subject to the laws of those jurisdictions.

Where personal information is provided to our service providers, we require them to protect the information in a manner that is consistent with our privacy policies and practices.

#### **How long do we keep your information?**

The longer of:

- the time period required by law and by guidelines set by the financial services industry, and
- the time period required to administer the products and services we provide.

#### **Withdrawing your consent**

You may withdraw your consent for us to use your SIN or Business Number, if applicable, for non-tax administration purposes. You may also withdraw your consent for us to use your personal information to provide you with other service or product offerings, excluding those mailed with your statements.

You may not withdraw your consent for us to collect, use, retain or disclose personal information we need to issue or administer the account unless federal or provincial laws give you this right. If you do so, an account may not be issued and we may treat your withdrawal of consent as a request to terminate the account.

If you wish to withdraw your consent, phone the Bank's Credit Card Services at 1-844-323-7053, or write to the Privacy Officer at the address below.

#### **Accuracy and Access**

You will notify us of any change to your contact information. You have the right to access and verify your personal information maintained in our files, and to request any factually inaccurate personal information be corrected, if appropriate. Much of your information is available to you online by accessing your account via the Internet at

<https://client.manulifebank.com/MBCClientUI>. If you have a question, a concern, wish to receive more information about parties who have access to your information or about our privacy policies and procedures, and/or wish to review your personal information in our files or correct any inaccuracies, you may send a written request to:

Manulife Bank of Canada

Privacy Officer

500 King Street N

Waterloo, ON N2J 4C6

Privacy\_office\_canadian\_division@manulife.com

Please note the security of email communication cannot be guaranteed. Do not send us information of a private or confidential nature by email. By contacting us via email you are authorizing us to communicate with you by email.

## 25. CONTACTING US

If you need to reach us for any reason, you can contact Manulife Bank Credit Card Services 24 hours a day, 7 days a week at: 1-844-323-7053 (Canada and U.S.). You can also call us to obtain toll-free numbers for certain countries in addition to Canada and the U.S.; from other countries call +1-647-252-9681 (international).

To report a lost, stolen or misused Credit Card, call us at:

1-844-323-7053 (Canada and U.S.) or +1-647-252-9681 (international).

Other ways to contact us are:

TTY: Call 711 to use Bell Relay Service and enter 1-844-323-7053 when prompted by the operator.

Write to: Manulife Bank of Canada

P.O. Box 1665

Waterloo, ON N2J 5A1

## Rewards Terms and Conditions

If you have a Manulife Bank ManulifeMONEY+™ Visa Infinite\* Card or ManulifeMONEY+™ Visa\* Platinum Card, you agree to the following terms and conditions ("Terms") which form part of your Manulife Bank Credit Card Cardholder Agreement between You and Us. *Capitalized terms* used but not *defined* herein have the meanings assigned to them in the Manulife Bank Credit Card Cardholder Agreement.

### 1. DEFINITIONS

Here are definitions of some of the words used in these Terms:

**ABM** means automatic banking machine.

**Application** means the formal application (whether electronic, online, by telephone, in paper form, or otherwise) made by you for the Credit Card Account and Card(s).

**Authorized User** means a person who has been issued a Card by us under the Credit Card Account at the request of the Primary Cardholder. We reserve the right to limit the number of Authorized Users.

**Balance Transfer** means an amount you transfer to your Credit Card Account which either we have agreed is a Balance Transfer or which you have made in response to a balance transfer offer we have made.

**Card** means a credit card issued by Manulife Bank under your Credit Card Account.

**Cardholder** means the Primary Cardholder and any Authorized Users.

**Cardholder Agreement** means the Manulife Bank Credit Card Cardholder Agreement.

**Cash Advance** means any of the following:

- cash advances from your Credit Card Account taken at a financial institution or an ABM;
- Cash-Like Transactions; and
- using Manulife Bank telephone banking, Manulife Bank mobile banking or Manulife Bank online banking to pay bills or transfer funds from your Credit Card Account.

**Cash-Like Transactions** means Transactions involving the purchase of items directly convertible into cash, including casino gaming chips, money orders, wire transfers, certain lottery tickets and traveler's cheques.

**Convenience Cheque** means a cheque we have supplied for use with your Credit Card Account.

**Credit Card Account** means the Manulife Bank credit card account which we have opened for the Primary Cardholder.

**Good Standing** means a Credit Card Account for which a Minimum Payment is not more than two (2) consecutive monthly statement periods past due, and that is not closed, charged off, or in credit revoked status, all according to our credit risk policies that may change from time to time.

**Manulife Account** means a non-credit card Manulife Bank deposit account, including Advantage Accounts, Manulife One Accounts, or Manulife Select Accounts in your name as sole or joint account holder.

**Manulife Bank, we, our or us** means Manulife Bank of Canada and its subsidiaries.

**Minimum Payment** means the minimum payment in respect of your Credit Card Account that must be paid by the payment due date.

**Net Purchases** means Purchases during a monthly period, less all returns and merchant credits. Net Purchases exclude (i) Cash Advances, (ii) Cash-Like Transactions, (iii) Balance Transfers, (iv) Convenience Cheques, (v) interest charges, (vi) fees, (vii) insurance premiums, and (viii) adjustments.

**Primary Cardholder** means the person who applied for the Credit Card Account and in whose name the Credit Card Account has been opened.

**Purchase** means any Transaction other than a Cash Advance, Balance Transfer or Convenience Cheque.

**Redemption Date** means the day on or around the Statement Date at the end of every quarterly period per calendar year (March, June, September and December) when the Rewards are automatically deposited into your Redemption Destination.

**Redemption Destination** means the account in which your Rewards are credited or deposited.

**Rewards** means the cash-back rewards earned on Net Purchases pursuant to the Rewards Program.

**Rewards Program** means the Manulife Bank rewards program that allows you to earn Rewards as described in these Terms.

**Statement Date** means the last day of the monthly statement period in any given month, as reflected on the monthly statement.

**Transaction** means any use of a Card or Card number to purchase goods or services or make other charges to your Credit Card Account, including purchases made online or using a mobile payment service, as well as Cash Advances, Convenience Cheques and Balance Transfers.

**You or Your** means the Primary Cardholder.

## 2. APPLICATION OF TERMS

These Terms apply to the Rewards Program and they are subject to change in accordance with the "Amendments" section set out below. These Terms should be read in tandem with the Cardholder Agreement.

## 3. ELIGIBILITY

The Rewards Program is automatically available to you if you have a Manulife Bank ManulifeMONEY+ Visa Infinite Credit Card Account or ManulifeMONEY+ Visa Platinum Credit Card Account in Good Standing. It applies to all Net Purchases made by any Cardholder on your Credit Card Account everywhere your Card is accepted, worldwide. The Rewards Program is offered to you at no extra cost and is in addition to the other benefits that come with your Credit Card Account.

## 4. AUTHORIZED USERS AND THE REWARDS PROGRAM

While all Cards are automatically included in the Rewards Program for the purpose of accumulating Rewards, only you, the Primary Cardholder, will receive Rewards to your chosen Redemption Destination. Authorized Users have no rights to Rewards – either against you or us – under these Terms.

## 5. REDEMPTION DESTINATION

When you open your Credit Card Account, you will automatically be enrolled to redeem Rewards as a credit on your Credit Card Account.

In the future, we may offer you the ability to deposit your Rewards into an existing Manulife Account in your name (either as sole or joint account holder) in accordance with these Terms. In order to inquire about the availability of this feature, you may call us at 1-844-323-7053.

## 6. REDEMPTION MECHANISM AND CALCULATION

While you will earn Rewards on Net Purchases on a daily basis, Rewards can only be redeemed on a quarterly basis per calendar year (March, June, September and December). Your monthly statement will show the Rewards earned on Net Purchases for the monthly statement period and the total outstanding Rewards balance for the corresponding quarter. On the Redemption Date, if your Credit Card Account is in Good Standing, the Rewards earned for that quarter will automatically be deposited into your Redemption Destination. If your Credit Card Account is not in Good Standing on the Redemption Date, the redemption of the Rewards earned in that quarter will be deferred until you bring your Credit Card Account into Good Standing on a subsequent Redemption Date. If your Credit Card Account is back in Good Standing on the next Redemption Date, the deferred Rewards will be deposited into your Redemption Destination on that Redemption Date.

Rewards are calculated on the Canadian dollar amount of Net Purchases and rounded to the nearest cent. You cannot take any Rewards to cash. You cannot deposit Rewards to an account held by you at another financial institution.

## 7. HOW YOU EARN REWARDS

Rewards are earned as follows:

### ManulifeMONEY+ Visa Infinite Card

- **3% Rewards Category** – You will earn 3% Rewards on the first \$25,000 of Net Purchases within your 3% annual spending limit each year at merchants classified by Visa Inc. in the Grocery category. Eligible Merchant Classification Codes (MCC) for this category include:
  - Merchants classified as "Grocery Stores and Supermarkets" (MCC 5411)
- **2% Rewards Category** – You will earn 2% Rewards on the first \$25,000 of Net Purchases within your 2% annual spending limit each year at merchants classified by Visa Inc. in the Hotel & Airline category.
  - Merchants in this category include MCC 3000-3298, 3501-3833, 3835, 4411, 4511, 4722, 7011, 7012.
- **1% Rewards Category** – You will earn 1% Rewards on Net Purchases not falling within the Grocery or the Hotel & Airline categories.

You reach your 3% annual spending limit when your total Net Purchases at merchants classified by Visa Inc. in the Grocery category reach \$25,000 in a year. You reach your 2% annual spending limit when your total Net Purchases at merchants classified by Visa Inc. in the Hotel & Airline category reach \$25,000 in a year. The start date for the year is the date on which you opened your Credit Card Account or an anniversary of that date, as the case may be. Note that your monthly statement

will show the total year to date spend in each of the reward categories. Once you have reached your 3% annual spending limit, you will earn Rewards at 1% on Net Purchases at merchants classified by Visa Inc. in the Grocery category until your next account opening anniversary date. Once you have reached your 2% annual spending limit, you will earn Rewards at 1% on Net Purchases at merchants classified by Visa Inc. in the Hotel & Airline category until your next account opening anniversary date.

#### **ManulifeMONEY+ Visa Platinum Card**

- **2% Rewards Category** – You will earn 2% Rewards on the first \$15,000 of Net Purchases within your 2% annual spending limit each year at merchants classified by Visa Inc. in the Grocery category. Eligible Merchant Classification Codes (MCC) for this category include:
  - Merchants classified as “Grocery Stores and Supermarkets” (MCC 5411).
- **1% Rewards Category** – You will earn 1% Rewards on Net Purchases not falling within the Grocery category.

You reach your 2% annual spending limit when your total Net Purchases at merchants classified by Visa Inc. in the Grocery category reach \$15,000 in a year. The start date for the year is the date on which you opened your Credit Card Account or an anniversary of that date, as the case may be. Note that your monthly statement will show the total year to date spend in each of the reward categories. Once you have reached the 2% annual spending limit, you will earn Rewards at 1% on Net Purchases at merchants classified by Visa Inc. in the Grocery category until your next account opening anniversary date.

The following situations are representative of merchants which may not be eligible for Rewards in the Grocery category due to the MCC categorization:

- Purchases at wholesale clubs, alcohol retailers, general merchandise merchants, convenience stores and other merchants whose business is not limited and thus the businesses are not categorized under any eligible merchant category codes;
- Food purchased at discount retailers or specialty retailers such as fish markets and health food stores; and
- If the merchant category for the purchase is not identified to us by Visa Inc. This may happen when the transaction information we receive does not come directly from the merchant.

Manulife Bank is not responsible for how merchants are categorized by Visa Inc. Manulife Bank will not issue new or additional Rewards to you should the merchant from whom you made your purchase not be classified in the category you expected. Further, Manulife Bank will not transfer or re-categorize between different Rewards categories.

#### **8. PROMOTIONAL REWARDS OFFERS**

We may, from time to time, offer special promotions to earn Rewards at a higher rate than those specified above. The Rewards earned through these promotional offers will be included on your monthly statement under “Bonus Promotions” and will be subject to change at any time.

#### **9. RETURNS**

When purchases are returned, any Rewards earned on those purchases (whether or not those Rewards have been redeemed) will be reversed and your Rewards balance will be deducted accordingly.

#### **10. REVERSING AND TERMINATING REWARDS**

We may reverse or terminate any Rewards or pending Rewards issued to you.

#### **11. NEGATIVE REWARDS BALANCE**

If your Rewards balance is negative, the negative balance will carry over to the next monthly statement period and remain negative until you earn enough Rewards to reverse the negative balance.

#### **12. LIMITATIONS**

Cash Advances, Balance Transfers, interest charges, fees, service/transaction charges, payments, credit or debit adjustments and any amount other than Purchases that may be charged to your Credit Card Account do not qualify for Rewards. We may establish other qualifying and non-qualifying transactions from time to time.

Rewards cannot be earned after the date your Credit Card Account is closed or the date the Rewards Program is terminated.

#### **13. REWARDS VERIFICATION**

A section on your Credit Card Account monthly statement will show the amount of Rewards earned, adjusted or credited during the monthly statement period. You can also obtain information by contacting us at 1-844-323-7053. Each month, you are expected to review your Rewards summary and report any discrepancies or concerns you may have within thirty (30) days of your statement date. If you do not, we will deem the Rewards balance to be accurate.

#### **14. TRANSFERRING THE REWARDS BALANCE**

A Rewards balance may not be transferred, consolidated, converted, exchanged, or combined in connection with any other rewards program offered by Manulife Bank. The Rewards balance is not transferable from your Credit Card Account to another Cardholder's Manulife Bank credit card account.



## 15. SUSPENSION AND/OR TERMINATION OF THE REWARDS PROGRAM

We may, without notice to you, suspend or terminate your participation in the Rewards Program, and/or cancel your Rewards balance without compensation to you upon your bankruptcy, or if we have reason to believe that (i) you committed, caused, or allowed a breach of the Cardholder Agreement or these Terms, (ii) you committed or allowed fraud or abuse relating to the Rewards Program, (iii) you misrepresented information to us. For residents of Quebec only: we will provide you with 60 days prior written notice if we terminate your participation in the Rewards Program upon your bankruptcy.

## 16. AMENDMENTS

We may make any changes to the Rewards Program including but not limited to changes to the Rewards percentage rates and amounts, Reward categories, Redemption Destinations and Redemption Date, at any time and without notice to you. We may also change anything in these Terms at any time without notice to you, unless otherwise provided for in these Terms. We may also cancel the Rewards Program at any time without any notice to you.

For residents of Quebec only: we will provide you with written notice of a proposed change at least 30 days before the change is stated to come into effect in the notice. This notice will contain the new provisions only, or the old and new provisions, and the effective date of the modifications. Should the amendment entail an increase in your obligations or a decrease in our obligations, you may refuse the change by terminating your participation in the Rewards Program without any cost or penalty or cancellation indemnity by notifying us within 30 days of the effective date of the change.

## 17. THE IMPACT OF CLOSING YOUR CREDIT CARD ACCOUNT

If your Credit Card Account is in Good Standing at the time of closure, you will have the option to redeem the Rewards that have already posted to your account at the time of account closure. If your Credit Card Account is not in Good Standing, we reserve the right to cancel any Rewards that have yet to be redeemed.

## 18. NO CASH VALUE

Rewards have no cash value until they are credited to or deposited into your Redemption Destination. Rewards do not constitute property of the Cardholder and cannot be transferred or encumbered in any circumstances and, without limitation, cannot be negotiated, attached, pledged, mortgaged or hypothecated and may not be divided or transferred as a part of a domestic agreement, through legal proceedings, or upon death.

## 19. USE OF INFORMATION

We may exchange Rewards Program and Credit Card Account-related information about you with other parties, such as participating partners, merchants or service providers, as required to administer the Rewards Program.

## 20. TAXES

Payment of any taxes related to the Rewards is your responsibility.

# Certificates of Insurance

## Emergency Medical Insurance Certificate of Insurance

### INFORMATION ABOUT *YOUR* INSURANCE

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

Manulife has issued Group Insurance Policy Number 919 to Manulife Bank of Canada to cover *emergency* medical expenses incurred by *you* during *your trip*.

If **you are under (sixty-five) 65 years of age**, *emergency* medical coverage is provided for the first fifteen (15) consecutive days of *your trip*, including *your departure date*.

If **you are (sixty-five) 65 years of age or over**, *emergency* medical coverage is provided for the first three (3) consecutive days of *your trip*, including *your departure date*.

This Certificate of Insurance summarizes the provisions of this group insurance and contains important information. **Please read it and carry it with you during your trip.**

### IN THE EVENT OF AN *EMERGENCY*

You must call the Assistance Centre immediately. *Our* Assistance Centre is there to help *you* 24 hours a day, and is open every day of the year. If *you* are not able to call *our* Assistance Centre, please have someone call on *your* behalf.

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

To contact the Assistance Centre, please call:

1-844-323-7053 toll-free from the USA and Canada

+1 (416) 852-0703 collect to Canada, where available, from anywhere else in the world.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit: <http://Active-Care.ca/TravelAid>.

The TravelAid mobile app can also provide *you* with directions to the nearest medical facility, local emergency telephone numbers (such as 911 in North America), and pre- and post-departure travel tips.

#### 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* Certificate of Insurance before *you* travel, as *your* coverage may be subject to certain limitations or exclusions.
- *Your* Certificate of Insurance may not provide coverage for a *medical condition* and/or symptoms that existed prior to *your* trip. Check to see how this applies in *your* Certificate and how it relates to *your* departure date.
- In the event of an accident, *injury* or sickness, *your* prior medical history may be reviewed when a claim is made.
- If *your* Certificate provides travel assistance, *you* may be required to notify the designated assistance company prior to *treatment*. *Your* Certificate of Insurance may limit benefits should *you* not contact the Assistance Centre.

**This Certificate of Insurance 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.**

#### DEFINITIONS

Italicized words have a specific meaning as explained below.

**Account** means the Manulife Bank credit card account which Manulife Bank has opened for the *primary cardholder*.

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

The intention of such activity is to:

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

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

**Authorized User** means a person who has been issued a card by Manulife Bank under the *Account* at the request of the *primary cardholder*.

**Change in medication** means the medication dosage or frequency has been reduced, increased, stopped and/or new medication(s) has/have been prescribed. **Exceptions:** the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) and there has been no change in *your medical condition*; and, a change from a brand name medication to a generic brand medication of the same dosage.

**Cardholder** means the *primary cardholder* and any *authorized users*.

**Child, Children** means an unmarried, dependent son or daughter travelling with *you*, under the age of twenty (20) years or, if a full-time student, under the age of twenty-five (25) years, also, an unmarried dependent son or daughter of any age if mentally or physically disabled. In addition, the *child* must be a minimum age of thirty (30) days to be covered under this Certificate of Insurance.

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

**Covered expense** means *reasonable and customary charges* you incur for supplies and services which are eligible expenses under the *Emergency Medical Insurance* provisions and which are either in excess of and/or not covered under *your government health insurance plan* or any other plan.

**Departure date** means the date *you* leave *home*.

**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 the Assistance Centre determines that *you* are able to continue *your trip* or return *home*.

**Good Standing** means all *cardholders* on the *account* are in compliance with the Manulife Bank Cardholder Agreement.

**Government health insurance plan (GHIP)** means the health insurance coverage that the provincial or territorial governments provide to residents of Canada.

**Home** means *your* Canadian province or territory of residence.

**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.

**Maximum Covered Days** means fifteen (15) consecutive days if *you* are under (sixty-five) 65 years of age, and three (3) consecutive days if *you* are (sixty-five) 65 years of age or over. Age will be measured as of the date of departure for this purpose.

**Medical attention** means *treatment* required for the immediate relief of an acute symptom or that, according to a *physician*, cannot be delayed until *you* return *home*. It must be ordered by and received during *your trip* from a licensed *physician*, physiotherapist, chiropractor, osteopath, chiropodist or podiatrist.

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

**Medically necessary** in reference to a given service or supply, means such service or supply:

- is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- is not experimental or primarily investigative in nature;
- cannot be delayed until *your* return to *your* Canadian province or territory of residence; and
- is delivered in the most cost-effective manner possible, at the most appropriate level of care and not primarily by reason of convenience.

**Minor mental or emotional disorder** means:

- Having anxiety or panic attacks, or
- Being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your treatment* includes minor tranquilizers or minor anti-anxiety (anxiolytics) medication or no prescribed medication at all.

**Mountaineering** means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pick axes, anchors, bolts, carabiners 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 license, Charter Air Carrier license, or its foreign equivalent, and operated by a certified pilot.

**Pre-existing condition** means a *medical condition* that existed before *your departure date*.

**Primary Cardholder** means the person who applied for the Credit Card *account* and in whose name the Credit Card *account* has been opened.

**Return date** means the date *you* return *home*.

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

**Spouse** means someone to whom the *primary cardholder* is legally married, or with whom the *primary cardholder* has been living in a conjugal relationship for at least one full year.

**Stable medical condition** means that all of the following apply:

- there has been no new symptom(s); and
- existing symptom(s) has not become more frequent or severe; and
- a physician has not determined that the medical condition has become worse; and
- no test findings have shown that the medical condition may be getting worse; and
- a physician has not provided, prescribed, or recommended any new medication, any change in medication; and
- a physician has not provided, prescribed or had a physician recommend any new treatment or any change in treatment; and
- there has been no admission to *hospital* or specialty clinic or specialist; and

- a physician has not advised a visit to a specialist or to have further testing, and there has been no testing for which the results have not been received.

**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 departure date* and *your return date*.

**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 The Manufacturers Life Insurance Company (Manulife).

**You, your** means the *primary cardholder*, the *primary cardholder's spouse* and/or dependent *child(ren)* travelling with the *primary cardholder* or *primary cardholder's spouse* on the same *trip*, an *authorized user*. An *authorized user* does not need to travel with the *primary cardholder* or *primary cardholder's spouse*.

## ELIGIBILITY

To be eligible for this insurance,

- *You* must be a resident of Canada;
- *You* must be covered by *your GHIP*; and
- The *account* must be in *good standing*.

## WHEN YOUR COVERAGE STARTS

Coverage starts each time *you* leave *your* province or territory of residence. Coverage starts on the first:

- Fifteen (15) consecutive days, including the date *you* leave *home* and the date *you* return *home* if *you* are under (sixty-five) 65 years of age.
- Three (3) consecutive days, including the date *you* leave *home* and the date *you* return *home* if *you* are sixty-five (65) years of age or over.

## WHEN YOUR COVERAGE ENDS

Coverage ends on the earliest of:

- The date *you* return *home*;
- When the Group Policy, is cancelled by *us* or Manulife Bank or is amended to no longer provide *emergency* medical insurance;
- The date *you* are no longer eligible for coverage;
- The date the *account* is not in *good standing*;
- When *your maximum number of covered days* has been reached.

## AUTOMATIC EXTENSION

An automatic extension of *emergency* medical coverage is provided if:

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

## TOP-UP

Top-up coverage is available if *you* require additional days. Please call Manulife at 1-888-770-5262 for further information and to purchase additional coverage. Top-up coverage must be purchased prior to *your departure date*. *You* may be required to answer questions about *your* health.

## MEDICAL CONCIERGE SERVICES

As a Manulife Bank Cardholder, *we* are pleased to provide *you* with value-added medical concierge services under this Certificate of Insurance.

What services are available? StandbyMD offers *you*:

- Anywhere *you* travel, telephone access to a qualified *physician* who can assess *your* symptoms and provide *treatment* options;
- In 86 countries and over 4,000 cities, access to *physician* house call visits.

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

- Same-day co-ordination and delivery of lost or forgotten prescription maintenance medication, eyeglasses or contact lenses and medical supplies;

- Referral to medical specialists, chiropractors, dentists, walk-in clinics, urgent care centres or more than 50,000 *hospitals* for evaluation and *treatment*;
- *Physician* co-ordination to an emergency room and whenever possible in select cities, 'Fast Track' *you* through the Emergency Room.

### How does this service work?

The StandbyMD program will assist with co-ordination of payment of eligible expenses, subject to the terms and conditions of the Certificate of Insurance. To access this service, simply call the Assistance Centre.

### Medical Concierge Services provided by

Disclaimer, Waiver, and Limitation of Liability: StandbyMD is not a medical provider. Medical providers utilized by StandbyMD are not employees, agents, nor in any way affiliated with StandbyMD, beyond accepting StandbyMD's referrals. StandbyMD does not have any control, real or implied, over the medical judgment of participating medical providers, nor their actions or inactions. StandbyMD, upon making referrals under this certificate does not assume any responsibility for:

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

*You* 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 *you* obtained after *you* received a referral from StandbyMD.

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

The StandbyMD program is provided by Healthcare Concierge Service, Inc. Manulife and its agents are not responsible for the availability, quality, or results of services provided under the StandbyMD program.

### WHAT DOES EMERGENCY MEDICAL INSURANCE COVER?

*Emergency* Medical Insurance covers *you* for up to \$2,000,000 CDN of *covered expenses* incurred by *you* as a result of *medical attention* required by *you* during *your trip* if a *medical emergency* begins unexpectedly after *you* leave *home*, but only if these *covered expenses* are in excess of any amount covered by *your government health insurance plan* or any other benefit plan. The *medical attention* must be required as part of *your emergency treatment*.

The eligible *covered expenses* are:

#### 1. Expenses for *emergency medical attention* –

*Reasonable and customary charges* for medical care received from a *physician* in or out of a *hospital*; the cost of a semi-private *hospital* room (or an intensive or coronary care unit where *medically necessary*); the rental or purchase (whichever is less) of a *hospital* bed, wheelchair, brace, crutch or other medical appliance; tests that are needed to diagnose or find out more about *your* condition; and drugs that are prescribed for *you* and are available only by prescription from a *physician* or dentist.

#### 2. Private Duty Nursing –

Up to \$5,000 for services of a licensed private duty nurse while *you* are in *hospital*.

#### 3. Expenses for paramedical services –

Care received from a licensed chiropractor, osteopath, physiotherapist, chiropodist or podiatrist, up to \$300 per profession for a covered *injury*.

#### 4. Expenses for ambulance transportation –

*Reasonable and customary charges* for local licensed ambulance service to transport *you* to the nearest appropriate medical service provider in an *emergency*.

#### 5. Expenses for emergency dental *treatment* –

- If *you* need emergency dental *treatment*, we will pay: up to \$200 for the relief of dental pain; and/or
- If *you* suffer an accidental blow to the mouth, we will pay up to \$2,000 for the reasonable and customary charges to repair or replace *your* natural or permanently attached artificial teeth (up to \$1,000 during *your trip* and up to \$1,000 after *your return home*, to continue *medically necessary treatment* in the ninety (90) days after the accident).

#### 6. Expenses to bring someone to *your bedside* –

If *you* are travelling alone and are admitted to a *hospital* for five (5) days or more because of a *medical emergency*, when approved in advance by the Assistance Centre, we will pay the return economy class airfare via the most cost-effective itinerary for someone to be with *you*. We will also pay up to a maximum of \$300 for that person's hotel and meals and cover them with *Emergency* Medical Insurance under the same terms and limitations of this Certificate of Insurance until *you* are medically fit to return *home*. For a *child* insured under this Certificate of Insurance, this benefit is available immediately upon their *hospital* admission.

#### 7. Extra expenses for meals, hotel, and taxi –

If a medical *emergency* prevents you from returning *home* as originally planned, or if *your emergency medical treatment* requires *your* transfer to a location that is different from *your* original destination, we will reimburse you up to \$200 per day to a maximum of \$2,000 for *your* extra meals, hotel, and taxi fares.

#### 8. Expenses related to *your* death –

If you die during *your trip* from an *emergency* covered under this insurance, we will reimburse *your* estate for:

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

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

#### 9. Expenses to bring you home/Emergency Air Transport –

If *your* treating *physician* recommends that you return *home* because of *your emergency* or if *our* medical advisors recommend that you return *home* after *your emergency*, we will pay for one or more of the following:

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

#### 10. Expenses to return *children* under *your* care –

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

#### 11. *Child* care expenses –

We will pay up to a maximum of \$250 for *child* care cost incurred by you during *your trip* to care for *your children* travelling with you and remaining with you at destination while you are hospitalized as an in-patient during *your trip*. Original receipts from the professional *child* care provider are required and the professional *child* care provider must be someone other than *immediate family* or travelling companion.

#### 12. Expenses to return *your vehicle* home –

If, because of a medical *emergency*, you are unable to drive the *vehicle* you used during *your trip*, when approved in advance by the Assistance Centre, we will cover up to \$1,000 charged by a commercial agency to bring *your vehicle* home. If you rented a *vehicle* during *your trip*, we will cover its return to the rental agency.

#### 13. Phone call expenses –

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

#### 14. Legal Referral –

We will provide you with a legal referral only in the event you need assistance in obtaining legal help or bail bond.

### LIMITATION OF COVERAGE

1. In the event of an *emergency*, call the Assistance Centre immediately: 1 844-323-7053 toll-free from the USA and Canada or +1 (416) 852-0703 collect to Canada, from anywhere else in the world.

Please note that if you do not call the Assistance Centre in an *emergency*, you will have to pay 20% of the eligible medical expenses we would normally pay under this Certificate of Insurance.

If it is medically impossible for you to call, please have someone call on *your* behalf.

2. Covered expenses that exceed the *reasonable and customary charges* where the medical *emergency* happens.

3. Terrorism – When an *act of terrorism* directly or indirectly causes an eligible loss under the terms and conditions of this Certificate of Insurance, coverage is available for up to two (2) *acts of terrorism* within a calendar year and up to a maximum aggregate payable limit of \$35 million for all eligible *emergency* medical in-force policies and certificates issued and administered by us. The amount payable for each eligible claim is in excess of all other sources of recovery including alternative or replacement travel options and other insurance coverage. The amount paid for all such claims shall be reduced on a *pro rata* basis so as to not exceed the respective maximum aggregate limit which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the *act(s) of terrorism*.

#### WHAT DOES EMERGENCY MEDICAL INSURANCE NOT COVER?

We will not pay any expenses or benefits relating to:

1. A **pre-existing condition**. Please see the definition of "*pre-existing condition*" and "*stable*" at the beginning of this Certificate of Insurance.

If you are under (sixty-five) 65 years of age, we will not pay any expenses relating to:

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

If you are (sixty-five) 65 years of age or over, we will not pay any expenses relating to:

- a *pre-existing condition* that is not *stable* in the six (6) months before *your departure date*; and/or,
- a heart condition if, in the six (6) months before *your departure date*, any heart condition has not been *stable* or you have taken any form of nitroglycerine for the relief of angina pain; and/or,
- a lung condition if, in the six (6) months before *your departure date*, any lung condition has not been *stable*; or you required *treatment* with oxygen or Prednisone for *your* lung condition.

2. *Covered expenses* that exceed the *reasonable and customary charges* where the medical *emergency* happens.
3. Any *emergency* when, you had not met all of the eligibility requirements.
4. Any non-*emergency*, investigative or elective *treatment* such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.
5. The continued *treatment* of a *medical condition* when you have already received *emergency treatment* for that condition during *your trip* and our medical advisors determine that *your medical emergency* has ended.
6. A *medical condition*:
  - when you knew or for which it was reasonable to expect before you left *home*, or before *departure date*, that you would need or be required to seek *treatment* for that *medical condition*; and/or
  - for which future investigation or *treatment* was planned before you left *home*; and/or
  - which produced symptoms that would have caused an ordinarily prudent person to seek *treatment* in the three (3) months before leaving *home*; and/or
  - that had caused *your physician* to advise you not to travel.
7. An *emergency* resulting from: 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.
8. *Treatment* if you specifically purchased this insurance to obtain such *treatment* whether or not it was authorized by a *physician*.
9. *Your* loss directly or indirectly related to self-inflicted injuries or illnesses.
10. Committing or attempting to commit a criminal act.
11. Not following recommended or prescribed therapy or *treatment*.
12. You have been advised by a *physician* not to travel.
13. Any loss, *injury* or death related to intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.
14. Any loss resulting from *your minor mental or emotional disorder*.
15. a) *Your* routine pre-natal care; b) *your* pregnancy or childbirth or complications thereof when they happen in the nine (9) weeks before or after the expected date of delivery; c) *your* child born during *your trip*.
16. For insured *children* under two (2) years of age, any *medical condition* related to a birth defect.
17. Any benefit that must be authorized or arranged in advance by the Assistance Centre when it has given no authorization or made no arrangement for that benefit.

18. Any *emergency* that occurs or recurs after *our* medical advisors recommend that *you* return *home* following *your emergency treatment*, and *you* choose not to.
19. Death or *injury* sustained while piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
20. Any loss which occurs on the date the *Account* is not in *Good Standing*.
21. Any *act of terrorism* or any medical condition *you* suffer or contract in a specific country, region or city when a Government of Canada Travel Advisory, issued before *your departure date*, advising Canadians to avoid all or nonessential travel to that specific country, region or city. In this exclusion "medical condition" is limited, related or due to the reason for the Travel Advisory.
22. Any *act of terrorism* directly or indirectly caused by, resulting from, arising out of or is in connection with biological, chemical, nuclear or radioactive means.
23. An *act of war*.

#### WHAT SHOULD YOU DO IF YOU HAVE A CLAIM?

Please call the Assistance Centre at the time of *your* medical *emergency*; *you* will receive the necessary claims assistance. If it is medically impossible for *you* to call when the *emergency* happens, *we* ask that someone call on *your* behalf.

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

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

In the event of a claim, *you* will be required to provide proof of *your departure date* and/or *your return date*. Proof can include *your plane* ticket, train ticket, or a stamped passport.

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

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

All amounts shown throughout this Certificate 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?

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

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

Some benefits are not covered if they have not been authorized and arranged by the Assistance Centre.

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

**Failure to Give Notice or Proof of Claim.** Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible and in no event later than one year from the date of the occurrence arising under this certificate, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

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

Claims correspondence should be mailed to:



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

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

#### **WHAT ELSE DO YOU NEED TO KNOW?**

This Certificate of Insurance summarizes *your* coverage under the group policy. The group policy governs. The coverage under this certificate may be cancelled or changed by *us* at any time without notice.

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this Certificate of Insurance.

Neither *we* nor *our* agents or administrators are responsible for the availability, quality or results of any *treatment* or transportation, or for *your* failure to obtain *treatment*.

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

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

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

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

In addition, *we* have full rights of subrogation. In the event of a payment of a claim under this Certificate of Insurance, *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 Certificate of Insurance. *You* will execute and deliver such documents as are necessary and co-operate fully with *us* to allow *us* to fully assert *our* rights. *You* must do nothing to prejudice such rights.

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

**Privacy:** *We* are committed to protecting *your* privacy and the confidentiality of *your* personal information. *We* will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate of Insurance. To protect the confidentiality of *your* personal information, *we* will establish a financial services file from which *your* information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons *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 Manulife's offices. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Accessible formats and communication supports are available upon request. [Visit Manulife.com/accessibility](http://Visit.Manulife.com/accessibility) for more information.

## **Trip Interruption Certificate of Insurance**

### **INFORMATION ABOUT YOUR INSURANCE**

This Certificate of Insurance is underwritten by The Manufacturers Life Insurance Company (Manulife) and First North American Insurance Company (FNA), a wholly owned subsidiary of Manulife. Manulife has appointed Active Claims Management Inc. (operating as Active Care Management) as the provider of all assistance and claims services under this Certificate of Insurance.

Manulife has issued Group Insurance Policy Number 919 to Manulife Bank of Canada to cover *trip* interruption expenses incurred by *you* during *your* *trip*.

This Certificate of Insurance summarizes the provisions of this group insurance and contains important information. **Please read it and carry it with *you* during *your* *trip*.**

### **IN THE EVENT OF A CLAIM**

Please call the Assistance Centre. *Our* Assistance Centre is there to help *you* 24 hours a day, and is open every day of the year.

The Assistance Centre's phone numbers are:

1-844-323-7053 toll-free from the USA and Canada

+1 (416) 852-0703 collect to Canada, where available, from anywhere else in the world.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit: <http://Active-Care.ca/TravelAid>.

#### 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 certificate* before *you* travel, as *your coverage* may be subject to certain limitations or exclusions.
- *Your certificate* may not provide coverage for a *medical condition* and/or symptoms that existed prior to *your trip*. Check to see how this applies in *your certificate* and how it relates to *your departure date*.
- In the event of an accident, *injury* or sickness, *your* prior medical history may be reviewed when a claim is made.
- If *your certificate* provides travel assistance, *you* may be required to notify the designated assistance company prior to *treatment*. *Your certificate* may limit benefits should *you* not contact the Assistance Centre.

**This Certificate of Insurance 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.**

#### DEFINITIONS

Italicized words have a specific meaning as explained below.

**Account** means the Manulife Bank credit card account which Manulife Bank has opened for the *primary cardholder*.

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

The intention of such activity is to:

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

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

**Authorized User** means a person who has been issued a card by Manulife Bank under the *Account* at the request of the *primary cardholder*.

**Cardholder** means the *primary cardholder* and any *authorized users*.

**Change in medication** means the medication dosage or frequency has been reduced, increased, stopped and/or new medication(s) has/have been prescribed. **Exceptions:** the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) and there has been no change in *your medical condition*; and, a change from a brand name medication to a generic brand medication of the same dosage.

**Child, Children** means an unmarried, dependent son or daughter travelling with *you*, under the age of twenty (20) years or, if a full-time student, under the age of twenty-five (25) years, also, an unmarried dependent son or daughter of any age if mentally or physically disabled. In addition, the *child* must be a minimum age of thirty (30) days to be covered under this Certificate of Insurance.

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

**Departure date** means the date *you* leave *home*.

**Good Standing** means all *cardholders* on the *account* are in compliance with the Manulife Bank Cardholder Agreement.

**Home** means *your* Canadian province or territory of residence.

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

**Minor mental or emotional disorder** means:

- Having anxiety or panic attacks, or
- Being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your treatment* includes minor tranquilizers or minor anti-anxiety (anxiolytics) medication or no prescribed medication at all.

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

**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 license, Charter Air Carrier license, or its foreign equivalent, and operated by a certified pilot.

**Per Year** means calendar year.

**Prepaid travel arrangements** means prepaid accommodation, transportation, and recreational arrangements to be used during *your trip* that is non-refundable or transferable.

**Primary Cardholder** means the person who applied for the Credit Card *account* and in whose name the Credit Card *account* has been opened.

**Return date** means the date *you* return *home*.

**Spouse** means someone to whom the *Primary Cardholder* is legally married, or with whom the *Primary Cardholder* has been living in a conjugal relationship for at least one full year.

**Stable medical condition** means that all of the following apply:

- there has been no new symptom(s); and
- existing symptom(s) have not become more frequent or severe; and
- a *physician* has not determined that the *medical condition* has become worse; and
- no test findings have shown that the *medical condition* may be getting worse; and
- a *physician* has not provided, prescribed, or recommended any new medication, any *change in medication*; and
- a *physician* has not provided, prescribed or had a *physician* recommend any new *treatment* or any change in *treatment*; and
- there has been no admission to *hospital* or specialty clinic or specialist; and
- a *physician* has not advised a visit to a specialist or to have further testing, and there has been no testing for which the results have not been received.

**Travel arrangements** means *your* prepaid non-refundable accommodations, transportation, or activities booked for *your* use during *your trip*.

**Travel companion** means someone who shares *trip* arrangements and accommodations with *you*. No more than three (3) individuals (including the insured) will be considered *travel companions* on any one *trip*.

**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 departure date* and *your return date*.

**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) and The Manufacturers Life Insurance Company (Manulife). 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 *primary cardholder*, the *primary cardholder's spouse* and/or dependent *child(ren)* travelling with the *primary cardholder* or *primary cardholder's spouse* on the same *trip*, an *authorized user*. An *authorized user* does not need to travel with the *primary cardholder* or *primary cardholder's spouse*.

## ELIGIBILITY

To be eligible for this insurance,

- *You* must be a resident of Canada;
- *You* must have prepaid for *your travel arrangements* with *your* Manulife Bank Credit Card; and

- The *account* must be in *good standing*.

#### WHEN YOUR COVERAGE STARTS

Coverage starts on *your departure date*.

#### WHEN YOUR COVERAGE ENDS –

Coverage ends on the earliest of:

- The date *you return home*;
- The date the *Primary Cardholder's* Manulife Bank Visa *Account* is cancelled;
- When the Group Policy, is cancelled by *us* or Manulife Bank or is amended to no longer provide interruption insurance;
- The date *you* are no longer eligible for coverage;
- The date the *account* is not in *good standing*.

#### WHAT DOES TRIP INTERRUPTION INSURANCE COVER?

If *your trip* is interrupted and *you* need to return *home* earlier or later than *your scheduled return date* due to a covered event listed below that occurs after *your departure date*. We will pay up to \$2,000 per person with a combined maximum of \$10,000 per *trip*, (\$20,000 overall maximum on the *account per year*), for:

1. The prepaid portion of *your trip* that is non-refundable and non-transferable to another travel date except prepaid unused transportation *home*.
2. The one-way economy class airfare via the most cost-effective itinerary to *your* next destination; or
3. The one-way economy class airfare to return *you home*.

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

1. *You* or *your travel companion* develop(s) a *medical condition* or dies.
2. A member of *your immediate family*, a member of *your travel companion's immediate family* or *your key-person* develops a sudden and unforeseen *medical condition* or dies;
3. The person whose guest *you* will be during *your trip* is unexpectedly admitted to a *hospital* or dies.
4. *You* or *your travelling companion* legally adopting a *child* and the notice of custody is received after *your departure date* and the date of custody is scheduled before *your return date*.
5. *You* or *your travel companion* are called during *your trip*, to service as a reservist, fire-fighter, military or police staff.
6. *You* or *your travel companion* is quarantined or hijacked.
7. *You* or *your travel companion* is unable to occupy *your*/their respective principal residence or to operate *your*/their respective business because of a natural disaster.
8. The Government of Canada issues an "Avoid Non- Essential Travel" or an "Avoid All Travel" travel advisory after *your departure date*, advising or recommending that Canadian residents should not visit a destination included in *your trip*.
9. *You* miss a connection or must interrupt *your trip* because of the delay of *your connecting private passenger vehicle* or *common carrier*, when the delay is caused by the mechanical failure of *your connecting private passenger vehicle* or *common carrier*, a traffic accident, an emergency police-directed road closure or weather conditions, earthquakes or volcanic eruptions. *Your connecting private passenger vehicle* or *common carrier* must have been scheduled to arrive at *your point of boarding* at least two (2) hours before the scheduled time of departure.
10. The *plane you* are ticketed to fly on leaves earlier or later than scheduled.

#### LIMITATION OF COVERAGE

##### Terrorism –

When an *act of terrorism* directly or indirectly causes an eligible loss under the terms and conditions of this certificate, coverage is available for up to two (2) *acts of terrorism* within a calendar year and up to a maximum aggregate payable limit of \$2.5 million for all eligible *Trip* Interruption in-force policies and certificates issued and administered by *us*. The amount payable for each eligible claim is in excess of all other sources of recovery including alternative or replacement travel options and other insurance coverage. The amount paid for all such claims shall be reduced on a *pro rata* basis so as to not exceed the respective maximum aggregate limit which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the *act(s) of terrorism*.

#### WHAT DOES TRIP INTERRUPTION INSURANCE NOT COVER?

We will not pay any expenses or benefits relating to:

1. Any *medical condition* that was not *stable* in the three (3) months before *your departure date*.
2. An event which, when before *your departure date*, *you* or *your travel companion* knew or it was reasonable to expect, may eventually prevent *you* from completing *your trip* as booked.
3. *Trip* Cancellation expenses incurred before *your departure date*.
4. The *medical condition* or death of a person who is ill when the purpose of *your trip* is to visit that person.

5. *Your loss directly or indirectly related to self-inflicted injuries or illnesses.*
6. *Committing or attempting to commit a criminal act.*
7. *Not following a prescribed therapy or treatment.*
8. *Any loss, injury or death related to intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.*
9. *Any loss resulting from your minor mental or emotional disorder.*
10. a) routine pre-natal care; b) pregnancy or childbirth or complications thereof when they happen in the nine (9) weeks before or after the expected date of delivery; c) a child who is born after you leave home.
11. *A medical condition:*
  - *when you knew or for which it was reasonable to expect before your departure date that you would need or be required to seek treatment for that medical condition;*
  - *for which future investigation or treatment was planned before your departure date;*
  - *which caused symptoms that would have caused an ordinarily prudent person to seek treatment in the three (3) months before your departure date; or*
  - *that caused a physician to advise you, before your departure date, not to go on your trip.*
12. *Any non-emergency, investigative or elective treatment such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.*
13. *A travel visa that is not issued because of its late application.*
14. *Failure of any travel supplier which you contract for services. No protection is provided for failure of any travel agent, agency or broker.*
15. *Any loss which occurs on the date the Account is not in Good Standing.*
16. *Any loss or any medical condition you suffer or contract in a specific country, region or city when a Government of Canada Travel Advisory, issued before your departure date, advising Canadians to avoid all or non-essential travel to that specific country, region or city. In this exclusion "loss" and "medical condition" is limited, related or due to the reason for the Travel Advisory.*
17. *Any act of terrorism directly or indirectly caused by, resulting from, arising out of or is in connection with biological, chemical, nuclear or radioactive means.*
18. *An act of war.*

#### **WHAT SHOULD YOU DO IF YOU HAVE A CLAIM?**

Please call the Assistance Centre at the time *your trip* is interrupted; *you* will receive the necessary claims assistance.

*We* will need proof of the cause of the claim, including:

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

*We* will also need, as applicable:

- complete original unused transportation tickets and vouchers;
- original passenger receipts for the new tickets *you* had to purchase;
- the entire medical file of any person whose health or *medical condition* is the reason for *your* claim; and
- any other invoice or receipt supporting *your* claim.
- proof that *your prepaid travel arrangements* were purchased with your Manulife Bank credit card.

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

*We* will pay the covered expenses under this insurance to *you*. In the event of death, any sum payable for loss 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* certificate.

All amounts shown throughout this certificate 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?**

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

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

**Failure to Give Notice or Proof of Claim.** Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible and in no event later than one year from the date of the occurrence arising under this certificate, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

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

Claims correspondence should be mailed to:

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

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

#### **WHAT ELSE DO YOU NEED TO KNOW?**

This Certificate of Insurance summarizes *your* coverage under the group policy. The group policy governs. The coverage under this certificate may be cancelled or changed by *us* at any time without notice.

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this Certificate of Insurance.

This certificate is not assignable.

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

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

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. *We* will co-ordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this insurance to a maximum of the largest amount specified by each insurer.

In addition, *we* have full rights of subrogation. In the event of a payment of a claim under this Certificate of Insurance, *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 Certificate of Insurance. *You* will execute and deliver such documents as are necessary and co-operate fully with *us* to allow *us* to fully assert *our* rights. *You* must do nothing to prejudice such rights.

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

**Privacy:** *We* are committed to protecting *your* privacy and the confidentiality of *your* personal information. *We* will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of *your* personal information, *we* will establish a financial services file from which *your* information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons *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 Manulife's offices. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Accessible formats and communication supports are available upon request. Visit [Manulife.com/accessibility](https://www.manulife.com/accessibility) for more information.

## **Travel Accident Certificate of Insurance**

### **INFORMATION ABOUT YOUR INSURANCE**

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

Manulife has issued Group Insurance Policy Number 919 to Manulife Bank of Canada to cover travel accident expenses incurred by *you* during *your trip*.

This Certificate of Insurance summarizes the provisions of this group insurance and contains important information. **Please read it and carry it with you during your trip.**

#### IN THE EVENT OF A CLAIM

Call the Assistance Centre immediately. *Our Assistance Centre* is there to help *you* 24 hours a day, and is open every day of the year.

The Assistance Centre's phone numbers are:

1-844-323-7053 toll-free from the USA and Canada

+1 (416) 852-0703 collect to Canada, where available, from anywhere else in the world.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit:

<http://Active-Care.ca/TravelAid>.

#### 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* certificate before *you* travel, as *your* coverage may be subject to certain limitations or exclusions.

**This Certificate of Insurance 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.**

#### DEFINITIONS

Italicized words have a specific meaning as explained below.

**Account** means the Manulife Bank credit card account which Manulife Bank has opened for the *primary cardholder*.

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

The intention of such activity is to:

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

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

**Authorized User** means a person who has been issued a card by Manulife Bank under the *Account* at the request of the *primary cardholder*.

**Cardholder** means the *primary cardholder* and any *authorized users*.

**Child, Children** means an unmarried, dependent son or daughter, travelling with *you*, under the age of twenty (20) or, if a full-time student, under the age of twenty-five (25), also, an unmarried dependent son or daughter of any age if mentally or physically disabled. In addition, the *child* must be a minimum age of thirty (30) days to be covered under this Certificate of Insurance.

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

**Departure date** means the date *you* leave *home*.

**Good Standing** means all *cardholders* on the *account* are in compliance with the Manulife Bank Cardholder Agreement.

**Home** means *your* Canadian province or territory of residence. It is 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.

**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.

**Minor mental or emotional disorder** means:

- Having anxiety or panic attacks, or
- Being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your* treatment includes minor tranquilizers or minor anti-anxiety (anxiolytics) medication or no prescribed medication at all.

**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 license, Charter Air Carrier license, or its foreign equivalent, and operated by a certified pilot.

**Primary Cardholder** means the person who applied for the Credit Card *account* and in whose name the Credit Card *account* has been opened.

**Return date** means the date *you return home*.

**Spouse** means someone to whom the *primary cardholder* is legally married, or with whom the *primary cardholder* has been living in a conjugal relationship for at least one full year.

**Trip** means the period of time between *your departure date* and *your return date*.

**Ticket** means the fare paid for travel on a *common carrier*.

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

**You, Your** means the *primary cardholder*, the *primary cardholder's spouse* and/or dependent *child(ren)* travelling with the *primary cardholder* or *primary cardholder's spouse* on the same *trip*, an *authorized user*. An *authorized user* does not need to travel with the *primary cardholder* or *primary cardholder's spouse*.

## ELIGIBILITY

To be eligible for this insurance,

- *You* must be a resident of Canada;
- *You* must have paid for *your ticket* with *your* Manulife Bank Credit Card; and
- The *account* must be in *good standing*.

## WHEN YOUR COVERAGE STARTS

During *your trip*, coverage starts on the earlier of;

- When travelling directly to the airport in a *common carrier* to catch *your* outbound flight as indicated on *your* airline booking confirmation.
- When boarding *your* outbound flight as indicated on *your* airline booking confirmation.

## WHEN YOUR COVERAGE ENDS

During *your trip*, coverage ends on the later of;

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

There is no coverage if;

- The Group Policy is cancelled by *us* or Manulife Bank or is amended to no longer provide Travel Accident Insurance;
- The date *you* are no longer eligible for coverage;
- The date the *account* is not in *good standing*.

## WHAT DOES TRAVEL ACCIDENT INSURANCE COVER?

*We* will cover the following benefits:

1. 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 joints, in the twelve (12) months after the accident, *we* will pay: \$500,000 per covered person under the Travel Accident Insurance.
2. If an accidental bodily *injury* causes *you* to become completely and permanently blind in one eye or have one of *your* limbs fully severed above *your* wrist or ankle joint in the twelve (12) months after the accident, *we* will pay: \$500,000 per covered person under the Travel Accident Insurance.
3. 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 Travel Accident Insurance, the accident giving rise to *your injury* or death must happen: a) while *you* are boarding, disembarking or on a commercial passenger *plane* from which a *ticket* was issued to *you* for *your* entire airline *trip*; 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; c) any *common carrier*, excluding air, licensed to carry passengers for hire during *your trip*.

## WHAT DOES TRAVEL ACCIDENT INSURANCE NOT COVER?

*We* will not pay any expenses or benefits relating to:

1. Piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
2. *Your* loss directly or indirectly related to self-inflicted injuries or illnesses.
3. A criminal act or an attempt to commit such an act by *you* or *your* estate beneficiary.
4. Not following recommended or prescribed therapy or treatment.
5. Any loss, *injury* or death related to intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.
6. Any loss resulting from *your* minor mental or emotional disorder.



7. 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.
8. Any loss which occurs on the date the *Account* is not in *Good Standing*.
9. An *act of war* or *act of terrorism*.
10. Any loss *you* suffer in a specific country, region or city for which the Government of Canada issued a Travel Advisory, before *your departure date*, advising Canadians to avoid all or non-essential travel to that specific country, region or city.

#### **WHAT SHOULD YOU DO IF YOU HAVE A CLAIM?**

Please call the Assistance Centre; *you* will receive the necessary claims assistance.

If *you* are making a 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 twelve (12) months of the accident, *we* will presume that *you* died as a result of *your* injuries.

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

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

All amounts shown throughout this certificate are in Canadian dollars. *We* will not pay for any interest under this insurance.

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

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

#### **WHAT ELSE DO YOU NEED TO KNOW?**

This Certificate of Insurance summarizes *your* coverage under the group policy. The group policy governs. The coverage under this certificate may be cancelled or changed by *us* at any time without notice.

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this Certificate of Insurance.

This certificate is not assignable.

#### **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 Certificate of Insurance, *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 Certificate of Insurance. *You* will execute and deliver such documents as are necessary and co-operate fully with *us* to allow *us* to fully assert *our* rights. *You* must do nothing to prejudice such rights.

If *you* are insured under more than one Certificate of Insurance or 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 Certificate of Insurance. If the total amount of all accident insurance *you* have under policies issued by *us* is more than \$500,000, *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.

**Privacy:** *We* are committed to protecting *your* privacy and the confidentiality of *your* personal information. *We* will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of *your* personal information, *we* will establish a financial services file from which *your* information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons *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 Manulife's offices. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Accessible formats and communication supports are available upon request. Visit [Manulife.com/accessibility](https://www.manulife.com/accessibility) for more information.

## **Flight Delay Certificate of Insurance**

### **INFORMATION ABOUT OUR INSURANCE**

This Certificate of Insurance is underwritten by First North American Insurance Company (FNA), a wholly owned subsidiary of by The Manufacturers Life Insurance Company (Manulife). Manulife has appointed Active Claims Management Inc. (operating as Active Care Management) as the provider of all assistance and claims services under this Certificate of Insurance.

Manulife has issued Group Insurance Policy Number 919 to Manulife Bank of Canada to cover Flight Delay expenses incurred by *you* during *your trip*.

This Certificate of Insurance summarizes the provisions of this group insurance and contains important information. **Please read it and carry it with you during your trip.**

#### IN THE EVENT OF A CLAIM

Please call the Assistance Centre. *Our* Assistance Centre is there to help *you* 24 hours a day, and is open every day of the year.

The Assistance Centre's phone numbers are:

1-844-323-7053 toll-free from the USA and Canada

+1 (416) 852-0703 collect to Canada, where available, from anywhere else in the world.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit:

<http://Active-Care.ca/TravelAid>.

#### 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* certificate before *you* travel, as *your* coverage may be subject to certain limitations or exclusions.

**This Certificate of Insurance 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.**

#### DEFINITIONS

Italicized words have a specific meaning as explained below.

**Air Carrier** means a commercial air service licensed by the airline authority of the country of registration.

**Account** means the Manulife Bank credit card account which Manulife Bank has opened for the *primary cardholder*.

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

The intention of such activity is to:

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

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

**Authorized User** means a person who has been issued a card by Manulife Bank under the *Account* at the request of the *primary cardholder*.

**Cardholder** means the *primary cardholder* and any *authorized users*.

**Child, Children** means an unmarried, dependent son or daughter travelling with *you*, under the age of twenty (20) years or, if a full-time student, under the age of twenty-five (25) years, also, an unmarried dependent son or daughter of any age if mentally or physically disabled. In addition, the *child* must be a minimum age of thirty (30) days to be covered under this Certificate of Insurance.

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

**Departure date** means the date *you* leave home.

**Good Standing** means all *cardholders* on the *account* are in compliance with the Manulife Bank Cardholder Agreement.

**Home** means *your* Canadian province or territory of residence.

**Primary Cardholder** means the person who applied for the Credit Card *account* and in whose name the Credit Card *account* has been opened.

**Return date** means the date *you* return *home*.

**Spouse** means someone to whom the *primary cardholder* is legally married, or with whom the *primary cardholder* has been living in a conjugal relationship for at least one full year.

**Trip** means the period of time between *your* departure date and *your* return date.

**We, us, our** means First North American Insurance Company (FNA).

**You, Your** means the *primary cardholder*, the *primary cardholder's spouse* and/or dependent *child(ren)* travelling with the *primary cardholder* or *primary cardholder's spouse* on the same *trip*, an *authorized user*. An *authorized user* does not need to travel with the *primary cardholder* or *primary cardholder's spouse*.

## ELIGIBILITY

To be eligible for this insurance,

- *You must be a resident of Canada;*
- *You must have paid for your flight with your Manulife Bank Credit Card; and*
- *The account must be in good standing.*

## WHEN YOUR COVERAGE STARTS

Coverage starts as follows:

**Missed Connection** – *When you arrive at your connecting flight's airport, six (6) hours after your scheduled arrival time, due to a delay of your incoming flight and you missed your next connecting flight, and no alternative onward transportation is available to you by the air carrier that caused the delay.*

**Delayed Flight Departure** – *When you arrive at the airport to check in for your outbound flight, and your outbound flight has been delayed six (6) hours, and no alternative transportation is made available to you by the air carrier.*

**Denied Boarding** – *When you have been informed that your confirmed scheduled flight has been overbooked, and no alternative transportation is made available to you by the air carrier within six (6) hours of the scheduled departure time of your original flight.*

## WHEN YOUR COVERAGE ENDS

Coverage ends on the earliest of:

- *The date you arrive home;*
- *The date you arrive at the final destination;*
- *When the Group Policy is cancelled by us or Manulife Bank or is amended to no longer provide Flight Delay insurance;*
- *The date you are no longer eligible for coverage;*
- *The date the account is not in good standing.*

## WHAT DOES FLIGHT DELAY INSURANCE COVER?

*We will cover the following:*

Reimbursement up to an overall of maximum of \$500 per any (1) occurrence, for the reasonable and necessary expenses you incur for commercial lodging, meals and taxi transportation as a result of a Misconnection, Denied Boarding or Delayed Flight Departure when no alternative transportation is made available to you by the air carrier within six (6) hours of your ticketed departure time. If there is more than one (1) covered person making a claim, the maximum payable for all covered persons under this certificate is an aggregate of \$500 per any (1) occurrence.

## WHAT DOES FLIGHT DELAY INSURANCE NOT COVER?

*We will not cover expenses or benefits relating to:*

1. *The insufficient allotment of time for connecting flights according to air carrier's recommendations.*
2. *Any losses incurred at the final destination of the return portion of your trip.*
3. *Any act of war or an act of terrorism.*
4. *Committing or attempting to commit a criminal act.*
5. *You being denied boarding by immigration officials or other authorities.*
6. *Strikes or labour disputes that existed or advanced warning had been given prior to your trip.*
7. *The misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.*
8. *Any loss when a Government of Canada Travel Advisory, issued before your departure date, advising Canadians to avoid all or non-essential travel to that specific country, region or city. In this exclusion "loss" is limited, related or due to the reason for the Travel Advisory.*

## WHAT SHOULD YOU DO IF YOU HAVE A CLAIM?

*Please call the Assistance Centre; you will receive the necessary claims assistance.*

**If you are making a Flight Delay claim,** *we will need proof of the cause of the claim, including: a) a copy of the air carrier's ticket; b) original receipts for the accommodation, meals and taxi; c) any other invoice or receipt supporting your claim and d) the air carrier's written statement substantiating the reason for the delay and confirmation of what time/date your scheduled flight departed on.*

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

*We will pay the covered expenses under this insurance to you. You must repay us any amount paid or authorized by us on your behalf if we determine that the amount is not payable under this certificate.*

*All amounts shown throughout this certificate 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?

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

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

**Failure to Give Notice or Proof of Claim.** Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible and in no event later than one year from the date of the occurrence arising under this certificate, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

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

Claims correspondence should be mailed to:

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

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

## WHAT ELSE DO *YOU* NEED TO KNOW?

This Certificate of Insurance summarizes *your* coverage under the group policy. The group policy governs. The coverage under this certificate may be cancelled or changed by *us* at any time without notice.

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this Certificate of Insurance.

Neither *we* nor *our* agents or administrators are responsible for the availability, quality or results of any transportation. This certificate is not assignable.

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

The plans outlined in this Certificate of Insurance are second payor coverage. If there are other third party liability, group or individual plans or contracts, or any other third party liability insurance in force concurrently herewith, amounts payable hereunder are limited to that portion of *your* expenses, incurred outside the province or territory of residence, that are in excess of the amounts for which *you* are insured under such coverage.

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. *We* will co-ordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this insurance to a maximum of the largest amount specified by each insurer.

In addition, *we* have full rights of subrogation. In the event of a payment of a claim under this Certificate of Insurance, *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 Certificate of Insurance. *You* will execute and deliver such documents as are necessary and co-operate fully with *us* to allow *us* to fully assert *our* rights. *You* must do nothing to prejudice such rights.

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

**Privacy:** *We* are committed to protecting *your* privacy and the confidentiality of *your* personal information. *We* will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of *your* personal information, *we* will establish a financial services file from which *your* information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons *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 Manulife's offices. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

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# Baggage Loss & Delay Certificate of Insurance

## INFORMATION ABOUT *YOUR* INSURANCE

This Certificate of Insurance is underwritten by First North American Insurance Company (FNA), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife). Manulife has appointed Active Claims Management Inc. (operating as Active Care Management) as the provider of all assistance and claims services under this Certificate of Insurance.

Manulife has issued Group Insurance Policy Number 919 to Manulife Bank of Canada to cover the loss of or delay of baggage and effects that belong to *you* and that *you* use during *your trip*.

This Certificate of Insurance summarizes the provisions of this group insurance and contains important information. **Please read it and carry it with *you* during *your trip*.**

## IN THE EVENT OF A CLAIM

Please call the Assistance Centre. *Our* Assistance Centre is there to help *you* 24 hours a day, and is open every day of the year.

The Assistance Centre's phone numbers are:

1-844-323-7053 toll-free from the USA and Canada

+1 (416) 852-0703 collect to Canada, where available, from anywhere else in the world.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit:

<http://Active-Care.ca/TravelAid>.

## IMPORTANT NOTICE – PLEASE READ CAREFULLY

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. Please read and understand *your* Certificate of Insurance as *your* coverage is subject to certain limitations and exclusions.

**This Certificate of Insurance 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.**

## DEFINITIONS

Italicized words have a specific meaning as explained below.

**Account** means The Manulife Bank credit card account which Manulife Bank has opened for the *primary cardholder*.

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

The intention of such activity is to:

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

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

**Authorized User** means a person who has been issued a card by Manulife Bank under the *Account* at the request of the *primary cardholder*.

**Cardholder** means the *primary cardholder* and any *authorized users*.

**Child, Children** means an unmarried, dependent son or daughter, travelling with *you*, under the age of twenty (20) or, if a full-time student, under the age of twenty-five (25), also, an unmarried dependent son or daughter of any age if mentally or physically disabled. In addition, the *child* must be a minimum age of thirty (30) days to be covered under this Certificate of Insurance.

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

**Departure date** means the date *you* leave *home*.

**Good Standing** means all *cardholders* on the *account* are in compliance with the Manulife Bank Cardholder Agreement.

**Home** means *your* Canadian province or territory of residence.

**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 license, Charter Air Carrier license, or its foreign equivalent, and operated by a certified pilot.

**Primary Cardholder** means the person who applied for the Credit Card *account* and in whose name the Credit Card *account* has been opened.

**Return date** means the date *you* return home.

**Spouse** means someone to whom the *primary cardholder* is legally married, or with whom the *primary cardholder* has been living in a conjugal relationship for at least one full year.

**Trip** means the period of time between *your departure date* and *your return date*.

**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).

**You, Your** means the *primary cardholder*, the *primary cardholder's spouse* and/or dependent *child(ren)* travelling with the *primary cardholder* or *primary cardholder's spouse* on the same *trip*, an *authorized user*. An *authorized user* does not need to travel with the *primary cardholder* or *primary cardholder's spouse*.

## ELIGIBILITY

To be eligible for this insurance,

- *You* must be a resident of Canada;
- *You* must have paid for *your* ticket with *your* Manulife Bank Credit Card; and
- The *account* must be in *good standing*.

## WHEN YOUR COVERAGE STARTS

Coverage starts on *your departure date*.

## WHEN YOUR COVERAGE ENDS

Coverage ends on the earliest of:

- The date *you* return home;
- When the Group Policy, is cancelled by *us* or Manulife Bank or is amended to no longer provide baggage loss & delay insurance;
- The date *you* are no longer eligible for coverage;
- The date the *account* is not in *good standing*.

## WHAT DOES BAGGAGE LOSS & DELAY INSURANCE COVER?

Baggage Loss & Delay Insurance covers the loss of or delay of *your* baggage and effects that belong to *you* and that *you* use during *your trip*. *We* will reimburse:

1. *You* for any item or set of items which is lost during *your trip*. Jewellery or cameras (including camera equipment) are, respectively, each considered a single item.
2. *You* for necessary toiletries and clothing when *your* checked luggage is delayed by the carrier for at least six (6) hours while *you* are en route.

The total benefits payable in respect to benefits 1 and 2 are combined and subject to a maximum of \$500 per person per *trip* to an overall maximum of \$2,000 per *trip*.

## WHAT DOES BAGGAGE LOSS & DELAY INSURANCE NOT COVER?

*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, eyeglasses 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. Loss resulting from wear and tear, deterioration, defect, mechanical breakdown, *your* imprudence or omission.
3. Unaccompanied baggage; unattended personal property; any personal property left in an unattended *vehicle*, unlocked trunk; any jewellery or camera placed in the custody of a *common carrier*; any personal electronic device such as a mobile phone, laptop, or tablet.
4. In instances of theft, losses unreported to authorities.
5. Any loss at a destination when, prior to *your departure date* for that destination, the Government of Canada issued a Travel Advisory, advising Canadians to avoid all or non-essential travel to that country, region or city anytime during *your* coverage period.
6. Any loss which occurs on the date the *account* is not in *good standing*.
7. An *act of war* or an *act of terrorism*.

## WHAT SHOULD YOU DO IF YOU HAVE A CLAIM?

Please call the Assistance Centre; *you* will receive the necessary claims assistance.

If *you* are making a Baggage Loss & 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 *common carrier*.
3. *We* cover the current actual cash value of *your* property when it is lost. *We* also reserve the option to repair or replace *your* property with other of similar kind, quality and value. If a lost 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:
  - copies of reports from the authorities as proof of loss or delay; and
  - proof that *you* owned the articles, and receipts for their replacement
  - proof of *your* relationship to the *primary cardholder* (if *we* determine applicable)

In the event of a claim, *you* will be required to provide proof of *your departure date* and *your return date*. Proof can include *your plane* ticket, train ticket, and a stamped passport.

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

*We* will pay the covered expenses under this insurance to *you*. *You* must repay *us* any amount paid or authorized by *us* on *your* behalf if *we* determine that the amount is not payable under this certificate.

All amounts shown throughout this certificate 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?**

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

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

**Failure to Give Notice or Proof of Claim.** Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible and in no event later than one year from the date of the occurrence arising under this certificate, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

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

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

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

#### **WHAT ELSE DO *YOU* NEED TO KNOW?**

This Certificate of Insurance summarizes *your* coverage under the group policy. The group policy governs. The coverage under this certificate may be cancelled or changed by *us* at any time without notice.

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this Certificate of Insurance.

Neither *we* nor *our* agents or administrators are responsible for the availability, quality or results of any transportation.

This certificate is not assignable.

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

The plan outlined in this Certificate of Insurance is second payor coverages. If there are other third party liability, group or individual, or contracts, or any other third party liability insurance in force concurrently herewith, amounts payable hereunder are limited to that portion of *your* expenses, incurred outside the province or territory of residence, that are in excess of the amounts for which *you* are insured under such coverage.

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. We will co-ordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this Certificate of Insurance to a maximum of the largest amount specified by each insurer.

In addition, we have full rights of subrogation. In the event of a payment of a claim under this Certificate of Insurance, 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 Certificate of Insurance. *You* will execute and deliver such documents as are necessary and co-operate fully with us to allow us to fully assert *our* rights. *You* must do nothing to prejudice such rights.

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

**Privacy:** We are committed to protecting *your* privacy and the confidentiality of *your* personal information. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of *your* personal information, we will establish a financial services file from which *your* information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons *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 Manulife's offices. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Accessible formats and communication supports are available upon request. Visit [Manulife.com/accessibility](http://Manulife.com/accessibility) for more information.

## Rental Vehicle Damage Certificate of Insurance

### INFORMATION ABOUT YOUR INSURANCE -

This Certificate of Insurance is underwritten by First North American Insurance Company (FNA), a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife). Manulife has appointed Active Claims Management Inc. (operating as Active Care Management) as the provider of all assistance and claims services under this Certificate of Insurance.

Manulife has issued Group Insurance Policy Number 919 to Manulife Bank of Canada to cover expenses related to *Rental Vehicle* Damage.

This Certificate of Insurance summarizes the provisions of this group insurance and contains important information. **Please read it and carry it with you during your trip.**

### IN THE EVENT OF A CLAIM

Please call the Assistance Centre. *Our* Assistance Centre is there to help *you* 24 hours a day, and is open every day of the year.

The Assistance Centre's phone numbers are:

**1-844-323-7053** toll-free from the USA and Canada

**+1 416-852-0703** collect to Canada, where available, from anywhere else in the world.

Immediate access to the Assistance Centre is also available through its TravelAid mobile app. To download the app, visit: <http://Active-Care.ca/TravelAid>.

### IMPORTANT NOTICE – PLEASE READ CAREFULLY

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. Please read and understand *your* policy Certificate of Insurance as *your* coverage may be subject to certain limitations or exclusions.

**This Certificate of Insurance 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.**

### DEFINITIONS

Italicized words have a specific meaning as explained below.

**Account** means the Manulife Bank credit card account which Manulife Bank has opened for the *primary cardholder*.

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

The intention of such activity is to:

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



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

**Authorized User** means a person who has been issued a card by Manulife Bank under the *Account* at the request of the *primary cardholder*.

**Cardholder** means the *primary cardholder* and any *authorized users*.

**Good Standing** means all *cardholders* on the *account* are in compliance with the Manulife Bank Cardholder Agreement.

**Home** means *your* Canadian province or territory of residence.

**Primary Cardholder** means the person who applied for the Credit Card *account* and in whose name the Credit Card *account* has been opened.

**Rental vehicle** means a private passenger automobile, minivan, self-propelled mobile home, self-propelled camper truck or self-propelled trailer that *you* use during *your* trip and rent, under a written contract, from a commercial rental agency licensed under the laws of its jurisdiction. We do not mean any of the following: truck, van, bus, sport utility vehicle while *you* use it off road, automobile designed and manufactured primarily for off-road use while it is being used off road, motorcycle, moped, motorbike, recreational vehicle (other than self-propelled motor homes), all-terrain vehicle, non self-propelled camper, non self-propelled trailer, automobile that is more than 20 years old, limousine, or exotic vehicle of these or similar makes: Aston Martin, Bentley, Ferrari, Porsche or Rolls Royce.

**Return date** means the date *you* return *home*.

**Spouse** means someone to whom the *primary cardholder* is legally married, or with whom the *primary cardholder* has been living in a conjugal relationship for at least one full year.

**We, us, our** means First North American Insurance Company (FNA).

**You and your** mean an *authorized User*, the *primary cardholder*, or the *primary cardholder's spouse*.

## ELIGIBILITY

To be eligible for this insurance:

- *You* must be a resident of Canada;
- *You* must have a valid driver's licence during the rental period;
- *You* must have paid for the entire cost of the *rental vehicle* using *your* Manulife Bank Credit Card; and
- The *account* must be in *good standing*.

## WHEN YOUR COVERAGE STARTS

Coverage starts when *you* legally assume control of the *rental vehicle* as indicated on *your* rental contract.

## WHEN YOUR COVERAGE ENDS

Coverage ends on the earliest of:

- The date *you* return *home*;
- The date the rental agency reassumes control of the *rental vehicle* or the rental contract ends;
- Forty-eight (48) consecutive days after the rental contract started;
- When the Group Policy is cancelled by *us* or Manulife Bank or is amended to no longer provide *rental vehicle* insurance;
- The date *you* are no longer eligible for coverage;
- The date the *account* is not in *good standing*.

## WHAT DOES RENTAL VEHICLE DAMAGE INSURANCE COVER?

We will cover the following:

1. Up to \$85,000 for the liability imposed upon *you* by law or assumed by *you* under the *rental vehicle* agreement, and resulting from physical loss or damage to a *rental vehicle* while it is under *your* care, custody and control, or that of a person who is permitted to operate the *rental vehicle* under the rental agreement; for the number of days of coverage purchased, up to a maximum of 48 consecutive days.
2. Benefits include: a) *our* investigation, negotiation or settlement of *your* claim on *your* behalf and as we deem appropriate, b) *our* defending in *your* name, on *your* behalf and at *our* cost, any civil action brought against *you* on *account* of the loss or damage to the *rental vehicle*, c) *our* payment of all costs assessed against *you* in any civil action we defend and any interest accruing after judgment upon that part of the judgment that is within the limit of the insurer's liability, and d) *our* payment of towing costs, general average, salvage, fire department charges, customs duties and reasonable costs for loss of use of the *rental vehicle* for which *you* are responsible.
3. Coverage is valid only if *you* book *your rental vehicle* from a duly authorized and licensed commercial car rental agency.
4. If the commercial rental agency requires it, *you* must examine the *rental vehicle* and record, in writing, all existing damages before accepting the *rental vehicle*, and keep a copy of that damage record in case *you* have a claim.

## WHAT DOES RENTAL VEHICLE DAMAGE INSURANCE NOT COVER?

We will not cover expenses or benefits relating to:

1. Contents of the *rental vehicle*, liability other than for loss of or damage to the *rental vehicle*, or expenses assumed or waived by the *rental vehicle* agency or its insurers or payable under any other insurance.
2. Loss or damage arising from, caused by or contributed to by driving or operation of the *rental vehicle* by *you* or any other person while a) under the influence of intoxicating substances, b) participating in a speed test or contest, c) carrying passengers for compensation or hire, d) being used for commercial delivery, transporting contraband or illegal trade, or e) in violation of the terms of the *rental vehicle* agreement.
3. Loss or damage arising from, caused by, or contributed to by: a) the mechanical failure or breakdown of any part of the *rental vehicle*, rusting, corrosion, wear and tear, gradual deterioration, inherent defect, or freezing; b) the conversion or any dishonest act committed by *you* or any other party of interest, *your* employees or agents, or any person to whom the property may be entrusted (bailees for hire excepted); c) *your* failure to preserve or protect the property, or *your* neglect or abuse of the property; or d) contamination by radioactive material.
4. An *act of war* or *act of terrorism*.
5. Third party liability, meaning *you* injure someone else or damage their property as a result of the motor vehicle accident.
6. Personal injury.
7. Damage to property (except the *rental vehicle* itself or its equipment).
8. A replacement vehicle for which *your* personal automobile insurance is covering all or part of the cost of the rental.
9. Any loss when a Government of Canada Travel Advisory, is issued before *your departure date*, advising Canadians to avoid all or non-essential travel to that specific country, region or city.
10. Any *rental vehicle* with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over eighty-five thousand dollars Canadian (\$85,000 CDN).

## WHAT SHOULD YOU DO IF YOU HAVE A CLAIM?

Please call the Assistance Centre, where *you* will receive the necessary claims assistance.

If *you* are making a **Rental Vehicle Damage Insurance claim**, the following conditions apply:

1. We will need: a) *your rental vehicle* invoice, b) *your* rental agreement with the record of the damages that existed when *you* picked up the *rental vehicle*, c) the police report and *rental vehicle* agency report, and d) an estimate of repair costs or the repair bill.
2. *You* must not undertake any repairs other than those that are immediately necessary for the protection of the *rental vehicle* from further loss or damage, nor remove any physical evidence of the loss or damage without *our* consent.

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

We will pay the covered expenses under this insurance to *you* or the provider of the service. *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* certificate.

All amounts shown throughout this certificate 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?

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

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

**Failure to Give Notice or Proof of Claim.** Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible and in no event later than one year from the date of the occurrence arising under this certificate, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

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

Claims correspondence should be mailed to:

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

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

### **WHAT ELSE DO YOU NEED TO KNOW?**

This certificate of Insurance summarizes *your* coverage under the group policy. The group policy governs. The coverage under this certificate may be cancelled or changed by us at any time without notice.

This insurance is void in the case of fraud or attempted fraud, or if *you* conceal or misrepresent any material fact or circumstance concerning this Certificate of Insurance.

This certificate is not assignable.

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

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

Total benefits paid to *you* by all insurers cannot exceed *your* actual expenses. We will co-ordinate the payment of benefits with all insurers who provide *you* with benefits similar to those provided under this Certificate of Insurance to a maximum of the largest amount specified by each insurer.

In addition, we have full rights of subrogation. In the event of a payment of a claim under this Certificate of Insurance, 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 Certificate of Insurance. *You* will execute and deliver such documents as are necessary and co-operate fully with us to allow us to fully assert *our* rights. *You* must do nothing to prejudice such rights.

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

**Privacy:** We are committed to protecting *your* privacy and the confidentiality of *your* personal information. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of *your* personal information, we will establish a financial services file from which *your* information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons *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 Manulife's offices. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

Accessible formats and communication supports are available upon request. Visit [Manulife.com/accessibility](http://Manulife.com/accessibility) for more information.

## **Purchase Protection and Extended Warranty Certificate of Insurance**

This Certificate of Insurance contains information about your insurance. Read it carefully and keep it in a safe place.

Purchase Protection Benefits and Extended Warranty coverages are underwritten by First North American Insurance Company, a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife), under Group Master Policy No. 919.

This Certificate describes coverage under a non-participating Group Master Policy issued to Manulife Bank (herein called the "Policyholder").

This Group Master Policy provides the insurance described below for Manulife Bank Cardholders. The records maintained at the offices of the Policyholder as to who is a Cardholder and as to the status of his/her Credit Card Account will determine the insurance provided under this Group Master Policy. The terms and conditions of the insurance under Group Master Policy No. 919 are summarized in this Certificate. In addition, the benefits are subject to all of the terms and conditions of the Group Master Policy, which is on file with the Policyholder.

No person is eligible for coverage under more than one certificate of insurance under the Group Master Policy. In the event that any person is recorded by the Insurer as an "Insured Person" under more than one such certificate or policy, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Please refer to the definitions section for the meanings of all capitalized terms.

## 1. DEFINITIONS

**"Authorized User"** means a person who has been issued a Card by the Policyholder under the Credit Card Account at the request of the Primary Cardholder.

**"Card"** means a credit card issued by the Policyholder under the Credit Card Account.

**"Cardholder"** means the Primary Cardholder and any Authorized Users.

**"Cardholder Agreement"** means the agreement made between the Cardholder and the Policyholder with respect to the Manulife Bank Card, as the same may be amended from time to time.

**"Certificate"** means this Certificate of Insurance.

**"Credit Card Account"** means the Manulife credit card account which the Policyholder has opened for the Primary Cardholder.

**"Dollars"** and **"\$"** mean Canadian dollars.

**"Effective Date"** means the date You are enrolled for coverage by Manulife Bank, which is the date that You became a Cardholder.

**"Good Standing"** means all Cardholders on the Credit Card Account are in compliance with the Cardholder Agreement.

**"Insured Person"** means an eligible Cardholder in Good Standing.

**"Mysterious Disappearance"** means the article of personal property which is the subject of the claim cannot be located, and the circumstances of its disappearance cannot be explained, or do not lend themselves to a reasonable inference that a theft occurred.

**"Policy"** means Group Master Policy No. 919 issued by First North American Insurance Company to the Policyholder.

**"Policyholder"** means Manulife Bank.

**"Primary Cardholder"** means the person who applied for the Credit Card Account and in whose name the Credit Card Account has been opened.

**"We," "Us," "Our"** or **"Insurer"** means First North American Insurance Company.

**"You"** or **"Your"** means the Cardholder.

## 2. PURCHASE PROTECTION BENEFITS

The Purchase Protection benefit automatically applies when You charge the full cost of eligible personal property to Your Credit Card Account. No registration is needed.

Purchase Protection benefits are available automatically to protect new items of personal property purchased by a Cardholder with a Manulife Bank Card for ninety (90) days from the date of purchase against risk of direct physical loss, theft or damage, anywhere in the world. Items which the Cardholder gives as a gift are also covered, however, the Cardholder, not the recipient of the gift, must make any claim for benefits.

**Limitations and Exclusions:** Purchase Protection benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are supplemental to your current applicable insurance. Claims must be made under that insurance before making a claim under this Certificate.

Purchase Protection benefits are not available in respect to the following items:

- (a) items lost or stolen from a public or unoccupied place unless they are locked up and/or are continuously attended to;
- (b) mail order purchases or items in the care or custody of shippers until delivered and accepted by the Cardholder;
- (c) items lost or stolen from personal vehicles;
- (d) items purchased used, rebuilt or remanufactured;
- (e) perishables such as food, liquor;
- (f) goods consumed in use;
- (g) jewellery, gems, watches, furs or garments trimmed with fur lost or stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or the Cardholder's travelling companion (with the Cardholder's knowledge);
- (h) tickets, cash or equivalents (whether paper or coin), bullion, negotiable instruments (including but not limited to gift cards and gift certificates), traveler's cheques or other numismatic property;
- (i) automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, all-terrain vehicles (ATV), riding lawn mowers, golf carts, lawn tractors, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories attached to or mounted on such property;
- (j) services;
- (k) golf balls;
- (l) animals, fish, birds or living plants; or
- (m) any and all items purchased and/or used by or for a business or for commercial gain;

The Cardholder will be entitled to receive no more than the original purchase price of the protected item as recorded on the Manulife Bank Card statement and sales receipt. Where a protected item is part of a pair or set, the Cardholder will receive no more than the value of the particular part or parts lost, stolen or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.

The Insurer, at its sole option, may elect to compensate the Cardholder for:

- (a) the repair, rebuild or replacement of the item lost or damaged (whether wholly or in part), upon notifying the Cardholder of its intentions to do so within sixty (60) days following receipt of the required proof of loss, or
- (b) the item lost or damaged, not exceeding the lesser of the original purchase price or the replacement or repair cost, and subject to the exclusions, terms and limits of liability as set out in this Certificate.

(See Claims and General Provisions.)

### 3. EXTENDED WARRANTY BENEFITS

The Extended Warranty benefit applies when You charge the full cost of eligible personal property or gift items to Your Credit Card Account. No registration is required.

Extended Warranty benefits are available automatically to provide Cardholders with double the period of repair services otherwise provided by the original manufacturer, in accordance with the terms of the original manufacturer's warranty (excluding any Extended Warranty offered by the manufacturer or any third party).

Your Extended Warranty commences immediately following the expiry of the original manufacturer's warranty to a maximum of one (1) full year on most items purchased new in Canada, or purchased new worldwide with a Manulife Bank Card if there is a warranty valid in Canada. In all cases, automatic coverage is limited to original manufacturer's warranties of ten (10) years or less.

Items which the Cardholder gives as a gift are also covered; however, the Cardholder, not the recipient of the gift, must make any claim for the benefits.

**Limitations and Exclusions:** The Extended Warranty ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

In addition to any exclusion which may be set out in the manufacturer's warranty, this Extended Warranty does not cover:

- (a) computer accessories, printers and scanners, peripherals, or software;
- (b) used and/or pre-owned, rebuilt or remanufactured items;
- (c) automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, all-terrain vehicles (ATV), riding lawn mowers, golf carts, lawn tractors, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
- (d) willful acts or omissions and improper installation or alteration;
- (e) living plants;
- (f) inherent product defects; or
- (g) items purchased and/or used by or for a business or for commercial gain.

The Extended Warranty will only apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a protected item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. Therefore, if the original manufacturer's warranty did not have the option for replacement instead of repair, this Extended Warranty will not have the option of replacement.

(See Claims and General Provisions.)

### 4. GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions are applicable to both Purchase Protection and Extended Warranty coverages:

Loss, theft or damage resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, damage resulting from normal wear and/or tear, natural disasters, floods, earthquakes, radioactive contamination, Mysterious Disappearance and loss resulting from inherent product defects are not covered. Consequential damages, including but not limited to bodily injury, property damages, punitive or exemplary damages, and attorney's fees are not covered.

**Benefit Amount:** There is a maximum of \$10,000 per incident with a combined lifetime maximum of \$60,000 per Credit Card Account for Purchase Protection and Extended Warranty claims combined.

**Other Insurance:** Purchase Protection and Extended Warranty coverage is in excess of all other applicable valid warranty, insurance, indemnity or protection available to the Cardholder in respect of the item subject to the claim. The Insurer will be liable only for the excess of the amount of the loss, theft or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other coverage has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

## 5. CLAIMS

### Notice of Loss/Proof of Loss/Payment of Claim:

The Cardholder shall call the Insurer at 1-888-770-5262 immediately after learning of any loss or occurrence. The Insurer, upon receipt of such notice of claim by telephone call, will furnish to the Cardholder appropriate claim forms. The Cardholder must keep copies of receipts and other documents described herein to file a valid claim.

The Cardholder must, within ninety (90) days from the date of the loss or occurrence, complete and sign an Insurer Claim Form, which will be provided by the Insurer, and return it to the Insurer at the following address:

Manulife Bank Visa Insurance Claims, c/o Manulife  
P.O. Box 11023, STN Centre-Ville  
Montreal, QC H3C 4V7.

### Information required for the claim form

You will be required to submit sufficient documentary evidence to support your claim. This may include, but is not limited to, detailed vendor sales receipt, Card statement, loss report (if applicable), copy of the original manufacturer's warranty, repair estimate, photographs, etc. Additional information may be required upon receipt of your claim form package for each claim.

Failure to furnish such claim package within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide such claim form within such time, provided it is furnished within one (1) year from the date on which the loss occurred.

Prior to proceeding with any repair services the Cardholder must notify and obtain approval of the repair services and repair facility from the Insurer. At the Insurer's sole discretion, the Cardholder may be required to send, at his or her own expense, the damaged item on which a claim is based to an address designated by the Insurer.

The Insurer's payment made in good faith will discharge the Insurer to the extent of the claim.

## 6. GENERAL PROVISIONS

**Benefits are for the Cardholder Only:** Purchase Protection and Extended Warranty benefits are provided only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The Cardholder shall not assign these benefits other than benefits for gifts as expressly provided in this Certificate of Insurance.

**Due Diligence:** The Cardholder shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policies.

**Modification of Contract:** Terms and conditions of this policy can change at any time and without prior notice. The most current version of this Certificate of Insurance can be accessed through [www.manulifebank.ca](http://www.manulifebank.ca).

**Time of Payment of Claim:** Benefits payable under this Certificate will be paid after receipt of due written proof of such loss or repair.

**Payment of Claims:** All benefits will be payable to the Cardholder in whose name the Credit Card Account is maintained. If a Cardholder dies before receiving a payment of claim, then all benefits will be payable to the Cardholder's estate.

**Termination of Coverage:** An Insured Person's coverage will automatically terminate on the date when: the Insured Person for any reason ceases to fall within the definition of Insured Person; the Group Master Policy is terminated as provided in the Group Master Policy; or the Cardholder notifies the Policyholder to cancel the Credit Card Account. No losses incurred after such termination date will be paid.

**Misrepresentation and Fraud:** This entire Certificate shall be null and void if, whether before or after a claim is made, the Insured Person has concealed or misrepresented any material fact or circumstance concerning this Insurance or the subject thereof, or the interest of the Insured Person therein, or in the event of any fraud, attempted fraud or false swearing by the Insured Person relating thereto.

**Subrogation:** Following the Insurer's payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

**Privacy:** We are committed to protecting Your privacy and the confidentiality of Your personal information. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of Your personal information, we will establish a financial services file from which Your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons 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 Manulife's offices. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, 500 King Street North, P.O. Box 1602, Waterloo, ON N2J 4C6.

**Legal Action:** 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, or in the Limitations Act, 2002 in Ontario.



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