

# BMO<sup>®</sup> Travel Protection

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## POLICY OF INSURANCE

Inside You'll find all You need to know about the **BMO Travel Protection** features and benefits included with Your BMO Gold AIR MILES<sup>®†</sup> MasterCard<sup>®\*</sup>.



# POLICY OF INSURANCE

## IMPORTANT NOTICE

### **Read This Policy Carefully**

This Policy of Insurance is designed to cover losses arising from sudden and unforeseeable circumstances only. It is important that You read and understand this Policy as Your coverage is subject to limitations and exclusions.

**Right to examine this insurance:** If You notify Us that this insurance does not meet Your needs within ten (10) days of the date of issue, We will provide a full refund if You have not already departed on a Trip and have not incurred a claim. Refunds are only available when the Operations Centre received Your request for a refund before Your scheduled Departure Date.

**This Policy of Insurance does not include travel medical coverage.**

In the event of a claim reported under this Policy of Insurance, Your prior medical history may be reviewed by Us.

*The Common Carrier Accidental Death and Dismemberment benefit described in this Policy of Insurance is underwritten by Chubb Insurance Company of Canada under Group Policy No. 6477-45-30 and is effective July 1, 2010. All other benefits, such as Car Rental Collision Damage Waiver, Car Rental Accidental Death and Dismemberment, Car Rental Personal Effects, and Unexpected Return Home insurance are offered by Allianz Global Risks US Insurance Company "Allianz" to You under an individual policy. Your BMO MasterCard number is Your policy number with respect to any such individual insurance. The insurance described in this Policy of Insurance is for eligible MasterCard Primary Cardholders of Bank of Montreal "BMO" whose Accounts are in Good Standing and where specified, their Spouses, Dependent Children and/or certain other persons (referred to herein as "You" or "Your"). This insurance is administered by Mondial Assistance through the Operations Centre with the exception of Common Carrier Accidental Death and Dismemberment benefit which is administered by CSI Brokers Inc.*

*All benefits are subject, in every respect, to the terms of the Policy, which alone constitutes the agreement under which payments are made. Only BMO may determine who is a Primary Cardholder and whether an Account is in Good Standing.*

*No person is eligible for coverage under more than one policy of insurance providing insurance coverage similar to that provided hereunder. In the event that any person is recorded by Us as an "Insured Person" under more than one such policy, such person shall be deemed to be insured only under the policy which affords that person the greatest amount of insurance coverage. In no event will a corporation, partnership or business entity be eligible for this insurance coverage. This Policy supersedes any policy previously issued to You.*

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**In this Policy of Insurance, certain terms have defined meanings. Those defined terms (other than those specifically defined in Section B of this Policy) are as follows. Defined terms are capitalized throughout this document.**

## **1 DEFINITIONS**

**Accidental Bodily Injury** means bodily injury caused directly and independently of all other causes by external and purely accidental means. The accident must occur during the Coverage Period and the loss to which the insurance applies must result within three hundred and sixty-five (365) days of the date of the bodily injury and must not result from any of the exclusions.

**Account** means the Primary Cardholder's MasterCard account, which is in Good Standing.

**Actual Cash Value** means We will pay the lesser of:

- the actual purchase price of a similar item;
- the actual cash value of the item at the time of loss, which includes deduction for depreciation (for items without receipts the insurance will pay up to 75% of the determined depreciated value); or
- the cost to repair the item.

**Common Carrier** means any land, air or water conveyance for regular passenger service, which is fully licensed to carry passengers for compensation or hire and which undertakes to carry all persons indifferently as to who may apply for passage, so long as there is room and there is no legal excuse for refusal.

**Coverage Period** means the time insurance is in effect, as indicated in the various sections of this Policy of Insurance.

**Departure Date** means the date on which You depart on Your Trip.

**Dependent Child(ren)** means an unmarried natural, adopted or stepchild of a Primary Cardholder dependent on the Primary Cardholder for maintenance and support who is:

- under twenty-one (21) years of age;
- under twenty-six (26) years of age and a full-time student attending a recognized college or university; or
- twenty-one (21) years of age or older and permanently mentally or physically challenged and incapable of self-support and became so while eligible as a dependent child.

**Family Cardholder** means a Primary Cardholder's Spouse and/or Dependent Child who have been issued a supplemental MasterCard on the Account by BMO.

**Good Standing** means being in full compliance with all of the provisions of the Cardholder Agreement in force between the Primary Cardholder and BMO, as amended from time to time.

**Immediate Family Member** means the Insured Person's Spouse, child including adopted children and stepchildren, parent, sibling, legal guardian, parent-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

**Insured Person** means those persons covered for the benefits described in this Policy of Insurance as specifically defined in each of the benefit sections.

**MasterCard** means a BMO Gold AIR MILES MasterCard issued by BMO.

**Mysterious Disappearance** means when the article of personal property in question cannot be located, and the circumstances of its disappearance cannot be explained and do not lend themselves to a reasonable inference that a theft occurred.

**Occupying** means in, upon, entering into or alighting from.

**Operations Centre** means the Operations Centre maintained by Mondial Assistance. From Canada and the U.S. call 1-877-704-0341. From elsewhere call collect 1-519-741-0782.

**Personal Effects** means property normally worn or designed to be carried on or by an Insured Person solely for private purposes and not used for business.

**Policy or Policy of Insurance** means this document which provides the terms and conditions of this insurance and issued to You by Us

**Primary Cardholder** means the cardholder who has signed an application for a MasterCard, as primary cardholder, and for whom the MasterCard Account is established.

**Rental Car** means a land motor vehicle with four wheels, that is designed for use mainly on public roads and which You have rented from a commercial rental agency for Your personal use for the period of time shown on the Rental Car Agreement. Certain motor vehicles are not covered, please refer to Section 4.1.4.2. With regards to the Collision Damage Waiver Benefit described under Section 4.1.1 a rental car may also include a commercial car sharing program of which You are a member.

**Rental Car Agreement** means the entire written contract that You receive when renting a car from a commercial rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the rental car agreement. With regards to the Collision Damage Waiver Benefit described under Section 4.1.1 a rental car agreement may also include a commercial car sharing program of which You are a member and the terms and conditions thereof.

**Spouse** means the person who is legally married to the Primary Cardholder; or if there is no such person, the person who has been living with the Primary Cardholder in a conjugal relationship and who resides in the same household as the Primary Cardholder and is publicly represented as the spouse of the Primary Cardholder. For the purposes of this insurance the Primary Cardholder may have only one (1) spouse.

**Terrorism** means the unsanctioned and illegal use of force that causes destruction of property, injury or death by an individual or group for the express purpose of achieving a political, ethnic or religious goal or result.

**Ticket** means evidence of full fare paid for travel on a Common Carrier, which has been partially or completely charged to the Primary or Family Cardholder's Account. Tickets obtained through the redemption of loyalty points earned under the MasterCard reward program are eligible for coverage.

**Trip** means a defined period of travel of definite length for which the full cost, or portion of the cost, of Your Ticket has been charged to the Primary or Family Cardholder's Account. Tickets obtained through the redemption of loyalty points earned under the MasterCard reward program are eligible for coverage.

**We, Our, Us** means Allianz Global Risks US Insurance Company.

**You or Your** means the Insured Person.

## 2 POLICY EFFECTIVE AND TERMINATION DATE

Except as otherwise stated herein, this Policy of Insurance shall come into effect on the date BMO receives and approves the application of the Primary Cardholder for a MasterCard.

Except as otherwise stated herein, this Policy of Insurance shall terminate on the earliest of:

1. the date the Insured Person is no longer eligible to participate;
2. the date the eligible Account is defined as ineligible by BMO;
3. 00:01h of the date the Primary Cardholder cancels this coverage, or otherwise chooses to close the MasterCard Account; or
4. the date the Policy is terminated.

## 3 ELIGIBILITY

To be eligible for this insurance You must be a resident of Canada with a MasterCard Account in Good Standing.

## SECTION A: YOUR CAR RENTAL, TRIP ASSISTANCE AND UNEXPECTED RETURN HOME BENEFITS FROM ALLIANZ GLOBAL RISKS US INSURANCE COMPANY

### 4 BENEFITS – COVERAGE PERIOD AND DESCRIPTION OF COVERAGES

#### 4.1 CAR RENTAL BENEFITS

##### **Coverage Eligibility**

The Car Rental Benefits apply when You enter into a non-renewable Rental Car Agreement for a four-wheel passenger vehicle, where the total rental period does not exceed forty-eight (48) days, subject to exclusions and limitations (as outlined in Section 4.1.4) and the following requirements:

1. the Rental Car must be rented by the Primary Cardholder, or a Family Cardholder; and
2. the Rental Car must be rented from a commercial car rental agency; and
3. the full cost, , or portion of the rental cost, must be either charged to the Account or paid through the

redemption of loyalty points earned under the MasterCard reward program. An eligible Rental Car included in a pre-paid travel package is covered if the full cost, or portion of the cost, of the travel package was charged to the Account or paid through the redemption of loyalty points earned under the MasterCard reward program; and

4. You must not rent more than one vehicle at a time during a rental period; and
5. You must decline the collision damage waiver benefits (or similar provisions, such as “loss damage waiver”) offered by the rental agency (when not prohibited by law). If there is no space on the Rental Car Agreement to decline coverage, You must write on the contract “I decline the CDW provided by the Rental Agency.” If such coverage is not available from the rental agency, then CDW benefits are not available under this Policy of Insurance; and
6. the Rental Car must have been operated by the Primary Cardholder, a Family Cardholder, the Primary Cardholder’s Spouse or Dependent Child listed on the Rental Car Agreement and authorized to operate the Rental Car under the Rental Car Agreement in accordance with its conditions when the loss occurs.

### **Coverage Period**

For a rental vehicle to be eligible for coverage, this insurance must be a feature of the MasterCard prior to entering into the Rental Car Agreement or prior to the Insured Person taking control of the Rental Car. Insurance coverage begins as soon as the Primary Cardholder, the Family Cardholder, the Primary Cardholder’s Spouse or Dependent Child who is authorized to operate the Rental Car under the Rental Car Agreement takes control of the Rental Car. The total rental period must not exceed forty-eight (48) consecutive days. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds forty-eight (48) consecutive days, coverage under this Policy of Insurance will be void.

Insurance coverage ends at the earliest of:

1. the time when the rental agency assumes control of the Rental Car, whether it be at its place of business or elsewhere. Rental keys left in a locked drop box does not constitute that the rental agency has assumed control of the Rental Car;
2. the end of the chosen rental period; or
3. the date on which the Primary Cardholder’s coverage is terminated in accordance with the

“Policy Effective and Termination Date” provision set out above.

## 4.1.1 COLLISION DAMAGE WAIVER (CDW) BENEFITS

**Insured Person** means the Primary Cardholder, Family Cardholder, Primary Cardholder’s Spouse or Dependent Child(ren).

### Coverage Benefits

Subject to the terms and conditions, You are covered for Rental Cars with a Manufacturer’s Suggested Retail Price (MSRP), in its model year, up to a maximum of \$65,000 for:

1. damage to the Rental Car; and
2. theft of the Rental Car or any of its respective parts or accessories; and
3. rental agency charges for valid loss-of-use while the Rental Car is being repaired; and
4. reasonable and customary charges for towing the Rental Car to the nearest available facility.

**This coverage does not provide any form of third party automobile, property damage or personal injury liability insurance. It is the responsibility of the Insured Person to have adequate third party insurance, either through their own automobile insurance policy or by accepting the liability portion of the insurance offered through the rental agency.**

The amount of the benefit payable will be equal to the cost of the repair (including loss-of-use) or the replacement cost of Your Rental Car which has been damaged or stolen, less any amount or portion of the loss assumed, waived or paid by the car rental agency, its insurer, or a third party insurer.

In the event of a claim, the Insured Person must contact the Operations Centre as soon as possible or within forty- eight (48) hours. We will need the following information:

- a copy of the driver’s license of the person who was driving the Rental Car at the time of the accident;
- a copy of the loss/damage report You completed with the rental agency;
- a copy of the original police report when the resulting loss from damage or theft was over \$500;
- a copy of Your MasterCard sales draft, and Your statement of Account showing the rental charge. This charge must appear on Your credit card statement within ninety (90) days of the incident;

- the original front and back pages of the opened and closed-out Rental Car Agreement, or if applicable, a copy of Your membership agreement with the car sharing program, a copy of the visual inspection report completed prior to assuming control of the vehicle and confirmation of Your time booked;
- a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- original receipt(s) for any repairs for which You may have paid; and
- if the loss-of use is charged, a copy of the rental agency's daily utilization log from the date the Rental Car was not available for rental, to the date the Rental Car became available to rent.

**Please see section 4.1.4 for applicable exclusions and limitations.**

#### 4.1.2 CAR RENTAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

**Insured Person** means the Primary Cardholder and his/her Spouse and Dependent Child(ren) while Occupying an eligible Rental Car.

##### **Coverage Benefits**

Car Rental Accidental Death and Dismemberment Insurance covers an Insured Person who suffers a "loss", as defined as follows, arising as a result of an Accidental Bodily Injury to the Insured Person while Occupying an eligible Rental Car.

"Loss of hand or foot" means dismemberment by complete and permanent severance at or above the wrist or ankle joint. "Loss of thumb and index finger" means complete and permanent severance of the thumb and index finger on the same hand. "Loss of sight" means complete and irrecoverable loss of all visual acuity and it must be the direct result of physical damage to the eye and/or optic nerve. Legal blindness is not the standard for determining "Loss of sight" under this Policy of Insurance. "Loss of speech or hearing" must be complete and irrecoverable.

**Loss means one of the following losses as defined herein:**

	<b>Amount of Benefit</b>	
	Primary Cardholder	Each Additional Insured Person
<b>Loss</b>		
Loss of Life	\$200,000	\$20,000
Loss of Both Hands or Feet	\$200,000	\$20,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$200,000	\$20,000
Loss of Entire Sight of Both Eyes	\$200,000	\$20,000
Loss of One Hand and One Foot	\$200,000	\$20,000
Loss of Speech and Hearing	\$200,000	\$20,000
Loss of One Hand or One Foot	\$100,000	\$10,000
Loss of Entire Sight of One Eye	\$100,000	\$10,000
Loss of Speech	\$100,000	\$10,000
Loss of Hearing	\$100,000	\$10,000
Loss of Thumb and Index Finger on the Same Hand	\$ 50,000	\$ 5,000

The maximum benefit payable for any one accident is \$300,000. If more than one of the described Losses is sustained by an Insured Person in any one accident, then the total benefit payable for that accident is limited to the greatest amount payable for any one of the Losses sustained.

**Please see section 4.1.4 for applicable exclusions and limitations.**

## **Exposure and Disappearance**

If by reason of an accident covered by this Policy of Insurance an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered hereunder.

If the body of an Insured Person has not been found within twelve (12) months after the date of disappearance as the result of the sinking or wrecking of a vehicle in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from Accidental Bodily Injury.

## **Beneficiary**

Any accidental death benefit payable under this Policy of Insurance will be paid to the Primary Cardholder, if living, otherwise to the estate of the Primary Cardholder, unless a beneficiary designation has been filed with Mondial Assistance. All other benefits are payable to the Primary Cardholder.

### **4.1.3 CAR RENTAL PERSONAL EFFECTS BENEFITS**

**Insured Person** means the Primary Cardholder, his/her Spouse and Dependent Child(ren) travelling with the Primary Cardholder or Family Cardholder who has rented the Rental Car.

#### **Coverage Benefits**

This Personal Effects insurance covers theft or damage to Personal Effects belonging to an Insured Person while such Personal Effects are in a Rental Car during a Trip for the duration of an eligible rental period.

Coverage during such rental period will be the Actual Cash Value of Your Personal Effects up to a maximum of \$1,000 for each Insured Person, per occurrence. Total benefits during each rental period are limited to \$2,000 per Account.

**Please see section 4.1.4 for applicable exclusions and limitations.**

## 4.1.4 CAR RENTAL BENEFITS EXCLUSIONS AND LIMITATIONS

### 4.1.4.1 GENERAL CAR RENTAL BENEFITS EXCLUSIONS AND LIMITATIONS

This insurance does not cover certain risks. We will not pay any of the Car Rental benefits if a claim is directly or indirectly a result of one or more of the following:

**Damage** - wear and tear, gradual deterioration, mechanical or electrical breakdown or failure, insects or vermin, inherent flaw or damage; damage caused by the use of incorrect fuel type; or

**Loss of Vehicle Entry Device** – loss, damage or misplacement of vehicle entry devices; or

**Diminished Value** - the amount by which the resale value of a damaged (or damage repaired) Rental Car has been reduced for having a significant damage history; or

**Violation of Rental Car Agreement** - operation of the Rental Car in violation of the terms of the Rental Car Agreement; or

**Intentional Acts** - damage due to intentional acts, while sane or insane; or

**Off-road operation** – damage caused to the Rental Car by use off of publicly maintained roads; or

**Speed Contests** - damage caused to the Rental Car while driving at a rate of speed that is a marked departure from the lawful rate of speed; or

**Intoxication** - any event which occurs while the Insured Person is under the influence of illicit drugs or alcohol (where the concentration of alcohol in the Insured Person's blood exceeds eighty (80) milligrams of alcohol in one hundred (100) millilitres of blood or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs; or

**Drugs or Poison** - any voluntary taking of poison, toxic substances or non-toxic substances or drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic, or voluntary inhalation of a gas; or

**Disease** - bodily or mental infirmity, sickness, illness, or disease of any kind; or

**Medical Complications** - medical or surgical treatment or complications arising therefrom, except

when required as a direct result of an Accidental Bodily Injury; or

**Suicide** - suicide, attempted suicide or self-inflicted injury while sane or insane; or

**Illegal Trade** - transporting contraband or illegal trade; or

**Criminal Offence** - committing or attempting to commit a criminal offence or dishonest or fraudulent acts, or committing or provoking an assault; or

**War or Insurrection** - declared or undeclared war, or any act of war, riot or insurrection; or service in the armed forces of any country or international organization; or hostilities, rebellion, revolution or usurped power; or

**Liability** - other than for loss of, or damage to, the Rental Car; or

**Expenses** - assumed, waived or paid by the commercial car rental company or its insurers or payable under any other insurance; or

**Confiscation** - confiscation by order of any government or public authority; or

**Seizure or destruction** - seizure or destruction under a quarantine or customs regulation.

#### 4.1.4.2. COLLISION DAMAGE WAIVER BENEFITS EXCLUSIONS AND LIMITATIONS

In addition to the General Car Rental Benefits Exclusions and Limitations, these specific exclusions and limitations apply to Collision Damage Waiver benefits:

1. There is no coverage for any vehicle with a Manufacturer's Suggested Retail Price (MSRP), in its model year, over \$65,000.
2. There is no coverage for additional rental fees charged by the rental agency for a replacement vehicle if required by You for the remainder of the original rental period.
3. This coverage does not apply to Rental Cars when Your rental period is more than forty-eight (48) consecutive days, or Your rental period is extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or other vehicles.
4. This coverage will not pay for cost of any insurance offered by or purchased through the car

rental company, even if such cost is mandatory or included in the price of the vehicle rental.

5. Vehicles which belong to the following categories are not covered:
  - vans (except as defined below);
  - trucks (including pick-ups) or any vehicle that can be spontaneously reconfigured into a pick-up truck;
  - campers or trailers;
  - vehicles towing or propelling trailers or any other object
  - off-road vehicles (Sport Utility Vehicles are covered, provided they are not used as off-road vehicles, are driven on maintained roads and do not have an open cargo bed);
  - motorcycles, mopeds or motorbikes;
  - expensive or exotic vehicles;
  - antique vehicles;
  - recreational vehicles or vehicles not licensed for road use; and
  - leased vehicles, with buyback guarantee.

Vans are not excluded provided that they:

1. are for private passenger use with seating for no more than eight (8) occupants including the driver; and
2. do not exceed a “3/4 ton” rating; and
3. are not designed for recreational use (such as but not limited to camping, operation on roads not maintained by a federal, provincial, state or local authority and is designed and manufactured for off road use); and
4. are not to be used for hire by others.

An expensive or exotic vehicle is any vehicle with an MSRP, in its model year, greater than \$65,000.

An antique vehicle is one which is over twenty (20) years old or when their model has not been manufactured for ten (10) years or more.

Limousines are not covered. However, standard production models of these vehicles that are not used as limousines are not excluded provided that they have an MSRP, in their model year, of \$65,000 or less.

#### 4.1.4.3 CAR RENTAL PERSONAL EFFECTS BENEFITS EXCLUSIONS AND LIMITATIONS

In addition to the General Car Rental Benefits Exclusions and Limitations, these specific exclusions and limitations apply to this Personal Effects insurance.

1. Personal Effects do not include money (whether paper or coin), tickets, consumable or perishable goods, bullion, banknotes, negotiable instruments or other numismatic property.
2. Benefits are not paid if loss results from Mysterious Disappearance.
3. Reasonable effort must have been made by the Insured Person to protect their Personal Effects (e.g. locking Your personal items in the trunk of the Rental Car instead of the front or back seat). If claiming as a result of theft, evidence of forcible entry into the vehicle while all its doors, windows and other openings are closed and locked must be submitted.
4. Personal Effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Insured Person in respect of the item subject to the claim. We will be liable only for the excess of the amount of the loss 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 insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Policy. This coverage will not apply as contributing insurance and this “non-contribution” shall supersede despite any “non-contribution provision” in other insurance indemnity or protection policies or contracts.

## 4.2 UNEXPECTED RETURN HOME BENEFITS AND TRIP ASSISTANCE

### 4.2.1 UNEXPECTED RETURN HOME BENEFITS

#### **Coverage Eligibility**

The following benefits apply when You charge the full cost, or portion of the cost, of Your Trip to Your Account prior to departure.

**Insured Person** means the Primary Cardholder, Spouse and/or Dependent Child(ren) while on a Trip.

#### **Coverage Period**

Coverage begins on the Departure Date after You have departed on Your Trip. Coverage ends at the time of Your return to Your original point of departure.

## Coverage Benefits

In the event of the death of an Immediate Family Member while You are on a Trip, We will reimburse the Primary Cardholder for the lesser of the additional charges to change Your Ticket or to purchase a one-way economy fare, by the most cost-effective route, on a Common Carrier to return to Your original point of departure up to a maximum of \$2,000 per Insured Person to an overall maximum of \$10,000 per Account per Trip.

You must call the Operations Centre for help in making the necessary arrangements; failure to do so may result in Your claim being delayed or denied.

## 4.2.2 TRIP ASSISTANCE SERVICES

### Coverage Eligibility

You do not need to use Your MasterCard to be eligible for the following services.

**Insured Person** means the Primary Cardholder, Spouse and/or Dependent Child(ren).

### Coverage Benefits

#### 1. Emergency Cash Transfer

When You are travelling away from home, the Operations Centre will help You to obtain an emergency cash transfer which will be charged to Your Account (subject to credit availability to a maximum of \$5,000, cash advance fees may apply) or payment for such costs will be arranged, if reasonably possible, through family or friends if it cannot be charged to Your Account.

#### 2. Lost Document and Ticket Replacement

The Operations Centre will help You replace lost or stolen travel documents. The cost of obtaining replacement documents will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

#### 3. Lost Luggage Assistance

The Operations Centre will help You locate or replace lost or stolen luggage and Personal Effects. The cost of obtaining replacement luggage and Personal Effects will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

#### 4. Pre-Trip Information

You can call the Operations Centre to obtain information regarding passport and visa regulations and vaccination and inoculation requirements for the country to which You are travelling.

### 4.2.3 LEGAL ASSISTANCE SERVICES

#### Coverage Eligibility

You do not need to use Your MasterCard to be eligible for the following services.

**Insured Person** means the Primary Cardholder, Spouse and/or Dependent Child(ren).

#### Coverage Benefits

If while travelling You require legal assistance, You can call the Operations Centre for referral to a local legal advisor and/or for assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000, which will be charged to Your Account (subject to credit availability).

## 5 CONDITIONS

1. **Due Diligence:** The Primary Cardholder and any Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
2. **False Claim:** If a Primary Cardholder or Insured Person makes any claim knowing it to be false or fraudulent in any respect, coverage under this Policy shall cease and there shall be no payment of any claim made under this Policy or the Policy.
3. In the event of a payment under this Policy, We have the right to proceed in the name of any Insured Person against third parties who may be responsible for giving rise to a claim under this insurance. We have full rights of subrogation. The Insured Person will execute and deliver such documents, and fully cooperate with Us, so as to allow Us to fully assert Our right to subrogation. The Insured Person will not do anything after the loss to prejudice such rights.
4. You must repay to Us amounts paid or authorized for payment on Your behalf if We later determine the amount is not payable under this insurance.
5. You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty (30) days from the date the claim arises. The Operations Centre must be provided by You or someone acting on Your behalf

with satisfactory proof of loss no later than ninety (90) days from the date the claim arises.

Satisfactory proof of loss means, proof satisfactory to Us of:

- the occurrence of the Accidental Bodily Injury, the theft of or damage to the Rental Car, or the death of You or Your Immediate Family Member;
  - the cause or nature of the event resulting in the Accidental Bodily Injury, the theft of or damage to the Rental Car, or the death of You or Your Immediate Family Member;
  - the loss, expense or service for which benefits are being claimed (original itemized receipts);
  - the right of the claimant to receive payment.
6. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the event for which benefits are being claimed. Failure to provide the requested documentation to substantiate Your claim under this Policy will invalidate Your claim.
  7. You agree to cooperate fully with Us, and as a condition precedent to the payment of benefits, the Operations Centre reserves the right to obtain all pertinent records or information from any physician (with no blood or marital relation to the Insured Person), dentist, practitioner, hospital, clinic, insurer, individual or institution to assess the validity of a claim submitted by or on behalf of any Insured Person. Failure to provide the requested documentation to substantiate Your claim under this Policy will invalidate Your claim.
  8. **Physical Examination:** The Operations Centre has the right to investigate the circumstances of loss and to require a medical examination; and in the event of death to require an autopsy at the cost of the Insurer if not prohibited by law.

## 6 GENERAL PROVISIONS

1. All amounts stated in the Policy are in Canadian currency unless otherwise indicated. If You have paid a covered expense, You will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.
2. **Payment of Benefits:** Benefits payable under this Policy will be paid within sixty (60) days of receipt

of satisfactory proof of loss. Payment made in good faith will discharge Us to the extent of this claim.

3. **Legal Action:** Any action or arbitration proceeding to recover benefits hereunder cannot be taken prior to sixty (60) days after satisfactory proof of loss has been furnished in accordance with the requirements of this Policy. Any legal action or arbitration proceeding against Us for the recovery of a claim under this Policy shall not be commenced more than one (1) year after the occurrence, which gave rise to the claim. If, however, this limitation is invalid according to the laws of the province or territory where this Policy was issued, You must commence Your action or arbitration proceeding within the shortest time permitted by the laws of that province or territory. In addition You, Your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Policy was issued and at a venue We and/or Mondial Assistance choose.
4. Notwithstanding anything to the contrary, no provision of this Policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly stated in writing and signed by Us.
5. The benefits, terms and conditions of this Policy shall be governed by the insurance laws of the province or territory in Canada where the Insured Person normally resides.
6. Any provision of this Policy, which is in conflict with any federal, provincial or territorial law of the Insured Person's place of residence, is hereby amended to conform to the minimum requirements of that law.

## 7 CLAIM FILING PROCEDURES

Please contact Us at 1-877-704-0341 or 519-741-0782 to obtain a claim form.

This insurance will not pay for any interest.

As a condition to the payment of benefits under this insurance, We will need certain information from You if You need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

1. **General Documentation**
  - Receipts and itemized bills for all expenses.
  - Original of any refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.

2. Collision Damage Waiver (CDW) Benefits
  - A copy of the original police report when the resulting loss from damage or theft was over \$500.
  - The original front and back pages of the opened and closed-out Rental Car Agreement.
  - An itemized statement of repairs for the Rental Car (unless Our representative has seen the car).
3. Car Rental Accidental Death & Dismemberment Benefits
  - Certified death certificate.
  - Medical records pertaining to the accident.
  - Police report or any other accident reports filed.
4. Car Rental Personal Effects Benefits
  - Original police report or other report to local authorities.
  - An itemization and description of the stolen or damaged items and their estimated value.
  - A copy of the receipts, credit card statements, or cancelled cheques for the personal property stolen or damaged.
  - Estimate of repairs, if applicable.
  - Photo of the damaged item, if applicable.
  - Declaration page from any other applicable insurance or a notarized statement that an Insured Person has no other insurance.
  - Original Rental Car Agreement.
  - A copy of an Insured's monthly billing statement reflecting the charge for the Rental Car.
5. Unexpected Return Home Benefits
  - A copy of the Immediate Family Member's death certificate.

## 8 PROTECTING YOUR PERSONAL INFORMATION

### Travel Insurance Personal Information Notice

Allianz Global Risks US Insurance Company, Canadian Branch (the “insurer”) and the insurer’s travel insurance administrator, Mondial Assistance, and the insurer’s agents, representatives and reinsurers (for the purpose of this Travel Insurance Personal Information Notice collectively “we” “us” and “our”) require personal information for the following insurance purposes when offering and providing travel insurance and related services:

- To identify and communicate with individuals
- To consider any application for insurance
- If approved, to issue a Certificate of insurance
- To administer insurance and related benefits
- To investigate claims and to determine eligibility for insurance benefits

- To provide assistance services
- For fraud prevention and debt collection purposes

We only collect personal information necessary to the insurance purposes from individuals who apply for insurance, Certificate holders, insureds, claimants. In some cases we also collect personal information from members of a Certificate holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate holder or claimant. We may also use and disclose information from our existing files for the insurance purposes.

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify Mondial Assistance. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Certificate holder's, insured's or claimant's file that we establish and maintain in the offices of Mondial Assistance. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at [PIPEDA@mondial-assistance.ca](mailto:PIPEDA@mondial-assistance.ca) or by writing to:

Privacy Officer  
Mondial Assistance  
4273 King Street East  
Kitchener, ON  
N2P 2E9

For a complete copy of our Travel Insurance Privacy Policy, please visit [www.mondial-assistance.ca](http://www.mondial-assistance.ca)

## SECTION B: YOUR COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FROM CHUBB INSURANCE COMPANY OF CANADA

In Section B of this Certificate of Insurance, certain terms have defined meanings. Those defined terms are as follows. Defined terms are capitalized throughout this document.

### 9 DEFINITIONS

**Account** means the Primary Cardholder's MasterCard account, which is in Good Standing.

**Benefit Amount** means the Loss amount applicable at the time the entire cost of the Passenger Fare(s) is charged to Your MasterCard Account.

**Common Carrier** means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

**Dependent Child(ren)** means an unmarried natural, adopted or stepchild of a Primary Cardholder dependent on the Primary Cardholder for maintenance and support who is:

1. under twenty-one (21) years of age;
2. under twenty-six (26) years of age and a full-time student attending a recognized college or university; or
3. twenty-one (21) years of age or older and permanently mentally or physically challenged and incapable of self-support and became so while eligible as a dependent child.

**Family Cardholder** means a Primary Cardholder's Spouse and/or Dependent Child who have been issued a supplemental MasterCard by the Policyholder.

**Good Standing** means being in full compliance with all of the provisions of the Cardholder Agreement in force between the Primary Cardholder and the Policyholder, as amended from time to time.

**Insured Person** means the Primary Cardholder, their Spouse and Dependent Children.

**Loss** means, with respect to a hand, complete severance throughout or above the knuckle joints of at least four (4) fingers on the same hand; with respect to a foot, complete severance through or above the ankle

joint. The Company will consider it a loss of hand or foot even if they are later reattached.

**MasterCard** means a BMO Gold AIR MILES MasterCard issued by the Policyholder.

**Passenger Fare** means a ticket for travel on a Common Carrier which has been completely charged to the Account. Tickets obtained through the redemption of loyalty points earned under the MasterCard reward program are eligible providing that all applicable taxes and/or fees have been charged to the Primary or Family Cardholder's Account or paid through the redemption of loyalty points earned under the MasterCard reward program.

**Primary Cardholder** means the cardholder who has signed an application for a MasterCard, as primary cardholder, and for whom the MasterCard Account is established.

**Spouse** means the person who is legally married to the Primary Cardholder; or if there is no such person, the person who has been living with the Primary Cardholder in a conjugal relationship and who resides in the same household as the Primary Cardholder and is publicly represented as the spouse of the Primary Cardholder. For the purposes of this insurance the Primary Cardholder may have only one (1) spouse.

**We, Us, Our** means Chubb Insurance Company of Canada.

**You or Your** means the Insured Person.

## 10 BENEFITS – COVERAGE PERIOD AND DESCRIPTION OF COVERAGES

### 10.1 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### Coverage Eligibility

This travel insurance plan is provided to You automatically when the entire cost of the Passenger Fare(s) is charged to the Account while the insurance is effective. Passenger fare(s) obtained through the redemption of loyalty points earned under the MasterCard reward program are also covered providing that all applicable taxes and/or fees have been charged to the Primary or Family Cardholder's Account or paid through the redemption of loyalty points earned under the MasterCard reward program. It is not necessary for You to notify the administrator or the insurance company when tickets are purchased.

## **Insured Person**

The Primary Cardholder, their Spouse and Dependent Child(ren) will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed Common Carrier, provided the Passenger Fare is charged to the Account. If the Passenger Fare has been charged to the Account prior to departure for the airport, terminal or station, coverage is also provided for Common Carrier travel (including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge), immediately, a) preceding Your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following Your arrival at the airport, terminal or station of Your destination. If the Passenger Fare has not been charged to the Account prior to Your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel Passenger Fare is charged to the Account.

## **Coverage Benefits**

The full Benefit Amount is payable for accidental loss of life, two (2) or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one (1) member, sight of one (1) eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. The loss must occur within one (1) year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Insurance Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident.

The limit of coverage for an Insured Person whose coverage has become effective shall be:

CAD Dollar MasterCard – \$500,000 CAD  
Accidental Death Insurance

U.S. Dollar MasterCard – \$100,000 CAD  
Accidental Death Insurance

In the event of multiple accidental deaths per credit card Account arising from any one accident, the Company's liability for all such losses will be limited to a maximum limit of insurance equal to three times the applicable Benefit Amount for loss of life. Benefits

will be proportionately divided among the Insured Persons up to the maximum limit of insurance.

## **Beneficiary**

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

- a) the Insured Person's Spouse,
- b) the Insured Person's children,
- c) the Insured Person's parents,
- d) the Insured Person's brothers and sisters,
- e) the Insured Person's estate.

All other indemnities will be paid to the Insured Person.

If you wish to designate a specific beneficiary, please contact 1-800-337-2632.

## **10.1.1 ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS AND LIMITATIONS**

This insurance does not cover loss resulting from:

- 1 an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions;
- 2 suicide, attempted suicide or intentionally self inflicted injuries;
- 3 declared or undeclared war, but war does not include acts of terrorism.

This insurance also does not apply to an accident occurring while an Insured Person is in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder. If a statement in this description of coverage and any provision in the policy differ, the policy will govern. Any terms of this policy which are

in conflict with the applicable statutes, laws or regulations of the province or territory in which this policy is issued are amended to conform with such statutes.

## 11 CLAIM FILING PROCEDURES FOR AD&D CHUBB CLAIMS

Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please contact the Plan Administrator.

Plan Administrator  
CSI Brokers Inc.  
1 Yonge Street, Suite 1801  
Toronto, ON  
M5E 1W7

U.S. Administrator – DFS&A Insurance Agency, Inc.  
800-337-2632

As a condition to the payment of benefits under this insurance, We will need certain information from You if You need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

- A copy of the invoice showing Your MasterCard Account and/or loyalty points earned under the MasterCard reward program as the method of payment;
- Certified death certificate;
- Medical records pertaining to the accident; and
- Police report or any other accident reports filed.

- \*TM Trademarks/registered trademarks of Bank of Montreal.*
- \*\* MasterCard is a registered trademark of MasterCard International Incorporated.*
- \*† Registered trademark of AIR MILES International Trading B.V. Used under license by LoyaltyOne, Inc. and Bank of Montreal.*

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