

# BMO Cardholder Agreement and Benefit Coverages



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BMO MasterCard  
Cardholder Agreement

# Your BMO MasterCard cardholder agreement

In this agreement, “you” and “your” mean the primary cardholder and any additional cardholders. “We”, “our” and “us” mean Bank of Montreal. Some words in this agreement have special meanings, which we have explained in Section 1 of this agreement.

Please read this agreement carefully and keep it to refer to later. It replaces any other agreements we may have sent to you. You won't be bound by this agreement if you return your card and cheques to us, as long as you haven't activated your account. If you haven't activated your account and do not wish to be bound by this agreement please call us to ensure that your account is closed. When you applied for your BMO MasterCard card, you agreed to the terms of this agreement as follows:

## 1. About some of the words in this agreement

Here are the definitions of some of the words in this agreement:

- **account** means a BMO MasterCard account established in the name of the primary cardholder
- **additional cardholder** means each person to whom we have issued a card on the primary cardholder's account, at the primary cardholder's request
- **additional card** means a card we have issued to an additional cardholder
- **card** means a BMO MasterCard card we issue and any renewals or replacements of it that we issue and any other payment device we provide you to enable you to use the account
- **card carrier** means the form that your card is attached to when you receive it
- **cash advance** means an advance of money from us that is charged to the account. We treat cash-like transactions, balance transfers and purchases using cheques the same as cash advances
- **cash-like transactions** mean transactions involving the purchase of items directly convertible into cash including wire transfers, money orders, travellers cheques, gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips and lottery tickets).
- **cheques** mean BMO MasterCard cheques that we may provide from time to time at the request of the primary cardholder
- **grace days** mean the number of days between the date of your account statement and the payment due date shown on your account statement
- **new balance** means the amount shown on your account statement as the new account balance, which is the balance you owe as of the statement date
- **purchase exchange rate** means the rate we pay to MasterCard International Inc. on the date the transaction is posted to the account plus the markup percentage shown on the card carrier or in any notice we may provide you
- **refund exchange rate** means the rate we pay to MasterCard International Inc. on the date the refund is posted to the account, minus the markup percentage shown on the card carrier or in any notice we may provide you
- **PIN** means personal identification number
- **primary cardholder** means the person who applied for a card and in whose name we opened an account
- **purchase** means an advance of money from us charged to the account that equals the amount you paid for goods or services by using your card
- **total debt** means the total of all purchases, cash advances, interest charges and fees and any other amounts that may be charged to the account under this agreement
- **transaction** means any purchase, cash advance, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to the account

## 2. Ownership of the card and cheques

Your card and cheques belong to us and you can't transfer them to anyone else. You are the only person permitted to use your card and cheques.

## 3. Using your card and cheques

You can make a purchase or get a cash advance by using your card, writing a cheque or in any other ways we allow. You authorize us to charge the amount of any purchases or cash advances you make to the account.

You must not use your card or cheques to get a cash advance from a merchant.

If you make a purchase or get a cash advance by providing your card number without presenting your card, we'll treat the transaction the same as if you had used your card and signed a purchase or cash advance slip.

You must sign your card as soon as you receive it. You must not use your card after the expiry date shown on your card. You must not use your card or account for any illegal purpose, including buying any goods or services prohibited by law where you live. You may only use your card and cheques as allowed in this agreement. We may monitor unusual transactions for security reasons.

## 4. Other card benefits and services

The terms and conditions applicable to your card are contained in this agreement. If any extra benefits or services are added to your card, we'll send you separate terms and conditions relating to those extra benefits and services. We may change or withdraw any card benefit or service at any time without telling you in advance.

You may receive information about other products and services offered by us or selected third parties, including our affiliates. We are responsible only for products and services that we offer.

## 5. Your credit limit

The total credit limit applies to the account, even if there is more than one card issued on the account. We show the credit limit on your card carrier and on your account statement. We need to obtain the express consent of the primary cardholder before increasing the credit limit. We may reduce the credit limit at any time without telling you in advance.

You do not have the right to exceed the credit limit. If we allow you to exceed the credit limit, you will pay the over limit fee set out in the card carrier or in any notice that we provide to you. We will only charge one over limit fee in any monthly statement period.

## 6. Your responsibility for the total debt

Subject to this section and section 7, you are responsible for and must pay the total debt. This applies whether or not you incurred the total debt, whether or not the total debt exceeds your credit limit, and regardless of how the total debt was incurred. You must not use the account, or any other credit card account with us, to pay all or any part of the total debt.

However, if you are an additional cardholder then, despite anything else in this Agreement, you are not responsible for paying the total debt if *either*

- (a) we opened the account on or after October 1, 2012, or
- (b) we opened the account before October 1, 2012, but we have told the primary cardholder in writing that the additional cardholders on the account are not responsible for paying the total debt.

Note that it does not matter when you received your card. We use the term "*authorized users*" to refer to additional cardholders who are not responsible for paying the total debt. Authorized users cannot give us instructions about the account, such as issuing new cards or changing the credit limit.

If you are an additional cardholder and neither (a) nor (b) applies to you, you are responsible for paying the total debt individually and together (solidarily responsible in Quebec) with the primary cardholder and other additional cardholders. We use the term "*co-borrowers*" to refer to additional cardholders who are responsible for paying the total debt. As a co-borrower you are not responsible

for paying any part of the total debt that accumulates after you tell us in writing that you are cancelling your card.

You expressly consent to us communicating information about you and your account to additional cardholders, whether or not they are responsible for the debt, and to contact additional cardholders for the purposes of communicating such information.

## **7. Your responsibility for lost, stolen or misused cards**

You must take reasonable care to safeguard your card, PIN and cheques against loss, theft or misuse.

To safeguard your PIN:

- You must not voluntarily disclose your PIN.
- You must keep your PIN separate from your card.
- You must not choose a PIN selected from your name, date of birth, telephone numbers, address or social insurance number.

You must notify us by telephone within 24 hours if you learn of the loss, theft or misuse of your card or cheques, or if you know or suspect that someone else knows your PIN.

You must not allow any person other than a cardholder to use a card or the account. If this happens, you will be liable for all resulting transactions and any interest, fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the card or account.

If someone uses your card without your authorization, you are not liable if:

- you did not contribute to the unauthorized use
- you used reasonable care to safeguard your card and PIN
- you notified us by telephone within 24 hours after you learned of the loss, theft or misuse of your card or cheques, or after you suspected that someone else knows your PIN
- you have not reported two or more unauthorized transactions in the last 12 months, and
- your account is in good standing.

If you don't meet these criteria, you will be liable for all charges incurred in connection with the unauthorized use.

You agree to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

## **8. Fees we charge**

We will charge the account with the applicable fees shown on the card carrier or in any notice we provide you.

## **9. Foreign currency transactions**

If you have a Canadian dollar MasterCard, we convert transactions made in a foreign currency to Canadian dollars. If you have a U.S. dollar MasterCard, we convert transactions made in a currency other than U.S. dollars to U.S. dollars. We make the conversion at the purchase exchange rate in effect on the day the transaction is posted to the account. The purchase exchange rate may not be the same as the rate that was in effect on the transaction date.

If you have a Canadian dollar MasterCard and a foreign currency transaction is refunded to the account, we convert the transaction to Canadian dollars. If you have a U.S. dollar MasterCard and a transaction in a currency other than U.S. dollars is refunded to the account, we convert the transaction amount to U.S. dollars. We make the conversion at the refund exchange rate on the date the refund is posted to the account. The refund exchange rate may not be the same as the rate that was in effect on the date the transaction was refunded. The difference between the purchase exchange rate and the refund exchange rate means that the amount credited to the account for a refund of a foreign currency transaction will in most cases be less than the original amount charged to the account for the transaction.

## 10. Promotional interest rates and balance transfer

Occasionally, we may offer you time-limited promotional interest rates on new qualifying transactions related to balance transfers, cheques, cash advances and/or purchases. The promotional interest rates will only apply if the account remains in good standing and you do not exceed the credit limit at any time. When a promotional interest rate ends, your standard interest rate will apply. Promotional offers will also be subject to any additional terms that we set out in the offer.

## 11. Interest charges

We calculate interest on purchases, cash advances and fees, from the date of the transaction or fee until the date we receive payment in full. You authorize us to charge this interest to the account. In Section 12, we explain that we do not charge interest to the account if you meet certain conditions.

Your payments are processed the day we receive them. You must make sure that we receive your payment on or before the payment due date shown on your account statement.

If your payment due date falls on a weekend or a holiday in the Province or Territory where our records show you live, a payment received by us on the next business day following such payment due date will be considered to have been paid on time. If your statement address is outside Canada, we will use the Federal holidays of Canada to determine whether your payment will be considered to have been paid on time.

## 12. When we don't charge interest

We don't charge interest on purchases and fees appearing on your account statement for the first time if you pay your new balance in full within the number of grace days set out in your card carrier or in any notice we provide to you. There are no grace days provided for cash advances. We never charge interest on interest charges.

## 13. How we calculate interest

The interest rates we charge are:

- the annual cash advance and purchase interest rates shown on the card carrier or any notice we provide to you; or
- any promotional interest rates that we may provide to you.

Your account statement shows your annual and daily interest rates.

If you do not make a minimum payment by the due date two times in any twelve-month period, your interest rate will increase as shown on the card carrier or any notice we provide to you.

The amount of interest we charge you on each account statement is calculated as follows:

- First we determine your average daily balance by adding the amount you owe each day, and dividing that total by the number of days in the statement period.
- Next we determine the daily interest rate by dividing the annual interest rate by the number of days in a year.

Your interest charge is then calculated by multiplying the average daily balance by the daily interest rate by the number of days in a statement period.

If different interest rates apply to categories of transactions (such as purchases, cash advance, balance transfers), we calculate the interest charge based on the average daily balance for each rate. Your account statement shows the interest charges for each category.

If your interest rate changes during a statement period, we calculate interest using the rate in effect at the end of that period.

## 14. How we apply payments to your account

When we receive a payment, we use the money first to pay off the minimum payment amount appearing on your account statement in the following order:

- First, to any interest that appears on your account statement;
- Second, to any fees that appear on your account statement including, but not limited to, annual card fees, fees for optional benefits and services, and cash advance fees;
- Third, to credit card balance insurance premiums that appear on your account statement;

## 14. How we apply payments to your account

- Fourth, to any transactions that appear on your account statement;
- Fifth, to any fees which have not yet appeared on your account statement; and
- Sixth, to any transactions which have not yet appeared on your account statement.

Your payment will be applied to balances within each of the above categories beginning with the lowest interest rate item(s) within the category and continuing to the highest interest rate item(s) within the category.

If you pay more than the minimum payment due, we will apply that excess amount of your payment to the remaining balance on your account statement, as follows:

- First, all items that have the same interest rate will be placed into the same category;
- Second, we will allocate the amount of your payment that is in excess of your minimum payment amount to the different interest rate categories in the proportion that the amount in each category represents of the remaining balance. For example, if your purchases represent 60% of your remaining balance and your cash advances represent 40% of your remaining balance, we will apply 60% of your excess payment towards your purchases and 40% of your excess payment towards your cash advances.

If you pay more than your new balance on your account statement, the excess payment will be applied to transactions that have not yet appeared on your monthly statement, using the same payment allocation described above.

## 15. Your minimum payment

You may pay your account balance in full at any time. By the payment due date shown on your account statement, you must pay at least the minimum payment.

To calculate your minimum payment, we add \$10 to the amount of interest and fees shown on your account statement. In addition to that amount, we also add to your minimum payment the larger of:

- any amount past due on your account statement; or
- the amount by which your new balance exceeds your credit limit.

If your new balance is \$10 or less, you must pay the full amount.

## 16. Estimated Time to Repay

In calculating the number of years and months required to repay an account balance shown on an account statement if you pay only the minimum payment due each month on the payment due date, we assume that the current annual interest rate for purchases will apply throughout the repayment period. We also use such other assumptions as are required or permitted by applicable law.

## 17. If you have a problem with a merchant

We are not responsible for any problem you have with a merchant or if a merchant does not accept your card or cheques. Even if you have a problem with a merchant, you are still responsible for the total debt. You must settle any problems you may have directly with the merchant.

If a merchant gives you a refund and we receive a credit note from the merchant, we will credit it to the account on the day we receive it. A merchant refund is not counted towards the minimum payment required by this agreement.

## 18. Limitations on our liability

We try to ensure that you can always use your card. Occasionally, however, you may not be able to do so because of systems or communication problems involving a merchant, MasterCard International Inc. or us. We may also block use of your card without telling you if we suspect unauthorized or fraudulent use of the card. We are not liable to you if you cannot use your card.

## 19. Your account statements

We'll provide you an account statement every month, unless you have a monthly outstanding balance of less than \$10 and no payments or transactions have been posted to the account and no interest or fees have been charged to the account, in which case we will provide you an account statement



every three months. You must tell us in writing, no later than 30 days after your account statement date, of any mistakes or missing information in your account statement. If you don't tell us, you agree that your account statement is correct, except for any amount we applied incorrectly to the account, which we may reverse at any time. If we can't send your account statement on time for any reason, such as a mail strike, you must contact us at least once a month to get the information you need to continue making your payments as required.

If your account statement is returned to us because of an incorrect address, we won't send you any more account statements, and we may not allow you to use the account until you give us your correct address. It's your responsibility to give us this information.

## **20. Pre-authorized payments to merchants**

You are responsible for any pre-authorized payments charged to the account, even after you or we cancel the account, unless you tell the merchant in writing to stop debiting your account. If we ask for it, you must give us a copy of the written notice you give the merchant.

You are responsible for giving your new account number or expiry date to merchants with whom you have pre-authorized payment arrangements.

If we issue you a replacement card, your automatic bill payments will continue uninterrupted to merchants who are registered for the MasterCard Automatic Biller Updater (ABU) service. MasterCard ABU automatically informs those merchants of the details of your new account number, so that your automatic bill payments are not interrupted.

## **21. About MasterCard international emergency service**

If you lose your card or it's stolen and we give you an emergency replacement card or an emergency advance of money, the advance of money is the same as a cash advance and any transactions you make with the emergency replacement card are the same as transactions you make using your card.

We may not be able to give you an emergency replacement card or an emergency advance of money. Some merchants may not honour your emergency replacement card, and some card benefits and services may not be available with your emergency replacement card.

## **22. Cancellation of your card**

We may do any of the following without telling you in advance:

- cancel any card on the account
- cancel your rights and privileges related to your card
- close the account
- require you to immediately return all your cards and cheques to us

If we cancel your card, withdraw your rights and privileges, or close the account:

- we may refuse to honour cheques you write before or after cancellation, withdrawal or closure
- we may seize your cards and cheques
- you may not use your card, cheques or account
- you must destroy your card and cheques
- you must pay the total debt immediately. If you don't, we may apply any money you have on deposit with us or any of our affiliates against the total debt
- you must pay the legal fees and expenses we incur to recover amounts you owe us
- you must cancel all pre-authorized merchant payments from the account.

The primary cardholder may cancel their card or any additional cards at any time by contacting us (see Section 27). If the primary cardholder cancels their card, we will also cancel all additional cards associated with the account.

## **23. Changes to this agreement**

We can change this agreement or anything disclosed on the card carrier (for example, changes to interest rates and fees), by telling you in writing as we are required to by law. Any changes we make apply to your account balance at the time we make the change and to your account balance after we make the change.

## 24. Providing you with account statements and other notices

We will provide account statements and other notices to the primary cardholder and any co-borrowers who ask for copies. We will provide the information by mail to the addresses in our MasterCard records unless you and we agree on another method. You must tell us immediately of any changes to these addresses.

## 25. Assigning this agreement

We can assign this agreement or any of its terms to a third party at any time.

## 26. About your personal information

Personal information is information that identifies you as an individual. It includes not only your name and address, age and gender, but also your personal financial records, identification numbers, including your social insurance number (SIN), personal references and employment records.

Why does the bank ask you for your personal information?

There are some purposes for using your personal information which are self-evident, such as asking for information concerning your credit history to help determine your creditworthiness if you are applying for a loan or mortgage. Self-evident purposes should be clear, but if you have any questions, just ask us. In addition to those purposes which are self-evident, we ask you for your personal information for the following purposes:

- to verify your identity and protect against fraud
- to understand your financial service requirements
- to determine the suitability of products and services for you
- to determine your eligibility for certain of our products and services, or those of others, and offer them to you
- to set up and manage products and services you have requested, and
- to comply with legal or regulatory requirements.

### Sharing your personal information

Your personal information is shared to the extent permitted by law, within BMO Financial Group (that is, BMO and its subsidiaries and affiliates) which provide deposit, loan, investment, securities, brokerage, insurance, trust and other products and services. With this more comprehensive understanding, we are better able to meet your needs as they grow and change.

### Your choices

If you would prefer not to receive our direct marketing service and/or not have your personal information shared with a member of BMO Financial Group, you can have your name deleted from our direct marketing and/or shared information lists. All you have to do is ask us. Please note that you cannot opt out of sharing your personal information where you have requested a product or service which is jointly offered by us and another member of BMO Financial Group.

If you would prefer not to have us use your SIN for administrative purposes, just ask us. This option does not apply where we are required to use your SIN for income tax reporting purposes. For complete details on our commitment to privacy, please refer to our privacy code, available at any BMO Bank of Montreal branch or online at [bmo.com/privacy](http://bmo.com/privacy).

We may obtain any credit or other financially-related information about you from:

- you
- your employer
- any credit bureau
- any person who has or may have financial dealings with you
- any references you have provided to us.

We may disclose this information about you to:

- any credit bureau
- any person who has or may have financial dealings with you.

We may monitor and record telephone calls between you and us for quality assurance purposes and for our mutual protection.

## **27. How to contact us, complaint resolution and FCAC**

### **How to contact us:**

#### **North American Customer Contact Centre**

1-800-263-2263 – 8:00 am to 11:00 pm (local time), 7 days a week  
(TTY) TeleTypewriter for the deaf or hard of hearing: 1-866-859-2089

#### **Lost or stolen cards and emergency travel 7/24 help line:**

1-800-361-3361 (Toll free Canada & U.S.)  
514-877-0330 (International call collect)

### **We're here to help - Resolving Customer Complaints**

#### **Whenever you need to talk to us, we'll be here to help.**

You come first in everything we do. If you have a complaint, we encourage you to let us know and give us the opportunity to resolve the issue. We promise to address your complaint quickly, efficiently, and professionally, as retaining your confidence and trust is of the utmost importance.

#### **1 - Talk to Us**

Talk to a representative at the branch or office where your complaint originated, or where you normally conduct your business. If your concerns are not resolved, please involve the Manager/Supervisor.

Alternatively, contact:

#### **BMO Credit Card**

Call: 1-800-263-2263

TTY: 1-866-859-2089

Visit: [bmo.com/creditcards](http://bmo.com/creditcards)

#### **2 – Escalate to a Senior Officer**

If your complaint is unresolved after following Step 1, you may escalate to the appropriate business group Senior Officer, listed below:

#### **BMO Credit Card**

#### **Office of the Head, North American Customer Contact Centre**

P.O. Box 3400 RPO Streetsville

Mississauga, ON L5M 0S9

Call: 1-800-372-5111

Fax: 1-866-868-1827

#### **3 - Escalate to the BMO Ombudsman**

If your complaint is unresolved after following Steps 1 and 2, you may escalate to the BMO Ombudsman.

The BMO Ombudsman's mandate is to conduct impartial reviews of unresolved financial services complaints for customers of Canadian operating groups. The process is based on fairness, integrity and respect, and considers: the interests of all parties, any relevant documentation, applicable laws, rules, regulations, policies and industry practices, as well as the overall fairness of the situation. At the conclusion of a review, the BMO Ombudsman may facilitate a resolution between the parties or make a recommendation to settle the complaint.

The BMO Ombudsman does not investigate certain types of complaints, including:

- Credit granting policies or risk management decisions
- Decisions to close accounts
- Business decisions to change product or service offerings
- Levels of interest rates, service charges or fees that apply to all customers
- Transaction or other product or service issues for which BMO records no longer exist
- Matters that are, or have been, before a Court, tribunal, or other independent dispute resolution body

#### **BMO Financial Group Ombudsman**

1 First Canadian Place

P.O. Box 150

Toronto, ON M5X 1H3

Call: 1-800-371-2541

Fax: 1-800-766-8029

Email: [bmo.ombudsman@bmo.com](mailto:bmo.ombudsman@bmo.com)

#### **Escalate to BMO Financial Group Privacy Office**

If your complaint is regarding the privacy of your personal information and remains unresolved after following Steps 1 and 2, you may contact the Privacy Office at:

Email: [privacy.matters@bmo.com](mailto:privacy.matters@bmo.com)

Subject line: Attn: Chief Privacy Officer

#### **BMO Financial Group Office of the Chief Privacy Officer**

1 First Canadian Place

P.O. Box 150

Toronto, ON M5X 1A1

If you are still not satisfied, you can contact:

#### **The Office of the Privacy Commissioner of Canada**

Call: 1-800-282-1376

Visit: [privcom.gc.ca](http://privcom.gc.ca)

### **4 - Contact an Ombuds Service**

#### **Ombudsman for Banking Services and Investments**

If your complaint relates to one of the following entities:

- BMO Bank of Montreal (Including clients of BMO Private Banking, BMO Creditor Insurance Clients, and BMO Credit Card)
- BMO Investments Inc.
- BMO InvestorLine Inc.
- BMO Nesbitt Burns Inc.

You also have the additional option of escalating your complaint to the Ombudsman for Banking Services and Investments (OBSI).

OBSI is an independent service for resolving banking services and investment disputes. It is your right to bring your case to OBSI for an impartial, informal and confidential review. OBSI is not a regulator, and does not advocate for consumers or the industry. Services are free to consumers.

#### **Ombudsman for Banking Services and Investments (OBSI)**

401 Bay Street, Suite 1505

P.O. Box 5

Toronto, ON M5H 2Y4

Call: 1-888-451-4519

Fax: 1-888-422-2865

Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

Visit: [obsi.ca](http://obsi.ca)

#### **Voluntary Commitments and Codes of Conduct**

BMO Financial Group has participated in the development of and is committed to the following Voluntary Commitments and Codes of Conduct, designed to protect consumers.

1. Canadian Code of Practice for Consumer Debit Card Services
2. Online Payments
3. Guidelines for Transfers of Registered Plans
4. CBA Code of Conduct for Authorized Insurance Activities
5. Principles of Consumer Protection for Electronic Commerce: A Canadian Framework
6. Model Code of Conduct for Bank Relations with Small and Medium Sized Businesses
7. Plain Language Mortgage Documents
8. Low-Cost and No-Cost Bank Accounts
9. MasterCard – Zero Liability
10. Undertaking on Right of Rescission of Principal Protected Notes
11. Code of Conduct for the Credit and Debit Card Industry in Canada
12. Commitment on Modification or Replacement of Existing Products and Services

13. Code of Conduct for Federally Regulated Financial Institutions – Mortgage Prepayment Information
14. Commitment to Provide Information on Mortgage Security
15. Commitment on Powers of Attorney and Joint Deposit Accounts

#### **Let's connect**

For more information about the Voluntary Commitments and Codes of Conduct:

Visit: [bmo.com](http://bmo.com)

Call: 1-877-225-5266, select language and then select option 3.

#### **Alternative Options**

##### **Regulators and Provincial Securities Commissions**

##### **Financial Consumer Agency of Canada (FCAC)**

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws and voluntary commitments and codes of conduct. For example, financial institutions are required to provide consumers with information about complaint handling procedures, fees, interest rates and branch closures.

If you have a complaint concerning a consumer protection law or a voluntary commitment or code of conduct, you may contact the FCAC at:

##### **Financial Consumer Agency of Canada**

427 Laurier Avenue West, 6<sup>th</sup> Floor

Ottawa, ON K1R 1B9

Call (English): 1-866-461-FCAC (3222)

Call (French): 1-866-461-ACFC (2232)

Visit: [fcac-acfc.gc.ca](http://fcac-acfc.gc.ca)

Note: The FCAC does not provide redress or compensation and cannot get involved in individual disputes.

Tips: For a complete listing of federal consumer protection laws, voluntary commitments and codes of conduct, visit: [fcac-acfc.gc.ca](http://fcac-acfc.gc.ca)

##### **Our Commitment to You**

BMO Financial Group appreciates and values the opportunity to assist you in meeting your financial objectives today, and in the future. We're committed to a strong customer focus: to service, to excellence, and to being responsive to help you reach your goals. This demands that we listen to you, constantly seek ways to enhance your experience with us, and help us earn the right to be your financial services provider.

# BMO CashBack World Elite Travel and Medical Protection Certificate of Insurance

Inside You'll find all You need to know about the Insurance features  
and benefits included with Your BMO CashBack World Elite MasterCard

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## IMPORTANT NOTICE – PLEASE READ CAREFULLY

### Read this Certificate of Insurance Carefully.

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

**The inclusive Out-of-Province/Out-of-Country Emergency Medical feature of this Certificate of Insurance is available only if You are under age sixty-five.** This age restriction applies to the Primary Cardholder, his/her Spouse and Dependent Children. Emergency Medical coverage is for the first eight days of Your Trip only.

If You want to extend Your Coverage Period for an individual Trip, You may be able to purchase additional coverage. Call 1-877-704-0341 or 1-519-741-0782.

**Warning:** This Certificate of Insurance contains a Pre-existing Conditions Exclusion for Out-of-Province/Out-of-Country Emergency Medical benefits. The Pre-existing Conditions Exclusion is applicable to Medical Conditions and/or symptoms that existed on or prior to the date Your Coverage Period began.

**There is no coverage under this Certificate of Insurance for Pre-existing Conditions as described in the Exclusions and Limitations section 4.5.2 of this Certificate of Insurance.**

You must notify Allianz Global Assistance through the Operations Centre when You need medical Treatment, within twenty-four hours when being admitted to a Hospital, or as soon as reasonably possible. Alternatively, someone else may call on Your behalf if Your Medical Condition prevents You from calling. If You do not notify the Operations Centre as soon as possible, You may receive inappropriate or unnecessary medical Treatment which may not be covered by this insurance.

Please note that Your prior medical history may be reviewed by Us when a claim is reported.

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

*The Out-of-Province/Out-of-Country Emergency Medical and Common Carrier Accidental Death and Dismemberment benefits described herein are underwritten by Allianz Global Risks US Insurance Company (Canadian Branch) ("Allianz") under Group Policy No. FC310000-A (referred to herein as the "Policy"). The Insured Person and any claimant under this insurance may request a copy of the Policy subject to certain access restrictions. The Policy is issued to Bank of Montreal (the "Policyholder", "BMO"). All other benefits, such as Car Rental Collision Damage Waiver, Car Rental Accidental Death and Dismemberment, Car Rental Personal Effects, Unexpected Return Home, Flight Delay and Baggage and Personal Effects insurance are offered by Allianz to You under an individual policy. The last 4 digits of Your BMO MasterCard Card number is Your policy number with respect to any such individual insurance.*

*The insurance described in this Certificate of Insurance is for eligible BMO CashBack World Elite MasterCard Card Primary Cardholders 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 Allianz Global Assistance through the Operations Centre.*

*This Certificate of Insurance is effective from the date BMO receives and approves the Primary Cardholder's request for the BMO CashBack World Elite MasterCard Card.*

*The Out-of-Province/Out-of-Country Emergency Medical 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 certificate 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 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 this insurance coverage. This Certificate of Insurance supersedes any certificate or policy previously issued to You.*



## 1. Definitions

In this Certificate of Insurance, certain terms have defined meanings. Defined terms are capitalized throughout this document.

**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 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 the Insurer 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 or replace the item.

**Baggage** means luggage and personal possessions, whether owned, borrowed or rented, and taken by You on the Trip.

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

**Certificate of Insurance** means a summary of the benefits provided under the Policy issued to BMO covering accident and sickness, and the individual policy of insurance for all other benefits.

**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 Certificate of Insurance.

**Covered Service** means a service or supply, specified herein, for which We provide benefits under this Certificate 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:

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

**Emergency Dental Care** means the services or supplies provided by a licensed dentist, Hospital or other licensed provider that are immediately and Medically Necessary.

**Essential Items** means necessary clothing and/or toiletries purchased during the time period in which checked Baggage has been delayed.

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

**GHIP** means the Government Health Insurance Plan of Your Canadian province or territory of residence.

**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.

**Hospital** means an institution which is licensed to provide, on an Inpatient basis, medical care and Treatment of sick and injured persons through medical, diagnostic and major surgical facilities, under the supervision of a staff of Physicians and with twenty-four hour a day service; however, Hospital does not include any institution or part of an institution which is licensed or used principally as a clinic, a continued care or extended care facility, a convalescent home, a rest home, a nursing home or a home for the aged, or a health spa or a treatment centre for drug addiction or alcoholism.

**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.

**Injury** means any bodily harm caused by an accident which results in a covered loss and which requires the immediate medical care or Treatment of a Physician.

**Inpatient** means a person who is treated as a registered bed patient in a Hospital or other facility and for whom a room and board charge is made.

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

**MasterCard Card or MasterCard** means a BMO CashBack World Elite MasterCard Card issued by BMO.

**Medical Condition** means any Sickness, Injury or symptom.

**Medical Emergency** means any unforeseen Sickness or Injury, which occurs during a Trip. A medical emergency ends when the Sickness or Injury has been treated such that Your condition has stabilized. Treatment provided when medical evidence indicates You could delay Treatment or return to Canada for such Treatment is not considered a medical emergency and is not covered.

**Medically Necessary or Medical Necessity** means the services or supplies provided by a Hospital, Physician, licensed dentist or other licensed provider that are required to identify or treat Your Sickness or Injury and that We determine are:

- Consistent with the symptom or diagnosis and Treatment of Your condition, Sickness, ailment or Injury;
- Appropriate with regard to standards of good medical practice;
- Not solely for the convenience of You, a Physician or other licensed provider; and
- The most appropriate supply or level of service that can be safely provided to You.

When applied to the care of an Inpatient, it further means that Your medical symptoms or condition require that the services cannot be safely provided to You as an Outpatient.

**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 Center maintained by Allianz Global Assistance. From Canada and the U.S. call 1-877-704-0341. From elsewhere call collect 1-519-741-0782.

**Outpatient** means someone who receives a Covered Service while not an Inpatient.

**Passenger Fare** means a ticket for travel on a Common Carrier which has been completely charged to the Account.

**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.

**Physician** means a person, other than an Insured Person or member of the Insured Person's family (by blood or marriage), who is a medical practitioner and whose legal and professional standing within his or her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada.

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

**Reasonable and Customary Charges** means charges which do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing comparable Treatment, services or supplies for a similar Medical Emergency.

**Recurrence** means the appearance of symptoms caused by or related to a Medical Condition, which was previously diagnosed by a Physician or for which Treatment was previously received.

**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.

**Sickness** means any sudden illness or disease requiring the immediate medical care or Treatment of a Physician.

**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 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 Account. The full or partial cost including taxes and/or fees, if applicable, must be charged to the Account.

**Travel Advisory** means a formal written notice issued by the Canadian government to advise travelers against non-essential travel to a foreign country or a given region in that country. This does not include travel information reports.

**Travel Companion** is any person who travels with the Primary Cardholder for the entire Trip and whose fare for transportation and/or accommodation was entirely prepaid at the same time as the Primary Cardholder.

**Treatment** means medical advice, care and/or service provided by a Physician. This includes, but is not limited to, diagnostic measures and prescribed drugs (including pills and inhaled or injected medications). It does not include checkups or cases where You have no specific symptoms.

**Trip** means a defined period of travel of definite length for which the full or partial cost of Your Ticket has been charged to the Account.

Please note: You do not need to charge Your Trip to Your MasterCard Card to be eligible for Out-of-province/Out-of-country Emergency Medical Benefits, providing Your MasterCard account is in Good Standing

**We, Our, Us** means Allianz Global Risks US Insurance Company (Canadian Branch).

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

## 2. Certificate Effective and Termination Date

Except as otherwise stated herein, this Certificate of Insurance shall come into effect on the date BMO receives and approves the Primary Cardholder's request for the BMO CashBack World Elite MasterCard Card.

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

- the date the Insured Person is no longer eligible to participate;
- the date the eligible Account is defined as ineligible by BMO; or
- the date the Policy is terminated.

## 3. Eligibility

You are eligible for this insurance while You meet all of the following conditions:

- You are a resident of Canada with a BMO CashBack World Elite MasterCard account in Good Standing.
- You are covered by a GHIP to be eligible for the Out-of-Province/Out-of-Country Emergency Medical Benefits.
- **Applicable to Out-of-Province/Out-of-Country Emergency Medical coverage only: You are under age sixty-five, (for Dependent Children see the definition and limits).**

## 4. Benefits – Coverage Period and Description of Coverages

### 4.1 Car Rentals 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 days, subject to exclusions and limitations (as outlined in Section 4.1.4) and the following requirements:

- the Rental Car must be rented by the Primary Cardholder, or a Family Cardholder; and
- the Rental Car must be rented from a commercial car rental agency; and
- the full or partial cost, including applicable taxes and/or fees of the Rental Car must be charged to the Account. An eligible Rental Car included in a pre-paid travel package is covered if the full or partial cost of the travel package was charged to the Account; and
- You must not rent more than one vehicle at a time during a rental period; and
- You must decline the collision damage waiver (“CDW”) 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 individual policy of insurance; and
- 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

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 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 consecutive days, coverage under this Certificate of Insurance will be void.

Insurance coverage ends at the earliest of:

- 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;
- the end of the chosen rental period; or
- the date on which the Primary Cardholder’s coverage is terminated in accordance with the “Certificate Effective and Termination Date” provision set out above.

#### 4.1.1 Collision Damage Waiver (CDW) Benefits

**The coverage outlined in this individual policy of insurance is provided to all eligible BMO MasterCard Cardholders by Allianz Global Risks US Insurance Company (Canadian Branch). Your individual policy number is the last four digits of your MasterCard Card number.**

**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:

- damage to the Rental Car; and
- theft of the Rental Car or any of its respective parts or accessories; and
- rental agency charges for valid loss-of-use, while the Rental Car is being repaired; and
- 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 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 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 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 Card sales draft, and Your statement of Account showing the rental charge. This charge must appear on Your statement within ninety 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

**The coverage outlined in this individual policy of insurance is provided to all eligible BMO MasterCard Cardholders by Allianz Global Risks US Insurance Company (Canadian Branch). Your individual policy number is the last four digits of your MasterCard Card number. This policy contains a provision removing or restricting the right of the person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

**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 Certificate of Insurance. "Loss of speech or hearing" must be complete and irrecoverable.

Loss means one of the following losses as defined herein:



Type of Loss	Amount of Benefit	
	Primary Cardholder	Each Additional Insured Person
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 Certificate 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 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 Certificate 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 Allianz Global Assistance. All other benefits are payable to the Primary Cardholder.

#### **4.1.3 Car Rental Personal Effects Benefits**

**The coverage outlined in this individual policy of insurance is provided to all eligible BMO MasterCard Cardholders by Allianz Global Risks US Insurance Company (Canadian Branch). Your individual policy number is the last four digits of your MasterCard number.**

*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;

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

**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;

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

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

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

**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;

**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 milligrams of alcohol in one hundred millilitres of blood) or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs);

**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;

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

**Medical Complications** - medical or surgical treatment or complications arising therefrom, except when required as a direct result of an Accidental Bodily Injury;

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

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

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

**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;

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

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

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

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

Financial collapse or default of any transport, tour or accommodation provider;

Epidemic or pandemic damage caused by an epidemic or pandemic during the coverage period;

**Sanctions** - any business or activity that would violate any applicable national economic or trade sanction law or regulations; or

**Trip Advisory** - any expenses incurred, if You choose to travel to a country, region or city, if before Your effective date, a formal Travel Advisory was issued.

#### 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:

- There is no coverage for any vehicle with a Manufacturer's Suggested Retail Price (MSRP) in its model year, over \$65,000.
- 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.
- This coverage does not apply to Rental Cars when Your rental period is more than forty-eight consecutive days, or Your rental period is extended for more than forty-eight days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or other vehicles.
- This coverage will not pay for the 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.
- This coverage does not apply to rental vehicles used to transport property or passengers for hire or compensation.
- 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:

- are for private passenger use with seating for no more than eight occupants including the driver; and
- do not exceed a "3/4 ton" rating; and
- 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
- 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 years old or when its model has not been manufactured for ten 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.

- Personal Effects do not include money (whether paper or coin), tickets, consumable or perishable goods, bullion, banknotes, negotiable instruments or other numismatic property.
- Benefits are not paid if loss results from Mysterious Disappearance.
- Reasonable effort must have been made by the Insured Person to protect their Personal Effects (e.g. locking Your Personal Effects 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.
- 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 Certificate of Insurance. 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

Assistance Services are provided and administered by Allianz Global Assistance and are available to all eligible BMO MasterCard Cardholders.

### 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 Card to be eligible for the following services.

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

#### Coverage Benefits

- **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) or payment for such costs will be arranged, if reasonably possible, through family or friends if it cannot be charged to Your Account.
- **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.
- **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.
- **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 Card 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).

## 4.3. Flight Delay Benefits

### 4.3.1 Coverage Period and Benefits

**The coverage outlined in this individual policy of insurance is provided to all eligible BMO MasterCard Cardholders by Allianz Global Risks US Insurance Company (Canadian Branch). Your individual policy number is the last four digits of your MasterCard Card number.**

### Coverage Eligibility

Coverage applies only when You charge the full or partial cost of Your Trip to the Primary or Family Cardholder's MasterCard Card prior to departure.

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

### Coverage Period

Coverage begins at the time of Your departure on Your Trip. Coverage ends at the time of Your return to Your original point of departure.

### Coverage Benefits

Flight Delay Benefits are payable in the event of a delay of more than six hours in the arrival or departure of Your regularly scheduled airline flight. You will be reimbursed up to a maximum of \$500 per Account per Trip, for reasonable, additional accommodation and travelling expenses. Expenses must be incurred by You as a result of the delay. You will be required to submit original, itemized receipts for any expense that You incur in this regard. Prepaid expenses are not covered.

### 4.3.2. Flight Delay Exclusions and Limitations

This insurance does not cover, provide services for or pay claims resulting from:

- Pregnancy, miscarriage, childbirth or complications of any of these conditions occurring within nine weeks of the expected date of birth.
- Riot or civil disorder; committing or attempting to commit a criminal offence.
- Intentional self-injury, suicide or attempted suicide while sane or insane.
- Abuse of any medication or non-compliance with prescribed medical treatment or therapy.
- Mental, nervous or emotional disorders that do not require immediate hospitalization.
- Any Injury or accident occurring 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 millilitres of blood or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs) and any chronic illness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.
- The Insured Person voluntarily and knowingly exposing himself/herself to risk from: an act of war whether declared or undeclared; rebellion; revolution; hijacking or Terrorism; and any service in the armed forces.
- Participation in professional sports; any speed contest; SCUBA diving, unless the Insured Person holds a basic SCUBA designation from a certified school or other licensing body; hang-gliding; sky diving; parachuting; bungee jumping; parasailing; spelunking; mountaineering; rock climbing or a flight accident, except as a passenger in a commercially licensed airline.
- Any Trip commenced or continued against the advice of the Insured Person's Physician.
- Failure of any travel supplier through which You contract for services if this supplier shall be, at the

time of booking, in bankruptcy, insolvency or receivership; or in the case of U.S. Air Carriers, under Chapter 11 in the U.S. Bankruptcy Code. No protection is provided for failure of a travel agent, agency or broker.

- Non-presentation of required travel documents, i.e., visa, passport, inoculation/vaccination reports.
- The death or serious and/or terminal illness of a person when the purpose of the Trip is to provide support and physical care for that person.

#### **4.4 Baggage and Personal Effects Benefits**

##### **4.4.1 Coverage Period and Benefits**

**The coverage outlined in this individual policy of insurance is provided to all eligible BMO MasterCard Cardholders by Allianz Global Risks US Insurance Company (Canadian Branch). Your individual policy number is the last four digits of your MasterCard Card number.**

##### **Coverage Eligibility**

Coverage applies only when You charge the full or partial cost of Your Trip to the Primary or Family Cardholder's MasterCard Card prior to departure.

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

##### **Coverage Period**

Coverage begins at the time of Your departure on Your Trip. Coverage ends at the time of Your return to Your original point of departure.

##### **Coverage Benefits**

This Baggage and Personal Effects insurance covers the Actual Cash Value of Baggage and Personal Effects up to \$750 per Insured Person up to a maximum of \$2,000 per Account per Trip for:

- Loss or damage of Baggage and/or Personal Effects worn or used by You when accompanying You during the Trip. Coverage is limited to \$500 per item.
- Theft, burglary, fire or transportation hazards to Baggage and/or Personal Effects worn or used by You during the Trip. Coverage is limited to \$500 per item.
- Loss or damage to camera equipment during the Trip. Camera equipment is collectively considered one item. Coverage is limited to \$500 per item.
- Loss or damage to jewelry during the Trip. Jewelry is collectively considered one item. Coverage is limited to \$500 per item.
- Up to \$200 will be reimbursed for the purchase of Essential Items as a result of Your checked Baggage being delayed by the Common Carrier for twelve hours or more, during the Trip en route to Your destination and before returning to Your original point of departure. Proof of delay of checked Baggage from the Common Carrier along with receipts of purchases must accompany Your claim. Purchases must be made within thirty-six hours of Your arrival at Your destination. The costs of items purchased under this benefit will reduce the maximum amount payable under the Baggage and Personal Effects benefit, if it is later determined that Your personal Baggage has been lost, stolen or damaged.

##### **Additional Conditions specific to Baggage and Personal Effects Insurance**

- In the event of loss of an article which is part of a pair or set, the measure of loss shall be at a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of such article and with the understanding that such loss shall not be construed to mean total loss of the pair or set.
- We shall not be liable beyond the Actual Cash Value of the property at the time any loss occurs. We reserve the right to repair or replace any damaged or lost property with other of like quality and value, and to require submission of property for appraisal of damage.

##### **4.4.2 Baggage and Personal Effects Benefits Exclusions**

This insurance does not cover, provide services for or pay claims resulting from:

- Loss caused by normal wear and tear, gradual deterioration, moths, or vermin.
- Animals; automobiles, (including equipment and contents), trailers, motorcycles, bicycles, boats, motors, other conveyances or their accessories; souvenirs, fragile or collectible items; consumable

- or perishable goods; household effects and furnishings; contact lenses, prescription glasses, non-prescription sunglasses; artificial teeth and prostheses, medical equipment and appliances; money, securities; Tickets, documents; any property pertaining to as business, profession or occupation; personal computers; software; or cellular phones.
- Loss or damage to jewelry, gems, watches and furs or garments trimmed with fur and camera equipment while in the custody of an airline or Common Carrier.
- Loss of covered and non-covered items sustained due to any process or while being worked upon; radiation; confiscation by any government authority; war (declared or undeclared); or contraband or illegal transportation or trade.
- Loss incurred while You are performing a negligent act(s) or criminal act(s).
- Items specifically or otherwise insured.

#### **4.5 Out-of-Province/Out-of-Country Emergency Medical Benefits for cardholders under age sixty-five.**

##### **4.5.1 Coverage Period and Benefits**

**The coverage outlined in this Certificate of Insurance is provided to all eligible BMO Cardholders by Allianz Global Risks US Insurance Company (Canadian Branch) under Policy number FC310000-A, issued to BMO.**

##### **Coverage Eligibility**

To be eligible for the inclusive eight day Out-of-province/Out-of-country Emergency Medical Benefits of this MasterCard Card, You must be under age sixty-five. This includes the Primary Cardholder, his/her Spouse and Dependent Children.

You do not need to charge Your Trip to Your MasterCard Card to be eligible for this coverage, providing Your MasterCard account is in Good Standing.

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

##### **Coverage Period**

Your eight day Coverage Period begins when You depart from Your province or territory of residence on Your Departure Date providing Your MasterCard account is in Good Standing.

Your Coverage Period will terminate on the earliest of the following:

- The date You return to Your Canadian province or territory of residence;
- The date Your MasterCard account is cancelled;
- The date Your MasterCard account is no longer in Good Standing;
- The date You attain age sixty-five (for Dependent Children see the definition for age limits); or
- at 00:01 a.m. on the ninth day (including Your Departure Date) after You leave on Your Trip.

##### **Optional Extension of Coverage**

Your Coverage Period can be extended provided no event has occurred that would give rise to a claim under this insurance and provided You request an extension by phone prior to Your scheduled return date. Your total Trip length including extensions cannot exceed the maximum of days for which you are covered under your GHIP (183 days or more depending on your province or territory).

To arrange for an extension call the Operations Centre at 1-877-704-0341 while in North America, or if elsewhere, call collect 1-519-741-0782. Premium payment must be charged to Your BMO MasterCard account.

When making a claim hereunder, evidence of Your Departure Date from, scheduled and actual return dates to, Your province or territory of residence will be required.

##### **Automatic Extension of Coverage**

When You are in Hospital due to a Medical Emergency on Your scheduled return date, Your coverage will remain in force for as long as You are in Hospital plus a further period of three days following Your discharge from Hospital.

The Coverage Period is also automatically extended for three days when:

- The delay of a plane, bus, ship or train in which You are a passenger causes You to miss Your scheduled return date; or
- The personal means of transportation in which You are travelling is involved in an accident or

mechanical breakdown that prevents You from returning on or before Your scheduled return date; or

- You must delay Your scheduled return due to the Medical Emergency of another Insured Person.

This insurance covers the Reasonable and Customary Charges up to a maximum of \$2,000,000 (**unless specified otherwise below for a specific benefit**) incurred by an Insured Person for the medical Treatment and Covered Services listed below arising from a Medical Emergency which occurs during the Coverage Period.

Following are eligible expenses covered by this insurance, subject to all exclusions and limitations described in this Certificate of Insurance. **Any Treatment or service not listed below is not covered.** Neither We, nor the Operations Centre, nor BMO are responsible for the availability, quality or results of any medical Treatment or transportation, or the failure of an Insured Person to obtain medical Treatment.

### **Coverage Benefits**

These Out-of-province/Out-of-country Emergency Medical Benefits cover Reasonable and Customary Charges for the following Covered Services arising from a Medical Emergency of an Insured Person occurring during the Coverage Period.

#### **Emergency Hospital, Ambulance & Medical Expenses**

- Hospital room and board charges, up to semi-private or the equivalent. If Medically Necessary, expenses for Treatment in an intensive or coronary care unit are covered;
- Treatment by a Physician;
- X-rays and other diagnostic tests;
- Use of an operating room, anesthesia and surgical dressings;
- The cost of licensed ambulance service;
- Emergency room charges;
- Prescription drugs and medication, limited to a thirty day supply;
- The cost for rental or purchase of minor medical appliances such as wheelchairs and crutches.

#### **Private Duty Nursing Expenses**

Benefits are payable to a maximum of \$5,000 per Insured Person for the professional services of a registered nurse (not related to You by blood or marriage) while hospitalized, provided these services are Medically Necessary and prescribed by the attending Physician.

#### **Emergency Air Transportation or Evacuation**

The following are covered expenses provided they are approved and arranged in advance by the Operations Centre:

- Air ambulance to the nearest appropriate medical facility or to a Canadian Hospital;
- Transport on a licensed airline for emergency return to the Insured Person's province or territory of residence for immediate medical attention; and
- A medical attendant to accompany You on the flight back to Canada.

All air transportation expenses must be approved and arranged in advance by the Operations Centre.

#### **Other Professional Services**

Where the professional services of a physiotherapist, chiropractor, osteopath, chiroprapist or podiatrist are Medically Necessary, coverage will be provided to a maximum of \$150 per Insured Person per discipline.

#### **Emergency Dental Care Expenses**

This insurance covers the cost to repair or replace natural teeth or permanently attached artificial teeth required as the result of an Injury to the mouth, to a maximum of \$2,000 per Insured Person. Chewing accidents are not covered. To be eligible for coverage, dental Treatment must take place during Your Trip.

Treatment for the emergency relief of dental pain is covered to a maximum of \$150 per Insured Person.

#### **Transportation to the Bedside**

This insurance covers one round-trip economy airfare by the most direct and cost effective route from

- Canada, plus lodging and meals up to a maximum of \$250, for any one Immediate Family Member to:
- Be with an Insured Person who is travelling alone and has been admitted to a Hospital as an Inpatient. The Insured Person must be expected to be an Inpatient for at least seven days outside their home province or territory and have verification from the attending Physician that the situation is serious enough to require the visit; or
  - Identify a deceased Insured Person prior to release of the body, where necessary.

### **Return of Deceased**

In the event of the death of an Insured Person while on a Trip, this insurance covers up to \$3,000 for the preparation (including cremation) and transportation of the deceased's remains to his/her province or territory of residence. The cost of a burial coffin or urn is not covered.

### **Additional Hotel and Meal Expenses**

If Your return to Canada is delayed due to a Medical Emergency, this insurance covers the cost for hotel and meal expenses incurred after Your planned return date up to \$200 a day to a maximum of ten days per Account. To receive reimbursement, original receipts must be submitted.

### **Return of Vehicle**

If neither You nor anyone travelling with You is able to operate Your owned or rented vehicle due to Sickness, Injury or death while travelling outside Your province or territory of residence, You will be reimbursed up to a maximum of \$1,000 for the costs associated with the return of the vehicle. Eligible for reimbursement is the cost of the return performed by a professional agency; or the following necessary and reasonable expenses incurred by an individual returning the vehicle by a direct route and in a reasonable time frame on behalf of the Insured Person: fuel, meals, overnight accommodation, one-way economy airfare. Benefits will only be payable when the return of the vehicle is pre-approved and/or arranged by the Operations Centre and the vehicle is returned to Your normal place of residence or the nearest appropriate rental agency within thirty days of Your return to Canada.

**To receive reimbursement, original itemized receipts must be submitted.** Any other expenses are not covered. Expenses incurred by anyone travelling with the person returning the vehicle are not covered.

## **4.5.2 Out-of-Province/Out-of-Country Emergency Medical Benefits Exclusions and Limitations**

The insurance does not cover, provide services or pay claims resulting from:

### **• Pre-existing conditions:**

This insurance will not pay for expenses incurred during the Coverage Period related to:

- the continuing Treatment, Recurrence, or medically recognized complication relating directly or indirectly to a Medical Condition, for which You consulted, investigated, were diagnosed or for which Treatment was taken by You during the six month period immediately before Your Coverage Period began; and
- the Treatment of, or relating to, a Medical Condition, for which You exhibited any symptom during the six month period immediately before Your Coverage Period began for which a reasonable person would have made inquiries regarding their Medical Condition, regardless of whether or not such inquiries were made.

**Please note:** This exclusion does not apply to a Medical Condition controlled by the consistent use of medication(s) taken as prescribed by a Physician provided that during the six month period before Your Coverage Period began there has been no change in any medication(s) and no other Treatment has been taken or recommended. A new medication or an alteration in usage or dosage of a medication constitutes a change in medication.

- The continued Treatment, Recurrence or complication of a Medical Condition following emergency Treatment of that Medical Condition during Your Trip, if the medical advisors of the Operations Centre determine that the Insured Person is able to return to Canada and the Insured Person chooses not to return.
- A Medical Condition for which You delayed or refused further Treatment or investigation, which was recommended by Your Physician before Your Departure Date.

- Surgery, including but not limited to angioplasty and/or cardiac surgery, and any associated diagnostic charges, which are not approved by the Operations Centre prior to being performed except in extreme circumstances where surgery is performed on an emergency basis immediately following admission to a Hospital.
- The following procedures, including any associated charges, which are not authorized in advance by the Operations Centre: MRI (Magnetic Resonance Imaging); CAT (Computer Axial Tomography) scans; sonograms; ultrasounds; and biopsies.
- Emergency air transportation, which is not approved in advance by the Operations Centre.
- Treatment not performed by or under the supervision of a Physician or dentist.
- Pregnancy, routine pre-natal care, miscarriage, childbirth or complications of any of these conditions occurring within nine weeks of the expected date of birth.
- Riot or civil disorder; committing or attempting to commit a criminal offence.
- Intentional self-injury, suicide or attempted suicide while sane or insane.
- Abuse of any medication or non-compliance with prescribed medical Treatment or therapy.
- Mental, nervous or emotional disorders that do not require immediate hospitalization.
- Any Injury or accident occurring 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 milligrams of alcohol in one hundred millilitres of blood or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs) and any chronic illness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.
- The Insured Person voluntarily and knowingly exposing himself/herself to risk from: an act of war whether declared or undeclared; rebellion; revolution; hijacking or Terrorism; and any service in the armed forces.
- Drugs and medication, which are commonly available without a prescription or which are not legally registered and approved in Canada.
- Prescription refills.
- Replacement of lost or damaged eyeglasses, contact lenses or hearing aids.
- Participation in professional sports; any speed contest; full contact bodily sports; SCUBA diving, unless the Insured Person holds a basic SCUBA designation from a certified school or other licensing body; hang-gliding; skydiving; parachuting; bungee jumping; parasailing; spelunking; mountaineering; rock climbing; heli-skiing; skiing outside of marked trails; or air travel other than as a ticketed passenger.
- Any Treatment or surgery, where the Insured Person can return to his/her province or territory of residence for such Treatment without adversely affecting his/her Medical Condition.
- Any Treatment or surgery during the Trip, when the Trip is undertaken for the purpose of securing or with the intent of receiving medical or Hospital services, whether or not such Trip is on the advice of a Physician.
- Any Trip commenced or continued against the advice of the Insured Person's Physician.
- Regular care of a chronic Medical Condition; elective Treatment; cosmetic Treatment, or any Treatment or surgery that is not required for relief of acute pain or suffering.
- Your travel to a country for which the Canadian government has issued a Travel Advisory in writing prior to Your Departure Date.

## What should you do in the event of a medical emergency?

You must contact the Operations Centre in the event of a Medical Emergency

- **From Canada and the United States call:**  
1-877-704-0341
- **From elsewhere call collect:**  
1-519-741-0782
- **Fax:** 1-519-742-8553
- **Visit:** [www.allianzassistanceclaims.ca](http://www.allianzassistanceclaims.ca)

Assistance coordinators are available twenty-four hours a day, every day of the year. The Operations Centre will assist in finding and arranging medical care; provide claims management and payment assistance under this insurance; pay Hospitals and other medical providers directly whenever possible; and coordinate claims with Your GHIP whenever possible.

If the covered medical expense is relatively small, the Hospital or Physician may ask You to pay. You will be reimbursed for covered expenses upon submission of a claim.

In order to benefit from payment assistance and other assistance services, You must notify the Operations Centre when You need medical Treatment within twenty-four hours or as soon as reasonably possible after being admitted to a Hospital. If You do not notify the Operations Centre at an early stage in Your claim, You may receive inappropriate or unnecessary medical Treatment, which may not be covered by this insurance.

**Note: Failure to contact the Operations Centre could result in Your expenses not being covered, denial or a delay in the settlement of Your claim.**

### **4.5.3 Out-of-Province/Out-of-Country Emergency Medical Assistance Services**

In addition to the medical insurance benefits, the following Assistance Services are provided:

#### **Medical Assistance and Consultation**

You will be directed to the nearest appropriate medical facility wherever possible.

#### **Payment Assistance**

Subject to the limitations of this insurance, the Operations Centre will offer to all Hospitals, which provide an Insured Person with Medically Necessary Treatment, a guarantee of coverage for Covered Services. If the guarantee is not accepted, the Operations Centre will assist in arranging and coordinating payment wherever possible.

**Note: If You do not contact the Operations Centre as soon as possible, and receive medical attention, You may be responsible for paying the bills and submitting a claim after You return to Your province or territory of residence.**

#### **Emergency Message Centre**

In case of a Medical Emergency, the Operations Centre can help to relay important messages to or from Your family, business or Physician.

**Please call the Operations Centre at 1-877-704-0341 or 1-519-741-0782 if You have any questions regarding what is not covered.**

### **4.6 Common Carrier Accidental Death and Dismemberment Benefits**

The coverage outlined in this Certificate of Insurance is provided to all eligible BMO Cardholders by Allianz Global Risks US Insurance Company (Canadian Branch) under Policy number FC310000-A, issued to BMO.

#### **4.6.1 Coverage Period and Benefits**

##### **Coverage Eligibility**

This travel insurance plan is provided to BMO MasterCard cardholders automatically when the entire cost of the Passenger Fare(s) is charged to Your MasterCard Account while the insurance is effective. It is not necessary for You to notify the administrator or Us when tickets are purchased.

**Loss** means, with respect to a hand, complete severance throughout or above the knuckle joints of at least four fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. We will consider it a loss of hand or foot even if they are later reattached.

##### **Insured Person**

As a BMO MasterCard Cardholder, You, Your Spouse and Your 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 Your MasterCard Account. If the Passenger Fare has been charged to Your MasterCard 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 Your 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 Your MasterCard Account.

### **Coverage Benefits**

The full Benefit Amount is payable for accidental loss of life, two 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 member, sight of one 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 year of the accident. We will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate Us 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 MasterCard Account arising from any one accident, Our 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:

- the Insured Person's Spouse,
- the Insured Person's children,
- the Insured Person's parents,
- the Insured Person's brothers and sisters,
- 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.

### **4.6.2 Common Carrier Accidental Death and Dismemberment Exclusions and Limitations**

This insurance does not cover loss resulting from:

- 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;
- suicide, attempted suicide or intentionally self inflicted injuries; and
- 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 Policy on file with BMO. If a statement in this description of coverage and any provision in the Policy differ, the Policy will govern. Any terms of this Certificate of Insurance which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this Certificate of Insurance is issued are amended to conform with such statutes.

## 5. Conditions

- In consultation with the Insured Person's attending Physician, We reserve the right to transfer the Insured Person to another Hospital or to return the Insured Person to his/her province or territory of residence. Refusal to comply by the Insured Person will release Us of any liability for expenses incurred after the proposed transfer date.
- **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.
- **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 Certificate of Insurance shall cease and there shall be no payment of any claim made under this Certificate of Insurance.
- In the event of a payment under this Certificate of Insurance, 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.
- 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.
- You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty 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 days from the date the claim arises.

Satisfactory proof of loss means proof satisfactory to Us of:

- the Departure Date;
- the occurrence of the Injury or the commencement of the Sickness;
- the cause or nature of the Injury or Sickness;
- the loss, expense or service for which benefits are being claimed (original itemized receipts);
- the Primary Cardholder's age;
- the claimant's age; and
- the right of the claimant to receive payment.

Satisfactory proof of loss specific to Car Rental Benefits:

- 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.

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 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 Certificate of Insurance will invalidate Your claim.

- 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, 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 Certificate of Insurance will invalidate Your claim
- **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

- The Out-of-province/Out-of-country Emergency Medical Benefit provided herein is supplemental in that it pays for covered expenses in excess of Your GHIP and any other insurance plan. Benefits

payable under any other insurance plan under which You may have coverage will be coordinated in accordance with the current guidelines issued by the Canadian Life & Health Insurance Association. Payment under the insurance and any other plan shall not exceed 100% of the eligible charges incurred. This insurance also allows Us/the Operations Centre to receive in Your name, and endorse and negotiate on Your behalf, these eligible payments. When GHIP and other insurance payments have been made, this releases GHIP and the other insurers from any further liability in respect of that eligible claim.

- All amounts stated in the Certificate of Insurance 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.
- **Payment of Benefits:** Benefits payable under this Certificate of Insurance will be paid within sixty days of receipt of satisfactory proof of loss. Payment made in good faith will discharge Us to the extent of this claim.
- **Legal Action:** Any action or arbitration proceeding to recover benefits hereunder cannot be taken prior to sixty days after satisfactory proof of loss has been furnished in accordance with the requirements of this Certificate of Insurance. Any legal action or arbitration proceeding against Us for the recovery of a claim under this Certificate of Insurance shall not be commenced more than one 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 Certificate of Insurance 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 Certificate of Insurance was issued and at a venue We and/or Allianz Global Assistance choose.
- **Waiver:** Notwithstanding anything to the contrary, no provision of this Certificate of Insurance 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.
- **Governing Law:** The benefits, terms and conditions of this Certificate of Insurance shall be governed by the insurance laws of the province or territory in Canada where the Insured Person normally resides.
- **Conflict with Laws:** Any provision of this Certificate of Insurance, 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.
- **Salvage:** The insurer has the right to request salvage in respect of any loss in respect of which a claim is made under coverage provided by the insurer hereunder. If salvage is requested, it must be remitted to the insurer at the Insured Person's expense. Failure to remit requested salvage may result in denial of the claim.

## 7. Claim Filing Procedures

Please contact Allianz at 1-877-704-0341 or 519-741-0782 or in writing at:

**Allianz Global Assistance**, 4273 King Street East, Kitchener, ON, N2P 2E9  
or visit [www.allianzassistanceclaims.ca](http://www.allianzassistanceclaims.ca) to obtain a claim form.

This insurance will not pay for any interest.

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.

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:

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

- An itemized statement of repairs for the rental vehicle (*unless Our representative has seen the car*).
- **Car Rental Accidental Death & Dismemberment Benefits**
  - Certified death certificate.
  - Medical records pertaining to the accident.
  - Police report or any other accident reports filed.
- **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.
- **Unexpected Return Home Benefits**
  - A copy of the Immediate Family Member's death certificate.
- **Flight Delay Benefits**
  - Original police, Common Carrier or other report that verifies the cause and duration of the delay.
  - Original, itemized receipts.
- **Baggage and Personal Effects Benefits**
  - Original claim determination from the Common Carrier, if applicable.
  - Original police report or other report of local authorities.
  - Original receipts and list of stolen, lost or damaged items.
  - Statement of loss providing amount of loss, date, time and cause of loss.
- **Out-of-Province/Out-of-Country Emergency Medical Benefits**
  - Any explanation of diagnosis(es) along with Your original itemized bills and receipts.
  - The claimant's enrollment in his/her provincial or territorial GHIP, and valid health card number.
  - The provision of an authorization to secure medical records.
  - The provision of any forms or authorizations required to pursue reimbursement from Your GHIP, any other insurance and/or any third parties.
  - Your Departure Date and Your scheduled and actual dates of return.
- **Common Carrier Accidental Death and Dismemberment Benefits**
  - A copy of the invoice showing Your MasterCard Account as the method of payment;
  - Certified death certificate;
  - Medical records pertaining to the accident; and
  - Police report or any other accident reports filed.

## 8. Protecting Your Personal Information

### Privacy Information Notice

Allianz Global Risks US Insurance Company, Canadian Branch (the "insurer") and the insurer's insurance administrator, Allianz Global Assistance, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about you
- records that reflect your business dealings with and through us.

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with you
- To consider any application for insurance

- If approved, to issue a Policy or Certificate of insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- To investigate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds, and claimants. In some cases we also collect personal information from members of a Certificate or Policy 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 or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the "optional 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 Allianz Global 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 or Policy holder's, insured's or claimant's file that we establish and maintain in the offices of Allianz Global 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.

For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca).

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period.

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

**Privacy Officer – Allianz Global Assistance**

4273 King Street East, Kitchener, ON, N2P 2E9

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

# CashBack Rewards Terms and Conditions

If you have the BMO CashBack World Elite MasterCard, BMO CashBack World MasterCard, or the BMO CashBack MasterCard, you agree to the following terms and conditions which form part of the BMO MasterCard Cardholder Agreement between you and us. In these terms and conditions, “you” means the primary cardholder. All other definitions contained in the BMO MasterCard Cardholder Agreement apply to these terms and conditions.

### **1. When CashBack Rewards Are Issued**

Purchases, less any refunds shown on your account statements, qualify for CashBack rewards if:

- your account is in good standing, and
- the purchases are charged to your account after we have completed your request to obtain a BMO CashBack World Elite MasterCard, BMO CashBack World MasterCard, or the BMO CashBack MasterCard account.

### **2. When CashBack Rewards Are Not Issued**

Cash Advances, interest charges, fees, payments, credit or debit adjustments and any amount other than purchases that may be charged to your Account with your card or cheques, do not qualify for CashBack rewards. We may establish other qualifying and nonqualifying transactions from time to time.

### **3. How CashBack Rewards Are Issued**

Where purchases qualify for CashBack rewards, CashBack rewards will be issued based on the award level established by us from time to time in the period ending with your most recent account statement. CashBack rewards are rounded down to the nearest cent. If you have the BMO CashBack MasterCard you will earn 1.0% CashBack rewards—that’s \$1 back on every \$100 of net new purchases. For example, if your account statement showed \$555.00 in net new purchases, you would receive \$5.55 in CashBack rewards ( $\$555 \times 1.0\% = \$5.55$ ). If an Account statement shows more refunds than purchases, CashBack rewards will be deducted from accumulated CashBack rewards or from CashBack rewards you receive later. These deductions will be calculated on the same basis as set out above.

### **4. Bonus CashBack Rewards**

From time to time, we may offer bonus CashBack rewards for purchases at designated merchants or types of merchants. Additional terms and conditions may apply to these programs.

We may also offer a first use bonus on your credit card, which is applied to your account when making your first purchase with your card.

If your card has an annual card fee, and:

- you cancel your card within thirty days of the card fee being billed to your account, and;
- the card fee is refunded, the first use bonus will be cancelled.

If you have a no fee card or the annual card fee is waived, the first use bonus will be cancelled if you cancel the card within thirty days of account opening.

### **5. Withdrawing CashBack Rewards**

We may cancel or reverse any CashBack rewards not issued properly. We may refuse to issue CashBack rewards or may withdraw CashBack rewards already issued if your Account is not in good standing.

### **6. Accumulating, Redeeming and Crediting Your Account with CashBack Rewards**

You will accumulate CashBack rewards over the course of a calendar year beginning with the purchases shown on your January statement. We will redeem the CashBack rewards in December each year and credit your account in January of the following year.

## 7. When We May Not Credit Your Account

We may not credit your account if your account has been closed or if it is not in good standing. As well, if you have a negative CashBack rewards balance (because you have had more refunds than new purchases), CashBack rewards will be deducted from accumulated CashBack rewards or from CashBack rewards you receive later.

## 8. Transferability

CashBack rewards are not transferable to any other account.

## 9. Amendment and Cancellation

We have the right at any time to amend these terms or cancel the CashBack Reward program or the BMO Roadside Assistance Program. If we cancel the CashBack Rewards program, we will credit your account for the CashBack rewards you have previously earned, unless your account is not in good standing at that time.

## 10. How To Contact Us

For questions regarding the program, visit us at [bmorewards.com](http://bmorewards.com) or call us. You will find the designated phone number and hours of service, specific to your card, in the chart below:

BMO CashBack World Elite MasterCard	
<b>Phone:</b> 1-866-991-4769 TTY: 1-866-859-2089	
<b>Hours of Service</b> (Eastern Standard Time) <b>Monday – Saturday</b> 8:00 AM to midnight <b>Sunday</b> 10:00 AM to midnight	<b>Cantonese Mandarin Queue</b> <b>Monday – Saturday:</b> 8:00 AM to midnight



BMO MasterCard  
Extended Warranty Plus and  
Purchase Protection Plus  
Certificate of Insurance

# Important Notice

## Read This Certificate of Insurance Carefully.

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

Coverage under this Certificate of Insurance is secondary to any insurance under which an eligible item is otherwise insured in whole or in part (*Please refer to section 3.3.3 of this Certificate of Insurance*).

This Certificate of Insurance is underwritten by Allianz Global Risks US Insurance Company (Canadian Branch) (“Allianz”, “We”, “Us” or “Our”) under Group Policy No. FC310000-A (the “Policy”), effective May 1, 2015, issued to Bank of Montreal (the “Policyholder”, “BMO”). The Insured Person and any claimant under this insurance may request a copy of the Policy subject to certain access restrictions. The insurance described in this Certificate of Insurance is for eligible MasterCard Card Primary Cardholders of BMO whose Accounts are in Good Standing and where specified, their Spouses and/or Dependent Children (referred to herein as “You” or “Your”). This Insurance is administered by Allianz Global Assistance through the Operations Centre.

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, whether an Account is in Good Standing and whether the insurance pursuant to this Certificate of Insurance has come into or is in force.

No person is eligible for coverage under more than one Certificate 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 certificate, 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 this insurance coverage. This Certificate of Insurance supersedes any certificate previously issued to You.

## 1. Definitions

**In this Certificate of Insurance, certain terms have defined meanings. Defined terms are capitalized throughout this document.**

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

**Certificate of Insurance** means a summary of the benefits provided to You under the Policy issued to BMO.

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

**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:

- twenty years of age and under; or
- twenty-five years of age and under and a full-time student attending a recognized college or university; or
- twenty-one years of age and over, 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 to whom BMO has issued a supplemental MasterCard Card.

**Gift(s)** means the voluntary transfer of tangible moveable property without consideration and intended for personal use only.

**Good Standing** means being in full compliance with all of the provisions of the cardholder agreement (as determined at BMO’s sole discretion) in force between the Primary Cardholder and BMO.

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

**MasterCard Card or MasterCard** means a BMO CashBack World Elite MasterCard Card 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.

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

**Personal Property** means tangible, moveable property purchased with Your MasterCard Card and intended for personal use.

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

**Purchase Price** means the full cost of an item (including taxes) evidenced by a receipt and charged to the MasterCard account.

**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 spouse.

**We, Our, Us** means Allianz Global Risks US Insurance Company (Canadian Branch).

**You or Your** the Insured Person.

## 2. Certificate Effective and Termination Date

Except as otherwise stated herein, this Certificate of Insurance is effective on the date the BMO receives and approves the application of the Primary Cardholder for a MasterCard Card which includes the benefits described in this Certificate of Insurance as a feature of their MasterCard Card.

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

- the date the Insured Person is no longer eligible to participate;
- the date the eligible Account is defined as ineligible by BMO;
- the date BMO ceases to pay premium; or
- the date the Policy is terminated.

## 3. Benefits – Coverage Period and Description of Coverages

### 3.1 Purchase Protection Plus Benefits

**Insured Person** means the Primary Cardholder or a Family Cardholder.

#### Coverage Eligibility

The following benefits apply when You charge the full Purchase Price of Personal Property or Gift items to Your Account. Items purchased for commercial purposes are not eligible under this policy.

#### Coverage Period

Most items are automatically covered for one hundred eighty days from the date of purchase, subject to the terms and conditions of this Certificate of Insurance. There is no registration required.

#### Coverage Benefits

This insurance covers against theft of, or damage to, covered items anywhere in the world. If such item is stolen or damaged, it will be repaired, replaced or You will be reimbursed the Purchase Price, at Our discretion.

The overall lifetime maximum of applicable insurance for Purchase Protection Plus and Extended Warranty Plus is \$60,000 per Account.

Please see section 3.3 for applicable exclusions and limitations to this coverage.

### 3.2 Extended Warranty Plus Benefits

*Insured Person* means the Primary Cardholder or a Family Cardholder.

#### Coverage Eligibility

The following benefits apply when You charge the full Purchase Price of Personal Property or Gift items to Your Account. Regardless of where the item is purchased the original manufacturer's warranty must be valid in Canada. Coverage is available automatically, except when the original manufacturer's warranty exceeds five years, in which case You must register the item with the Operations Centre within one year of the date of purchase. Items purchased for commercial purposes are not eligible under this Certificate of Insurance.

#### Coverage Benefits

This insurance provides for an extension of the original manufacturer's warranty up to a maximum extension of two years. We will reimburse You, at Our discretion, the lesser of the cost to repair or to replace the item. Terms of the extension will be in accordance with the original manufacturer's warranty, excluding any extended warranty offered by the manufacturer or any other party.

The overall lifetime maximum of applicable insurance for Extended Warranty Plus and Purchase Protection Plus is \$60,000 per Account.

Please refer to section 3.3 for applicable exclusions and limitations.

### 3.3 Exclusions and Limitations

#### 3.3.1 Purchase Protection Plus Exclusions and Limitations

In addition to the General Exclusions and Limitations these specific exclusions and limitations apply to Purchase Protection Plus benefits.

- The following items are not covered:
  - traveler's cheques, money (paper or coin), tickets, documents, bullion, banknotes, negotiable instruments or other numismatic property;
  - animals, fish, birds or living plants;
  - consumable and/or perishable goods;
  - mail order purchases or purchases made from an online site, until delivered and accepted by You in perfect condition;
  - golf balls;
  - used and/or pre-owned items, newly purchased items that have been rebuilt, refurbished or returned and re-sold;
  - automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, motor scooters, snow blowers, riding lawnmowers, golf carts, lawn tractors, motorized wheelchairs or any other motorized vehicles except for miniature electrically powered vehicles intended for children or any of their respective parts or accessories;
  - jewelry, gems, watches and furs or garments trimmed with fur stored in baggage unless such baggage is hand carried under Your personal supervision;
  - any and all property items and/or equipment intended for commercial use. Personal Property used for a business is not covered. Examples include but are not limited to, office furniture and equipment;
  - items left behind.
- Where a covered item is part of a pair or set, You will receive no more than the value of the particular part or parts 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 Operations Centre, may, at its sole option, elect to a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part), upon notifying You of its intention to do so within sixty days following receipt of the required proof of loss; or b) reimburse You for the item, not exceeding the Purchase Price.
- You will be entitled to receive no more than the original Purchase Price (including taxes) of the covered item as recorded on the MasterCard sales receipt.

### 3.3.2 Extended Warranty Plus Exclusions and Limitations

In addition to the General Exclusions and Limitations these specific exclusions and limitations apply to Extended Warranty Plus benefits.

- Extended Warranty Plus benefits end automatically when the original manufacturer ceases to carry on business for any reason whatsoever.
- The following items are not covered:
  - used and/or pre-owned items, newly purchased items that have been rebuilt, refurbished or returned and re-sold;
  - automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, motor scooters, snow blowers, riding lawnmowers, golf carts, lawn tractors, motorized wheelchairs or any other motorized vehicles except for miniature electrically powered vehicles intended for children or any of their respective parts or accessories; and
  - items with a lifetime warranty.
- The Extended Warranty Plus applies only to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. The Operations Centre, may, at its sole option, elect to replace the item should it prove to be less expensive than the cost of repair.

#### Please note:

This insurance reflects the terms and conditions of the original manufacturer's warranty. Therefore, if the original warranty did not have the option for replacement instead of repair, this insurance will not have the option of replacement.

### 3.3.3 General Exclusions and Limitations

- Claims resulting from the following are not covered:
  - fraud;
  - abuse;
  - hostilities of any kind (including but not limited to war, invasion, rebellion, insurrection);
  - confiscation by authorities, risks of contraband, illegal activities;
  - delay, loss of use, or consequential damages;
  - normal wear and tear, gradual deterioration;
  - loss or damage while undergoing any installation process or while being worked on, where damage results from such installation process or work;
  - insects or vermin;
  - flood, earthquake, radioactive contamination;
  - setting, expansion or contraction, bulging, buckling or cracking, temperature changes, freezing, heating, atmospheric changes, dampness or dryness, evaporation and/or leakage of contents, exposure to light, change in texture, finish or colour, rust or corrosion;
  - loss or damage to sports equipment and/or goods due to the use thereof;
  - Mysterious Disappearance;
  - inherent product defects;
  - one of a kind items that cannot be replaced; and
  - products purchased with an unconditional guarantee.
- The combined lifetime maximum of Purchase Protection Plus and Extended Warranty Plus insurance benefits is \$60,000 per Account.
- Eligible items that You give as a Gift are covered, however You, not the recipient, must make the claim for benefits.
- Theft from a vehicle or residence when evidence of forcible entry is not apparent regardless of whether or not all entry points were locked.
- Bodily injury, property damages, consequential damages, punitive damages, exemplary damages, attorney's fees and other ancillary costs are not covered.
- No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. You shall not assign these benefits other than benefits for Gifts as expressly provided in this Certificate of Insurance.

- 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 in excess of all other applicable valid insurance, indemnity protection or warranty available to You in respect of the item subject to the claim. We will only be liable 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 Certificate of Insurance. This coverage will not apply as contributing insurance and this “non-contribution” provision shall prevail despite any “non-contribution” provision in other insurance, indemnity or protection policies or contracts.

#### 4. Conditions

- **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. Reasonable efforts must have been made by the Insured Person to protect their Personal Property (e.g. Store Your Personal Property in the locked trunk of a vehicle, not inside where visible).
  - **False Claim:** If a Primary Cardholder or Insured Person makes any claim knowing it to be false or fraudulent in any respect, this Certificate of Insurance shall cease and there shall be no payment of any claim made under this Certificate of Insurance.
  - In the event of a payment under this Certificate of Insurance, We have the right to proceed in the name of any Insured Persons 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.
    - Original receipts, manufacturer’s warranties and other documents described in this Certificate of Insurance must be presented by You to file a valid claim.
    - You must notify the Operations Centre immediately after learning of any loss or occurrence. Upon receipt of such notice, the Operations Centre will provide You with the appropriate claim forms.
    - At the sole discretion of the Operations Centre, You may be required to send at Your own expense, the damaged item on which a claim is based to an address designated by the Operations Centre.
    - You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty 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 claim no later than ninety days from the date the claim arises.
- Satisfactory proof of loss means proof satisfactory to Us of:
- the loss, expense or service for which benefits are being claimed (original itemized receipts); and
  - the right of the claimant to receive payment.

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 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 Certificate of Insurance will invalidate Your claim.

#### 5. General Provisions

- All amounts stated in the Certificate of Insurance are in Canadian currency unless otherwise indicated.
- **Payment Of Benefits:** Benefits payable under this Certificate of Insurance will be paid within sixty days of receipt of satisfactory proof of loss. Payment made in good faith will discharge Us to the extent of this claim.
- **Legal Action:** Any action or arbitration proceeding to recover benefits hereunder cannot be taken prior to sixty days after satisfactory proof of loss has been furnished in accordance with the requirements of this Certificate of Insurance of Insurance. Any legal action or arbitration proceeding

against Us for the recovery of a claim under this Certificate of Insurance shall not be commenced more than one 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 Certificate of Insurance 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 Certificate of Insurance was issued and at a venue We and/or Allianz Global Assistance choose.

- **Waiver:** Notwithstanding anything to the contrary, no provision of the 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.
- **Governing Law:** The benefits, terms and conditions of the Policy shall be governed by the insurance laws of the province or territory in Canada where the Insured Person normally resides.
- **Conflict with Laws:** Any provision of the 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.

## 6. Claim Filing Procedures

You must notify the Operations Centre immediately after learning of any loss or occurrence. Upon receipt of such notice, the Operations Centre will provide You with the appropriate claim forms. Please contact Us at **1-877-704-0341** or **1-519-741-0782** or visit [www.allianzassistanceclaims.ca](http://www.allianzassistanceclaims.ca) to obtain a claim form.

This insurance will not pay for any interest.

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.

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:

- **Purchase Protection Plus**
  - Your completed claim form.
  - A copy of the original store receipt for the item purchased or obtained through the redemption of points.
  - A copy of the Primary Cardholder's monthly billing statement reflecting the item purchased.
  - Original police report or other report to local authorities.
  - Estimate of repairs, if applicable.
  - A copy of the original store receipt for the replacement item, if applicable.
  - Photo of the damaged item, if applicable.
  - Declaration's page from any other applicable insurance or a notarized statement that the Primary Cardholder has no other insurance.
- **Extended Warranty Plus**
  - Your completed claim form.
  - A copy of the original store receipt for the item purchased or obtained through the redemption of points.
  - A copy of the Primary Cardholder's monthly billing statement reflecting the item purchased.
  - A copy of the manufacturer's original Canadian warranty.
  - A copy of the repair bill or estimate from the manufacturer's authorized repair facility.
  - A copy of the original store receipt for the replacement item, if applicable.

At the sole discretion of the Operations Centre, You may be required to send at Your own expense, the damaged item on which a claim is based to an address designated by the Operations Centre.

## 7. Protecting Your Personal Information

### Privacy Information Notice

Allianz Global Risks US Insurance Company, Canadian Branch (the “insurer”) and the insurer’s insurance administrator, Allianz Global Assistance, and the insurer’s agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively “we” “us” and “our”) require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about you
- records that reflect your business dealings with and through us.

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with you
- To consider any application for insurance
- If approved, to issue a Policy or Certificate of insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- To investigate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds, and claimants. In some cases we also collect personal information from members of a Certificate or Policy 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 or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional 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 Allianz Global 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 or Policy holder’s, insured’s or claimant’s file that we establish and maintain in the offices of Allianz Global 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.

For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca).

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period.



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

**Privacy Officer**  
**Allianz Global Assistance**  
4273 King Street East  
Kitchener, ON  
N2P 2E9

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

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BMO® MasterCard®

BMO Roadside Assistance  
(Basic Coverage)

Terms and Conditions

## **BMO® MasterCard®\***

### **BMO Roadside Assistance (Basic Coverage) Terms and Conditions**

The following terms and conditions describe the BMO Roadside Assistance Program (Basic Coverage) (the "Program"), which is operated and administered by DAA.

#### **Defined Terms**

As used in these terms and conditions, the following words are defined as follows:

"Account" means any BMO credit Card;

"Cardholder" means the primary cardholder and each additional cardholder (as each such term is defined in the CHA) on the Account provide that such cardholder holds a valid drivers license in Canada or the United States to operate a passenger vehicle;

"CHA" means the BMO MasterCard Cardholder Agreement between the Cardholder and Bank of Montreal;

"DAA" means Dominion Automobile Association (2004) Limited;

"Good Standing" means compliance with the terms and conditions of the CHA;

"Excluded Service Area" means any area which is not designated for routine travel by passenger vehicles including but not limited to the following areas: roadways that are not assumed by the applicable level of government, vacant lots, open fields, private or impassable roads, mud trails and other off-roading areas, and construction sites.

"Member" means a Cardholder eligible for coverage under the Program and for greater certainty excludes any Cardholder on an Account that is not in Good Standing or is otherwise closed.

#### **BMO Roadside Assistance**

- **Safe.** Pre-qualified towing professionals
- **Fast.** Priority service when you need help
- **Convenient.** Just one number to call, Tel 1-866-731-4999, 24 hours/day, from anywhere in Canada and Mainland U.S.
- **Complete.** Covers each cardholder while driving in almost any passenger vehicle, whether the vehicle is owned, borrowed or rented
- **Coverage.** Battery Boost, emergency gas delivery (Cardholder pays for gas), flat tire change if a safe and inflated spare tire is available, lockout services, winch from mud/ditch/snow and tow in the event of a mechanical breakdown to the nearest qualified repair facility within 10 km from breakdown.

**Your membership card is inside. Cut it out and put it in your wallet today.**

**See the following pages for the corresponding terms and conditions.**

#### **1. Coverage**

- (a) General:** Subject to the following terms and conditions, each Member is covered 24 hours per day, 7 days per week, in Canada and mainland United States (including Alaska but for greater certainty excluding Hawaii and Puerto Rico), for the services noted in section 3a) below, provided that the vehicle is not located in an Excluded Service Area.
- (b) Restrictions:** Subject to section 5(f), a Member will not qualify for any services under the Program in the following situations: (i) when alcohol and/or drugs are a contributing factor to the immobilization of the vehicle; (ii) if the vehicle is not covered by public liability or property damage insurance; (iii) if the vehicle was immobilized while the Member was committing or attempting to commit a criminal offence; (iv) if the vehicle was immobilized while the Member was wilfully violating any traffic law; (v) the vehicle was immobilized in an Excluded Service Area; (vi) service will be denied for the balance of any calendar year in which a Member (or any other Member on the Account) has, on more than two (2) occasions in such calendar year, requested services under the Program using false or misleading information, and DAA reasonably concludes that the Member knew or ought to have known that the service request was not in compliance with the terms and conditions of the Program and that the Member is abusing or attempting to abuse the Program; and (vii) the Account is not in Good Standing.

## 2. Vehicle Coverage

(a) **Included Vehicles:** Subject to the terms and conditions set out herein, the Program covers any passenger vehicle (up to 6,000 lbs or 2,721 kg) that is driven legally by the Member for personal use and which can be serviced with one standard duty passenger vehicle tow truck.

(b) **Excluded Vehicles:** All other vehicles may be deemed to be excluded vehicles by DAA, in its sole discretion. Without limiting the scope of the forgoing, the following types of vehicles are excluded from coverage under the Program: any vehicle that is loaded or altered in such a manner that the tow truck operator, in its sole discretion, deems that it cannot be serviced in its current state, all recreational vehicles of any kind, motorcycles, off-road vehicles, all commercial vehicles of any kind including but not limited to taxis and limousines, unattended or unlicensed vehicles, any type of vehicle located in an Excluded Service Area and any vehicle which has received service for the same mechanical issue three (3) times in any calendar year and the service request pertains to the same mechanical issue in the same calendar year. Please call BMO Roadside Assistance at 1-866-731-4999 to confirm if your vehicle is covered.

## 3. Program Services

(a) **Included Services:** (i) battery boost; (ii) delivery of emergency gasoline which is sufficient to drive the vehicle to the nearest gas station, up to approximately 10 litres of gasoline (the Member is required to pay for the gasoline delivered), subject to the following terms and conditions: for safety reasons, diesel and other fuels will not be delivered, and if transportation of fuel is prohibited in the location where the vehicle required service, the vehicle will be towed to the nearest gas station within 10 km from where the vehicle ran out of gasoline; (iii) changing of a flat tire provided that a safe and inflated spare tire is available; (iv) lockout service; (v) up to one (1) hour of winch service from a single tow truck if the vehicle is immobilized in mud, a ditch, or the snow; and (v) tow services in the event of a mechanical breakdown to the nearest qualified repair facility within 10 km from the breakdown.

(b) **Excluded Services:** any included service over the time or distance specified in section 3(a) above, or any service to be performed on a vehicle that is deemed by the tow truck operator not be road worthy or is otherwise unsafe, provided that service may be provided to the Member outside the Program at DAA's discretion and at the Member's sole expense.

(c) **Additional Terms and Conditions:** (i) apart from the included services specified in section 5(a), repairs will not be performed at the site where the vehicle was immobilized; and (ii) only one included service is covered within a 24 hour period.

## 4. Number of Services per Year

Up to four (4) service calls per year per Member.

## 5. Cancellation of Your Optional Service

To cancel BMO Roadside Assistance, please call 1-800-263-2263 (or TTY at 1-866-859-2089). You will receive a full refund if you contact us within ten (10) days of the date that BMO Roadside Assistance was added or thirty (30) days from the date the enhancement renewal annual fee was charged on your statement.

## 6. Other Terms

(a) DAA is solely responsible for the administration and operation of the Program. A Member shall not have recourse to Bank of Montreal for any matter arising under the Program.

(b) DAA does not assume any liability or responsibility for any loss or damage to the Member's vehicle or any other personal property resulting from the rendering of a service under the Program. A Member is responsible for promptly reporting any loss or damage to the Member's insurance company.

(c) By accepting coverage under the Program, each Member authorizes Bank of Montreal to provide such information reasonably required by DAA to confirm coverage under the Program.

(d) The Member is solely responsible for the cost of all parts and labour required to repair the Member's vehicle.

(e) BMO reserves the right at any time and without advance notice to Members to amend these terms and conditions or cancel the Program.

(f) BMO reserves the right to cancel coverage to all Members associated with an Account for any reason stipulated in section 1(b).

“In the sole discretion of DAA or BMO, BMO and/or DAA reserve the right to cancel a membership if the service is being misused by a member, including, the servicing of vehicles which are not driven by the member for personal use. Upon BMO and /or DAA’s discretion pro-rated membership will be credited to the members BMO MasterCard account.”

**7. Applicable Taxes**

This service will be subject to QST/GST/HST where applicable.

BMO Bank of Montreal GST/HST Number: R100390095, QST Number: 1000042494.

**Please retain this Agreement.**

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BMO  Bank of Montreal  
We're here to help.™

**UPGRADE.**™