# **DISTRIBUTION GUIDE**

Name of Insurance Product:	BMO 17 Day Medical Protection
Type of Insurance Product:	Group Travel Insurance
Name and Address of the Insurer:	
Name: Address:	Allianz Global Risks US Insurance Company (Canadian Branch) C/O Allianz Global Assistance 4273 King Street East Kitchener, ON N2P 2E9
Telephone: Fax:	1-519-741-0782 or 1-877-704-0341 1-519-742-8553
Name and Address of the Distributor:	

Name: Address:

Telephone: Fax: BMO Client Contact Centre P.O. Box 11064, Station Centre-Ville Montreal, QC H3C 5A2 1-800-263-2263 1-866-859-2088

The Autorité des marchés financiers does not express an opinion on the quality of the products offered
in this guide. The Insurer alone is responsible for any discrepancies between the wording of the guide
and the Policy.

# TABLE OF CONTENTS

1	INT	ROD		1
2	DES	SCR	IPTION OF PRODUCT OFFERED	1
	2.1		NATURE OF COVERAGE	1
	2.2		SUMMARY OF SPECIFIC FEATURES	1
	2.2.1		Eligibility	1
		(i)	Eligibility to BMO 17 Day Medical Protection	1
		(ii)	Assistance Services	2
	2.2.2		Confirmation of Coverage	2
	2.2.3		Cancellation of Insurance	
	2.2.4		Insurance Effective and Termination Date of Insurance	2
	2.2.4.	1	Insurance Effective Date	
	2.2.4.2	2	Extension of Coverage for Out-of-Province/Out-of-Country Emergency Medical Benefit	
		(i)	Optional Extension of Coverage	
		(ii)	Automatic Extension of Coverage	
	2.2.4.3	3	End of Insurance and Coverage	
	2.2.5		Description of Coverage	
		(i)	Out-of-Province/Out-of-Country Emergency Medical	
		(ii)	Out-of-Province/Out-of-Country Emergency Medical Assistance Service	6
	2.3		LIMITATIONS AND EXCLUSIONS	
	2.4		GENERAL PROVISIONS	-
	2.5		CONDITIONS	
	2.6		NOTICE OF CLAIM AND FILING OF A CLAIM	
	2.6.1		In the Event of a Medical Emergency	
	2.6.2		Notice of Claim and Proof of Loss	
	2.6.3		Filing a Claim	
	2.6.4		Failure to Give Notice or Provide Proof of Loss	
	2.6.5		Insurer's Reply	
	2.6.6		Appeal of the Insurer's Decision	
_	2.7		CONTACTING US	12
3			CTING YOUR PERSONAL INFORMATION	
4	SIM			13
5			RAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS	
6				
7	NO	LICE	OF RESCISSION OF AN INSURANCE CONTRACT	17

# 1 INTRODUCTION

This distribution guide provides information about the BMO 17 Day Medical Protection insurance offered under Group Policy Number FC310000-A (referred to herein as the "Policy") issued by Allianz Global Risks US Insurance Company (Canadian Branch) (hereafter "Allianz") to Bank of Montreal (hereafter the "Policyholder", "BMO"). This insurance is available exclusively to eligible BMO MasterCard cardholders with an Account in Good Standing and when specified, to their Spouse, and Dependent Children and/or certain other persons (hereafter "You" or "Your" meaning the Insured Persons).

The insurance is administered by Allianz Global Assistance through the Operations Centre.

Only BMO may determine who is the Primary Cardholder, whether an Account is in Good Standing and whether the insurance described herein 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 which affords that person the greatest amount of insurance coverage. The Certificate of Insurance that will be provided to you if you are eligible supersedes any certificate previously issued to You. In no event will a corporation, partnership or business entity be eligible to this insurance coverage.

This distribution guide will help You decide, without the presence of an insurance advisor, if the various coverage plans offered by this product meet Your needs.

# BMO 17 Day Medical Protection covers losses arising from sudden and unforeseeable circumstances only. It is important that You read and understand Your coverage limitations and exclusions outlined in this distribution guide.

Capitalized terms in this distribution guide have defined meanings. Those terms are defined in the "Definitions" section.

# 2 DESCRIPTION OF PRODUCT OFFERED

# 2.1 NATURE OF COVERAGE

Under BMO 17 Day Medical Protection Insurance, We will reimburse You for eligible expenses related to a medical emergency, including:

- Emergency Medical Hospital, Ambulance and Medical Expenses;
- Emergency Dental Care Expenses;
- Emergency Air Transportation or Evacuation.

This insurance also includes medical assistance services and emergency travel assistance services.

CAUTION The certificate contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

# 2.2 SUMMARY OF SPECIFIC FEATURES

- 2.2.1 Eligibility
  - (i) Eligibility to BMO 17 Day Medical Protection

To be eligible for **BMO 17 Day Medical Protection**, You must meet **all of the following conditions**:

- You are the Primary Cardholder of an Account in Good Standing;
- You must be under age sixty-five (65) at time of purchase or on Your annual renewal date, (for Dependent Children see the definition for age limits);
- You must be a resident of Canada; and
- You must be covered by a GHIP.

#### CAUTION

Failure to meet any of the eligibility requirements applicable to the insurance plan You have purchased will void Your coverage under such insurance plan.

You **do not** need to charge Your Trip to Your Account to be eligible to the BMO 17 Day Medical Protection insurance, **providing Your Account is in Good Standing**.

#### (ii) Assistance Services

You **do not** need to charge Your Trip to Your Account to be eligible for the Trip Assistance Services or Legal Assistance Services.

#### 2.2.2 Confirmation of Coverage

If You are eligible for the coverage You have selected, You will receive by mail a declaration of coverage along with a Certificate of Insurance.

#### 2.2.3 Cancellation of Insurance

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

#### 2.2.4 Insurance Effective and Termination Date of Insurance

#### 2.2.4.1 Insurance Effective Date

Your coverage shall **begin** on the date BMO has received and approved Your request to include this insurance as a feature of Your Account.

Your **seventeen (17) day Coverage Period** for Out-of-Province/Out-of-Country Emergency Benefits begins when You depart from Your province or territory of residence on Your Departure Date, provided Your Account is in Good Standing.

#### 2.2.4.2 Extension of Coverage for Out-of-Province/Out-of-Country Emergency Medical Benefit

Your Coverage Period for such benefits may be extended as follows:

#### (i) Optional Extension of Coverage

Your Coverage Period can be extended provided that:

- no event has occurred that would give rise to a claim under this insurance; and
- You request an extension by phone prior to Your scheduled return date.

To arrange for such 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 Account**.

#### CAUTION

Your total Trip length including extensions cannot exceed the number of days for which You are covered under Your GHIP of Your province (183 days or more depending on Your province or territory of residence).

#### (ii) <u>Automatic Extension of Coverage</u>

Your Coverage Period will automatically be extended if Your return is delayed or if You are in the Hospital on Your scheduled return date due to a Medical Emergency.

Your coverage will remain in force for as long as You are in Hospital plus a further period of **three (3) days** following Your discharge from Hospital.

Your Coverage Period is also automatically extended for three (3) 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;
- 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.

#### 2.2.4.3 End of Insurance and Coverage

Except as otherwise stated below, this 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;
- 00:01 am of the date the Primary Cardholder cancels this coverage or otherwise chooses to close the Account; or
- The date the Policy is terminated.

The out-of-province/out-of country emergency medical benefits coverage may end earlier than the dates outlined above, on the earliest of the following:

- The date You return to Your Canadian province or territory of residence;
- The date Your Account is cancelled;
- The date Your Account is no longer in Good Standing;
- Your next annual renewal date in the year you attain age sixty-five (65); or
- At 00:01 a.m. on the 18th day (including Your Departure Date) after You leave on Your Trip.

#### 2.2.5 Description of Coverage

#### (i) <u>Out-of-Province/Out-of-Country Emergency Medical</u>

#### A. Coverage Benefits

Out-of-Province/Out-of-Country Emergency Medical benefits cover Reasonable and Customary Charges (**up to a maximum of \$2,000,000 per Insured Person** or such other limits provided below) for the following Covered Services arising from a Medical Emergency of an Insured Person occurring during the Coverage Period.

#### CAUTION

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 Your failure to obtain Medical Treatment.

#### 1. Emergency Hospital, Ambulance and Medical Expenses

We cover:

- Hospital room and board charges, up to semi-private or the equivalent;
- expenses for Medically Necessary Treatment in an intensive or coronary care unit;
- 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 (30) day supply; and
- the cost for rental or purchase of minor medical appliances such as:
  - o wheelchairs; and
  - $\circ$  crutches.

#### 2. 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.

#### 3. Emergency Air Transportation or Evacuation

We cover the following 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.

#### CAUTION

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

#### 4. Other Professional Services

We cover the Medically Necessary services of a:

- physiotherapist;
- chiropractor;
- osteopath;
- chiropodist; and
- podiatrist.

Coverage will be provided up to a maximum of \$150 per Insured Person per discipline.

### 5. Emergency Dental Care Expenses

This insurance covers Emergency Dental Care where required for the repair or replacement of natural teeth or permanently attached artificial teeth as a result of an Injury to the mouth.

#### CAUTION Chewing accidents are not covered.

We cover emergency dental expenses up to a maximum of \$2,000 per Insured Person.

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

#### CAUTION To be eligible for coverage, dental Treatment must take place during Your Trip.

#### 6. 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 (7) 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.

#### 7. Return of Deceased

In the event of Your death during Your Trip, this insurance covers **up to \$3,000** for the:

- preparation (including cremation) of Your remains; and
- transportation of Your remains to Your province or territory of residence.

CAUTION The cost of a burial coffin or urn is not covered.

#### 8. Additional Hotel and Meal Expenses

If Your return to Canada is delayed due to a Medical Emergency, We cover:

- the cost for hotel; and
- meal expenses

incurred after Your planned return date.

These expenses are covered **up to \$200 per day** to a maximum of **ten (10) days per** Account.

CAUTION To receive reimbursement, original receipts must be submitted

#### 9. Return of Vehicle

If during Your Trip, while travelling outside Your province or territory of residence, neither You

nor anyone travelling with You is able to operate Your owned or rented vehicle due to:

- Sickness;
- Injury; or
- death

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; and
- one-way economy airfare.

Benefits will only be payable when:

- the return of the vehicle is pre-approved; and/or
- the return of the vehicle is arranged by the Operations Centre

Furthermore, within thirty (30) days of Your return to Canada, the vehicle must be returned to:

- Your normal place of residence; or
- the nearest appropriate rental agency.

### CAUTION

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.

#### (ii) <u>Out-of-Province/Out-of-Country Emergency Medical Assistance Service</u>

The following assistance services are provided:

#### 1. Medical Assistance and Consultation

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

#### 2. Payment Assistance

Subject to the terms and conditions outlined in this distribution guide, 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.

#### CAUTION

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 (24) 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.

#### 3. 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.

CAUTION 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.

# 2.3 LIMITATIONS AND EXCLUSIONS

#### CAUTION

This insurance will not pay for any interest.

The out-of-province/out-of-country emergency medical insurance does not cover, provide services or pay claims resulting from:

1. 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 (6) month period immediately before Your Coverage Period began; and
- the Treatment of, or relating to, a Medical Condition, for which a person exhibited any symptom during the six (6) 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 (6) 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.

- 2. 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.
- 3. A Medical Condition for which You delayed or refused further Treatment or investigation, which was recommended by Your Physician before Your Departure Date.
- 4. 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.
- 5. 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

#### CAUTION (CONTINUED)

- biopsies.
- 6. Emergency air transportation, which is not approved in advance by the Operations Centre.
- 7. Treatment not performed by or under the supervision of a Physician or dentist.
- 8. Pregnancy, routine pre-natal care, miscarriage, childbirth or complications of any of these conditions occurring within nine (9) weeks of the expected date of birth.
- 9. Riot or civil disorder; committing or attempting to commit a criminal offence.
- 10. Intentional self-injury, suicide or attempted suicide while sane or insane.
- 11. Abuse of any medication or non-compliance with prescribed medical Treatment or therapy.
- 12. Mental, nervous or emotional disorders that do not require immediate hospitalization.
- 13. 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 (100) millilitres of blood or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs; or
  - any chronic illness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.
- 14. 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.
- 15. Drugs and medication, which are commonly available without a prescription or which are not legally registered and approved in Canada.
- 16. Prescription refills.
- 17. Replacement of lost or damaged eyeglasses, contact lenses or hearing aids.
- 18. Participation in:
  - full contact bodily sports;
  - professional sports;
  - any speed contest
  - 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.

SCUBA diving:

• unless the Insured Person holds a basic SCUBA designation from a certified school or other licensing body.

#### **CAUTION (CONTINUED)**

- 19. 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.
- 20. 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.
- 21. Any Trip commenced or continued against the advice of the Insured Person's Physician.
- 22. 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.
- 23. Your Travel to a country for which the Canadian government has issued a Travel Advisory in writing prior to Your Departure Date.

#### **Coordination of Benefits**

This Out-of-Province/Out-of-Country Emergency Medical Insurance 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.

# 2.4 GENERAL PROVISIONS

#### CAUTION

- 1. Currency: 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.
- 2. Payment of Benefits: Benefits payable under the Certificate of Insurance will be paid within sixty (60) days of receipt of satisfactory proof of loss. Payment made in good faith will discharge Us to the extent of this claim.
- 3. Legal Action: 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* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*. 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.
- 4. Waiver: Notwithstanding anything to the contrary, no provision of this 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.
- 5. Governing Law: The benefits, terms and conditions of the Certificate of Insurance shall be governed by the insurance laws of the province or territory in Canada where the Insured Person normally resides.
- 6. Conflict with Laws: Any provision of the 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.

# 2.5 CONDITIONS

#### CAUTION

- 1. Transfer: In consultation with the Insured Person's attending Physician. We reserve the right to transfer the Insured Person to another Hospital or 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.
- 2. Misrepresentation: If a Primary Cardholder or Insured Person makes any claim knowing it to be false or fraudulent in any respect, this insurance shall cease and there shall be no payment of any claim made under this insurance.
- 3. Subrogation: In the event of a payment under the 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.
- 4. Reimbursement: You must repay to Us amounts paid or authorized for payment on Your behalf if We later determine the amount is not payable under this insurance.
- 5. Cooperation: 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 the Certificate of Insurance will invalidate Your claim.
- 6. 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.

# 2.6 NOTICE OF CLAIM AND FILING OF A CLAIM

#### 2.6.1 In the Event of a Medical Emergency

In the event of a Medical Emergency, You must contact the Operations Centre:

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: <u>www.allianzassistanceclaims.ca</u>

Assistance coordinators are available twenty-four (24) 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.

#### CAUTION

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

### 2.6.2 Notice of Claim and Proof of Loss

You, or someone acting on Your behalf, must give **written notice of a claim** to the Operations Centre not later than **thirty (30) days** from the date the claim arises. The Operations Centre must be provided by You or someone acting on Your behalf with **satisfactory proof of loss** no later than **ninety (90) days** from the date the claim arises.

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

- The 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.

### CAUTION

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

#### 2.6.3 Filing a Claim

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

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. More specifically, We will require sufficient proof of loss. This includes, at a minimum, the following documentation:

- 1. General Documentation
  - Receipts and itemized bills for all expenses.
- 2. 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.
  - Evidence of Your Departure Date, from schedule and actual return dates to Your province or territory or residence will be required.

### CAUTION

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

### 2.6.4 Failure to Give Notice or Provide Proof of Loss

Failure to give notice of claim or provide 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 provide proof within the time so prescribed and if the notice or proof is given or provided as soon as reasonably possible, and **in no event later than one (1) year from the date of the event** for which benefits are being claimed. Failure to provide the requested documentation to substantiate Your claim under the Certificate of Insurance **will invalidate** Your claim.

### 2.6.5 Insurer's Reply

Within **ten (10) days** of receipt of a claim request, We will advise You as to whether Your claim has been accepted or refused, or whether additional proof of loss, and related documentation and materials, are required. Benefits payable under this insurance will be paid **within sixty (60) days of receipt of satisfactory proof of loss** (unless a shorter period of time is mandated by applicable laws). Payment made in good faith will discharge Us to the extent of this claim. If You have paid a covered expense, You will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

### 2.6.6 Appeal of the Insurer's Decision

In the event You are not satisfied with any of Our decisions, You may consult with the Autorité des marchés financiers at the address provided in Section 4.4, as well as with legal counsel to assist You better understand Your rights and available recourses with respect to this insurance.

# 2.7 CONTACTING US

If You have any questions regarding this insurance please contact the Operations Centre at 1-877-704-0341.

# **3 PROTECTING YOUR PERSONAL INFORMATION**

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**.

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** 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.

# **4 SIMILAR PRODUCTS**

There are other types of products on the market that provide similar coverage. You should check to ensure that you are not covered by another insurance offering the same coverage as the one described in this guide.

# **5 REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS**

To obtain further information on the insurer's or distributor's obligations towards You, please contact:

Autorité des marchés financiers Place de la Cité, Tour Cominar 2640, boul. Laurier, 4e étage Sainte-Foy (Québec) Canada G1V 5C1 Telephone Numbers:

Toll-free:	1-877-525-0337
Québec:	418-525-0337
Montréal:	514-395-0337

# **6 DEFINITIONS**

In this distribution guide, certain terms have defined meanings. Those defined terms are as follows. Defined terms are capitalized throughout this document.

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

**Certificate of Insurance** means a summary of the benefits provided under the Policy issued to BMO covering accident and sickness.

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

**Covered Services** 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 (20) years of age and under; or
- twenty-five (25) years of age and under and a full-time student attending a recognized college or university; or
- twenty-one (21) years of age or older and permanently mentally or physically challenged and incapable of self-support and became so while eligible as a dependent child.

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

**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.

**Government Health Insurance Plan (GHIP)** means the health insurance plan offered by the government of Your province or territory of residence.

**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 (24) 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 the Certificate of Insurance as specifically defined in each of the benefit sections.

**MasterCard** means a MasterCard card issued by BMO and for which BMO has received and approved the Primary Cardholder's request to include this insurance as a feature of the card.

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.

**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.

**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, as primary cardholder, and for whom the MasterCard Account is established and for whom BMO has received and approved a request to include this insurance as a feature of the MasterCard.

**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.

**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 (1) spouse.

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

**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.

**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 single period of travel of definite length outside the Insured Person's province/territory of residence.

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

You or Your means the Insured Person.

# 7 NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

#### **NOTICE GIVEN BY Bank of Montreal**

Section 440 of the Act respecting the distribution of financial products and services

# THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows You to rescind an insurance contract You have just signed into when signing into another contract, **without penalty, within 10 days of its signature**. To do so, You must give the insurer notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that You may lose advantageous conditions as a result of this insurance contract; contact Bank of Montreal or consult Your contract.
- After the expiry of the 10-day delay, You may rescind the insurance at any time; however, penalties may apply.
- Section 441 does not apply where the principal contract is for a period of 10 days or less and where it became effective at the time of the request for cancellation of the Trip cancellation insurance.
- Section 441 does not apply where the Trip cancellation insurance is purchased within 11 days prior to the Trip.

For further information, contact the Autorité des marchés financiers at: 1-877-525-0337.

#### NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

TO:

Allianz Global Risks US Insurance Company (Canadian Branch) C/O: Allianz Global Assistance 4273 King Street East Kitchener, ON N2P 2E9

Fax: 1-519-742-8553

DATE:

(Date of sending of notice)

Pursuant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby cancel insurance contract no.:

(Number of contract, if indicated)

Entered into on:

(Date of formation of contract)

In:

(Place of formation of contract)

(Name of client)

(Signature of client)

This document must be sent by registered mail.

#### (BACK)

#### Sections of the Act representing the distribution of financial products and services

**439.** A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

- **440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.
- **441.** A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

**442.** No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**443.** A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for the insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

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