

## **DISTRIBUTION GUIDE**

Name of Insurance Product: BMO Travel Protection  
Type of Insurance Product: Group and Individual Travel Insurance

Name and Address of the Insurer:

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

Telephone: 1-519-741-0782 or 1-877-704-0341

Fax: 1-519-742-8553

Name and Address of the Distributor:

Name: BMO Client Contact Centre  
Address: P.O. Box 11064, Station Centre-Ville  
Montréal, QC, H3C 5A2  
Telephone: 1-800-263-2263  
Fax: 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.***

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# 1 INTRODUCTION

This distribution guide provides information about the coverage under Group Policy Number FC310000-A referred to herein as (the "Policy") issued by Allianz Global Risks US Insurance Company (Canadian Branch) (hereafter called "Allianz") to Bank of Montreal which is available exclusively to eligible BMO MasterCard cardholders and which pertains to Common Carrier Accidental Death and Dismemberment Benefits.

This distribution guide also summarizes the policy provisions for certain individual insurance, namely collision damage waiver insurance, car rental personal effects insurance and car rental accidental death and dismemberment insurance. Such individual insurance is automatically provided together with the group insurance to eligible cardholders insured under such Policy to the extent such eligible cardholders select a coverage plan that includes such individual insurance. The last 4 digits of Your BMO MasterCard number is Your Policy Number with respect to any such individual insurance. The insurance described in this Certificate of Insurance is for eligible MasterCard Primary Cardholders of BMO whose Accounts are in Good Standing and where specified, their Spouses, Dependent Children and/or certain other persons (referred to herein as "You" or "Your"). This insurance is administered by Allianz Global Assistance through the Operations Centre.

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. The Certificate of Insurance supersedes any certificate previously issued to You.

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

**BMO Travel 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 are defined in the "Definitions" section.

All amounts stated in this distribution guide are in Canadian currency unless otherwise indicated.

## 2 DESCRIPTION OF PRODUCT OFFERED

### 2.1 NATURE OF COVERAGE

#### **Collision Damage Waiver (CDW)**

We will reimburse You for the covered Losses You incur for the physical damage or loss of an eligible Rental Car during the Coverage Period.

#### **Car Rental Personal Effects**

We will reimburse You up to a maximum of \$1,000 for theft or damage to Your Personal Effects while they are in a Rental Car during Your Trip for the duration of an eligible rental period.

#### **Car Rental Accidental Death and Dismemberment**

We will reimburse You for the accidental loss of life, limb, sight, speech, or hearing while Occupying an eligible Rental Car during Your Trip.

## Unexpected Return Home

We will reimburse You for the lesser of the additional charges to change your Ticket or purchase a one-way Ticket to return to Your original point of departure.

## Common Carrier Accidental Death and Dismemberment

We will reimburse You for the accidental loss of life, limb, sight, speech, or hearing while Occupying a licensed Common Carrier (including taxi, bus, train or airport limousine, but not including courtesy transportation).

## Assistance Services

This insurance also includes **twenty-four (24)** hour emergency travel assistance services and legal assistance services.

**CAUTION**  
**BMO Travel Protection protects You against situations or Losses that result from sudden and unexpected conditions or events.**

## 2.2 SUMMARY OF SPECIFIC FEATURES

### 2.2.1 Eligibility

#### (i) Eligibility to BMO Travel Protection

To be eligible for **BMO Travel Protection**, You must be a resident of Canada with a **BMO Account in Good Standing**.

**CAUTION**  
**Failure to meet any of the eligibility requirements will void the BMO Travel Protection You have purchased.**

#### (ii) Car Rental

The Car Rental Benefits are available when You enter into a non-renewable Rental Car Agreement for a four-wheel passenger vehicle, provided each of the following requirements is met:

- the total rental period may not exceed forty-eight (48) days (in order to break the consecutive day cycle, a full calendar day must exist between rental periods);
- the Rental Car must be rented by the Primary Cardholder, or a Family Cardholder;
- the Rental Car must be rented from a commercial car rental agency;
- the full cost, or portion of the rental cost, must be either charged to the Account or paid through the redemption of loyalty points earned under the MasterCard reward program. An eligible Rental Car included in a pre-paid travel package is **covered if the full cost, or portion of the cost, of the travel package was charged to the Account**; or paid through the redemption of loyalty points earned under the MasterCard reward program;
- You must not rent more than one vehicle at a time during a rental period;
- You must **decline** the collision damage waiver benefits (or similar provisions, such as “loss damage waiver”) offered by the rental agency (**when not prohibited by law**). If there is no space on the Rental Car Agreement to decline coverage, You must write on the contract “I

decline the CDW provided by the Rental Agency.” If such coverage is not available from the rental agency, then CDW benefits **are not available** under this 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.

**(iii) 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.

**(iv) Unexpected Return Home**

The Unexpected Return to Canada Benefits are only available if You charge the full cost, or portion of the cost of Your Trip to Your Account prior to Departure.

**(v) Common Carrier Accidental Death and Dismemberment**

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

**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 Coverage**

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**

Your coverage shall **begin** on the date BMO receives and approves Your request to include BMO Travel Protection as a feature of Your Account.

**2.2.4.1 Insurance Effective Date**

**(i) Car Rental**

Insurance coverage **begins** as soon as the Primary Cardholder, the Family Cardholder, the Primary Cardholder’s Spouse or Dependent Child who is authorized to operate the Rental Car under the Rental Car Agreement takes control of the Rental Car. The total rental period must not exceed forty-eight (48) consecutive days. In order to break the consecutive day cycle, a full calendar day must exist between rental periods.

**CAUTION**

**If the rental period exceeds forty-eight (48) consecutive days, coverage under the Certificate of Insurance will be void.**

**(ii) Unexpected Return Home**

Coverage **begins** on the Departure Date after You have departed on Your Trip.

**(iii) Common Carrier Accidental Death and Dismemberment**

**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 Account.**

**2.2.4.2 End of Insurance and Coverage**

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;
- 00:01h a.m. on the date the Primary Cardholder cancels this coverage or otherwise chooses to close the Account; **or**
- The date the Policy is terminated.

**Certain benefits may end earlier than the dates outlined above, in accordance with the following terms and conditions.**

**(i) Car Rental**

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 "Insurance Effective and Termination Date" provision

**Unexpected Return to Canada and Common Carrier Accidental Death and Dismemberment Coverage ends at the time of Your return to Your original point of departure.**

## 2.2.5 Description of Coverage

### (i) Car Rental

#### A. Coverage Benefits

##### 1. Collision Damage Waiver (CDW)

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

##### Coverage Benefits

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;
- theft of the Rental Car or any of its respective parts or accessories;
- 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.

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

#### CAUTION

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

##### 2. Car Rental Accidental Death and Dismemberment

#### CAUTION

**This policy contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is to be payable.**

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

##### Coverage Benefits

Car Rental Accidental Death and Dismemberment Insurance covers an Insured Person who suffers a Loss 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 Car Rental Accidental Death and Dismemberment insurance.

“Loss of speech or hearing” must be complete and irrecoverable.

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

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.

Exposure and Disappearance

If by reason of an accident covered by this 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 by these car rental accidental death and dismemberment benefits.

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

**3. Car Rental Personal Effects**

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

Car Rental 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**.



**(ii) Assistance Services**

**Insured Person:** Primary Cardholder, his/her Spouse and Dependent Child(ren).

**I. Trip Assistance Services**

Trip Assistance Services are the following:

**1. Emergency Cash Transfer**

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

**2. Lost Document and Ticket Replacement**

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

**3. Lost Luggage Assistance**

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

**4. Pre-Trip Information**

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

**II. Legal Assistance Services**

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).

**(iii) Unexpected Return Home**

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

**A. 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**.

**CAUTION**

**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.**

**(iv) Common Carrier Accidental Death and Dismemberment**

**Insured Person** means 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 Account. If the Passenger Fare has been charged to Your 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 Account.

**A. Coverage Benefits**

The full Benefit Amount is payable for:

- accidental loss of life;
- two (2) or more members;
- sight of both eyes;
- speech and hearing; **or**
- any combination thereof.

One half of the Benefit Amount is payable for accidental loss of:

- one (1) member;
- sight of one (1) eye;
- speech or hearing.

“Member” means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. The loss must occur within **one (1) year** of the accident. We will pay the single largest applicable Benefit Amount.

**CAUTION**

**In no event will duplicate request forms or multiple credit 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**

**CAUTION**

**In the event of multiple accidental deaths per credit card 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.**

## **B. Beneficiaries**

### **Who will benefits be paid to?**

#### **I. Car Rental Accidental Death and Dismemberment**

Any accidental death benefit payable in conjunction with Car Rental Accidental Death & Dismemberment Benefit 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.

#### **II. Common Carrier Accidental Death and Dismemberment**

If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

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

All other indemnities will be paid to the Insured Person.

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

#### **CAUTION**

**This policy contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is to be payable.**

## **2.3 LIMITATIONS AND EXCLUSIONS**

#### **CAUTION**

- 1. You are not covered for circumstances which You were aware of at the time of purchase of Your Trip.**
- 2. This insurance will not pay for any interest.**

##### **2.3.1 Car Rental Limitations and Exclusions**

**We will not pay any of the Car Rental if a claim is directly or indirectly a result of one or more of the following:**

- 1. 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;**
- 2. Loss of Vehicle Entry Device – loss, damage or misplacement of vehicle entry devices;**
- 3. 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;**
- 4. Violation of Rental Car Agreement - operation of the Rental Car in violation of the terms of the Rental Car Agreement;**
- 5. Intentional Acts - damage due to intentional acts, while sane or insane;**
- 6. Off-road operation - damage caused to the Rental Car by use off of publicly maintained roads;**
- 7. Speed Contests - damage caused to the Rental Car while driving at a rate of speed that is a**

### **CAUTION (CONTINUED)**

marked departure from the lawful rate of speed;

8. **Intoxication** - any event which occurs while the Insured Person is under the influence of illicit drugs or alcohol (where the concentration of alcohol in the Insured Person's blood exceeds eighty (80) milligrams of alcohol in one hundred (100) millilitres of blood) or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs);
9. **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;
10. **Disease** - bodily or mental infirmity, Sickness, illness, or disease of any kind;
11. **Medical Complications** - medical or surgical Treatment or complications arising therefrom, except when required as a direct result of an Accidental Bodily Injury;
12. **Suicide** - suicide, attempted suicide or self-inflicted Injury while sane or insane;
13. **Illegal Trade** - transporting contraband or illegal trade;
14. **Criminal Offence** - committing or attempting to commit a criminal offence or dishonest or fraudulent acts, or committing or provoking an assault;
15. **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;
16. **Liability** - other than for loss of, or damage to, the Rental Car;
17. **Expenses** - assumed waived or paid by the commercial car rental company or its insurers or payable under any other insurance;
18. **Confiscation** - confiscation by order of any government or public authority; or
19. **Seizure or destruction** - seizure or destruction under a quarantine or customs regulation.

#### **2.3.2 Collision Damage Waiver (CDW) Limitations and Exclusions**

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

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

### CAUTION (CONTINUED)

- 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 covered provided that they:

- are for private passenger use with seating for no more than eight (8) occupants including the driver;
- do not exceed a “3/4 ton” rating;
- 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 antique vehicle is one which is over twenty (20) years old or when its model has not been manufactured for ten (10) years or more.

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

#### 2.3.3 Car Rental Personal Effects Limitations and Exclusions

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

1. Personal Effects do not include:

- money (whether paper or coin);
- Tickets;
- consumable or perishable goods;
- bullion;
- banknotes;
- negotiable instruments; or
- other numismatic property.

2. Benefits are not paid if loss results from Mysterious Disappearance.

3. Reasonable effort must have been made by the Insured Person to protect their Personal Effects (e.g. locking Your Personal Effects in the trunk of the Rental Car instead of the front or

### CAUTION (CONTINUED)

back seat). If claiming as a result of theft, evidence of forcible entry into the vehicle while all its doors, windows and other openings are closed and locked must be submitted.

4. Personal Effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Insured Person in respect of the item subject to the claim. We will be liable only for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in the 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.

#### 2.3.4 Common Carrier Accidental Death and Dismemberment Limitations and Exclusions

This insurance does not cover loss resulting from:

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

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

## 2.4 CONDITIONS

### CAUTION

1. **Due Diligence:** The Primary Cardholder and any Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
2. **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 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.

### CAUTION (CONTINUED)

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.

## 2.5 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:** Any action or arbitration proceeding to recover benefits hereunder cannot be taken prior to sixty (60) days after satisfactory proof of loss has been provided in accordance with the requirements of the Certificate of Insurance. 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. 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.
7. **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.

## 2.6 NOTICE OF CLAIM AND FILING OF A CLAIM

### 2.6.1 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 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.

**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.

In the event of a claim with respect to Collision Damage Waiver (CDW), you must contact the Operations Centre as soon as possible or within forty-eight (48) hours following the loss. We need the following information:

- a copy of the driver's license of the person who was driving the Rental Car at the time of the accident;
- a copy of the loss/damage report You completed with the rental agency;
- a copy of the original police report when the resulting loss from damage or theft was over \$500;
- a copy of Your MasterCard sales draft, and Your statement of Account showing the rental charge. This charge must appear on Your credit card statement within ninety (90) days of the incident;
- the original front and back pages of the opened and closed-out Rental Car Agreement, or if applicable, a copy of Your membership agreement with the car sharing program, a copy of the visual inspection report completed prior to assuming control of the vehicle and confirmation of Your time booked;
- a copy of the itemized repair estimate, final itemized repair bill **and** parts invoices;
- original receipt(s) for any repairs for which You may have paid; **and**
- if the loss-of-use is charged, a copy of the rental agency's daily utilization log from the date the Rental Car was not available for rental, to the date the Rental Car became available to rent.

**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 Filing a Claim**

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.

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;
  - Originals of any refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.



2. Collision Damage Waiver (CDW)
  - 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).
3. Car Rental Accidental Death & Dismemberment
  - Certified death certificate.
  - Medical records pertaining to the accident.
  - Police report or any other accident reports filed.
4. Car Rental Personal Effects
  - Original police report or other report to local authorities.
  - An itemization and description of the stolen or damaged items and their estimated value.
  - A copy of the receipts, credit card statements, or cancelled cheques for the personal property stolen or damaged.
  - Estimate of repairs, if applicable.
  - Photo of the damaged item, if applicable.
  - Declaration page from any other applicable insurance or a notarized statement that an Insured Person has no other insurance.
  - Original Rental Car Agreement.
  - A copy of an Insured's monthly billing statement reflecting the charge for the Rental Car.
5. Unexpected Return Home
  - A copy of the Immediate Family Member's death certificate
6. Common Carrier Accidental Death and Dismemberment
  - A copy of the invoice showing Your MasterCard Account and/or loyalty points earned under the MasterCard reward program as the method of payment.
  - Certified death certificate.
  - Medical records pertaining to the accident.
  - Police report or any other accident reports filed.

#### **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.**

#### **2.6.3 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.

#### **2.6.4 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.

### **2.6.5 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 (section "Referral to the Autorité des marchés financiers"), 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 of Allianz Global Assistance 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](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).

## 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 distribution 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.**

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

**Account** means the Primary Cardholder's 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.

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

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

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

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

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

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

**Loss** means, with respect to a hand, complete severance throughout or above the knuckle joints of at least four (4) fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. We will consider it a loss of hand or foot even if they are later reattached.

**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.

**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.

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

**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.

**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.

**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 pages 10-11. With regards to the Collision Damage Waiver Benefit described in this distribution guide, 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 in this distribution guide a rental car agreement may also include a commercial car sharing program of which You are a member and the terms and conditions thereof.

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

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

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

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

**We, Our, Us** means Allianz Global Risks US Insurance Company (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 entered into when entering into another contract, **without penalty, within 10 days of its formation**. 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.







# Notes

A series of horizontal dotted lines for writing notes.

