

# BMO® Travel Protection with Trip Cancellation

CERTIFICATE/POLICY OF INSURANCE

Inside You'll find all You need to know about the **BMO Travel Protection with Trip Cancellation** features and benefits offered to BMO MasterCard®\* Cardholders.



# CERTIFICATE/POLICY OF INSURANCE

## IMPORTANT NOTICE

### Read This Certificate/Policy Carefully

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

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

**Warning:** The Trip Cancellation, Trip Interruption/Trip Delay and Flight Delay benefits in this Policy of Insurance contain a Pre-existing Conditions Exclusion applicable to Medical Conditions and/or symptoms that existed on or prior to the date Your Coverage Period began. **There is no coverage under this Policy of Insurance for Pre-existing Conditions as described in the Exclusions and Limitations section of the Trip Cancellation, Trip Interruption/Trip Delay and Flight Delay benefits.**

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

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

*The Common Carrier Accidental Death and Dismemberment benefits described in this Certificate of Insurance are underwritten by Chubb Insurance Company of Canada under Master Policy No. 6477-45-30. The Insured Person and any claimant under this insurance may request a copy of the Master Policy subject to certain access restrictions. All other benefits, such as Car Rental Collision Damage Waiver, Car Rental Accidental Death and Dismemberment, Car Rental Personal Effects, Trip Cancellation, Trip Interruption/Trip Delay, Flight Delay and Baggage and Personal Effects insurance are offered by Allianz Global Risks US Insurance Company (Canadian Branch) "Allianz" to You under an individual policy. The Insured Person and any claimant under this insurance may request a copy of the policy subject to certain access restrictions. Your BMO MasterCard number is Your policy number with respect to any such individual insurance. The insurance described in this Policy of Insurance is for eligible MasterCard Primary Cardholders of Bank of Montreal "BMO" whose Accounts are in Good Standing and where specified, their Spouses, Dependent Children and/or certain other persons (referred to herein as "You" or "Your"). This insurance is administered by Allianz Global Assistance through the Operations Centre with the exception of Common Carrier Accidental Death and Dismemberment benefits which are administered by CSI Brokers Inc.*

*This Certificate/Policy of Insurance is effective on the later of July 1, 2010 or the date BMO receives and approves the Primary Cardholder's request that this insurance be included as a feature of their MasterCard.*

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

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

## TABLE OF CONTENTS

<b>1</b>	<b>Definitions .....</b>	<b>3</b>
<b>2</b>	<b>Certificate Effective and Termination Date .....</b>	<b>7</b>
<b>3</b>	<b>Eligibility .....</b>	<b>7</b>
	<b>Section A: Your Car Rental, Trip Assistance, Trip Cancellation, Trip Interruption/Trip Delay, Flight Delay and Baggage &amp; Personal Effects Benefits from Allianz Global Risks Us Insurance Company (Canadian Branch) .....</b>	<b>7</b>
<b>4</b>	<b>Benefits – Coverage Period and Description of Coverages .....</b>	<b>7</b>
4.1	Car Rental Benefits.....	7
4.1.1	Collision Damage Waiver (CDW) Benefits ...	9
4.1.2	Car Rental Accidental Death and Dismemberment Benefits.....	10
4.1.3	Car Rental Personal Effects Benefits.....	12
4.1.4	Car Rental Benefits Exclusions and Limitations.....	12
4.1.4.1	General Car Rental Benefits Exclusions and Limitations.....	12
4.1.4.2.	Collision Damage Waiver Benefits Exclusions and Limitations.....	14
4.1.4.3	Car Rental Personal Effects Benefits Exclusions and Limitations.....	15
4.2	Trip Assistance .....	16
4.2.1	Trip Assistance Services.....	16
4.2.2	Legal Assistance Services.....	17
4.3	Trip Cancellation, Trip Interruption/Trip Delay and Flight Delay Benefits.....	17
4.3.1	Trip Cancellation Benefits (Prior To Departure).....	17
4.3.2	Trip Interruption/Trip Delay Benefits (Post Departure) .....	19
4.3.3	Flight Delay Benefits .....	22
4.3.4	Trip Cancellation, Trip Interruption/Trip Delay and Flight Delay Benefits Exclusions and Limitations .....	23
4.4	Baggage and Personal Effects Benefits.....	25
4.4.1	Coverage Period and Benefits .....	25
4.4.2	Baggage and Personal Effects Benefits Exclusions .....	26

<b>5</b>	<b>Conditions .....</b>	<b>27</b>
<b>6</b>	<b>General Provisions .....</b>	<b>28</b>
<b>7</b>	<b>Claim Filing Procedures.....</b>	<b>29</b>
<b>8</b>	<b>Protecting Your Personal Information .....</b>	<b>31</b>
<b>Section B: Your Common Carrier Accidental Death and Dismemberment Insurance from Chubb Insurance Company of Canada.....</b>		<b>33</b>
<b>9</b>	<b>Definitions .....</b>	<b>33</b>
<b>10</b>	<b>Benefits – Coverage Period and Description of Coverages .....</b>	<b>34</b>
10.1	Accidental Death and Dismemberment Benefits .....	36
10.1.1	Accidental Death and Dismemberment Exclusions and Limitations.....	36
<b>11</b>	<b>Claim Filing Procedures.....</b>	<b>37</b>

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

## 1 DEFINITIONS

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

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

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

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

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

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

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

**Covered Service** means a service or supply, specified herein, for which We provide benefits under this Policy of Insurance.

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

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

- under twenty-one (21) years of age; or
- under twenty-six (26) years of age and a full-

time student attending a recognized college or university; or

- twenty-one (21) years of age or older and permanently mentally or physically challenged and incapable of self-support and became so while eligible as a dependent child.

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

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

**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.

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

**MasterCard** means a BMO 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.

**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.

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

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

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

**Primary Cardholder** means the cardholder who has signed an application for a MasterCard, as primary cardholder, and for whom the MasterCard Account is established and for whom BMO has received and approved a request to include this insurance as a feature of the MasterCard.

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

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

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

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

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

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

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

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

**Trip** means a defined period of travel of definite length for which the full 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.



## 2 POLICY EFFECTIVE AND TERMINATION DATE

Except as otherwise stated herein, this Policy of Insurance shall come into effect on the date BMO receives and approves the Primary Cardholder's request to include this insurance as a feature of their MasterCard.

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

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

## 3 ELIGIBILITY

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

## SECTION A - YOUR CAR RENTAL, TRIP ASSISTANCE, TRIP CANCELLATION, TRIP INTERRUPTION/TRIP DELAY, FLIGHT DELAY AND BAGGAGE & PERSONAL EFFECTS BENEFITS FROM ALLIANZ GLOBAL RISKS US INSURANCE COMPANY (CANADIAN BRANCH)

## 4 BENEFITS – COVERAGE PERIOD AND DESCRIPTION OF COVERAGES

### 4.1 CAR RENTAL BENEFITS

#### **Coverage Eligibility**

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

1. the Rental Car must be rented by the Primary Cardholder, or a Family Cardholder; and
2. the Rental Car must be rented from a commercial car rental agency; and

3. the full cost, or portion of the rental cost, including taxes, of the Rental Car must be either charged to the Account or paid through the redemption of loyalty points earned under the MasterCard reward program. An eligible Rental Car included in a pre-paid travel package is covered if the full cost, or portion of the cost, of the travel package was charged to the Account or paid through the redemption of loyalty points earned under the MasterCard reward program; and
4. You must not rent more than one vehicle at a time during a rental period; and
5. You must decline the collision damage waiver benefits (or similar provisions, such as “loss damage waiver”) offered by the rental agency (when not prohibited by law). If there is no space on the Rental Car Agreement to decline coverage, You must write on the contract “I decline the CDW provided by the Rental Agency”. If such coverage is not available from the rental agency, then CDW benefits are not available under this Policy of Insurance; and
6. the Rental Car must have been operated by the Primary Cardholder, a Family Cardholder, the Primary Cardholder’s Spouse or Dependent Child listed on the Rental Car Agreement and authorized to operate the Rental Car under the Rental Car Agreement in accordance with its conditions, when the loss occurs.

### **Coverage Period**

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

Insurance coverage ends at the earliest of:

1. the time when the rental agency assumes control of the Rental Car, whether it be at its place of business or elsewhere. Rental keys left in a locked drop box does not constitute that the rental agency has assumed control of the Rental Car;
2. the end of the chosen rental period; or

3. the date on which the Primary Cardholder's coverage is terminated in accordance with the "Policy Effective and Termination Date" provision set out above.

#### 4.1.1 COLLISION DAMAGE WAIVER (CDW) BENEFITS

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

##### **Coverage Benefits**

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

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

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

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

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

- a copy of the driver's license of the person who was driving the Rental Car at the time of the accident;
- a copy of the loss/damage report You completed with the rental agency;
- a copy of the original police report when the resulting loss from damage or theft was over \$500;
- a copy of Your MasterCard sales draft, and Your statement of Account showing the rental charge.

This charge must appear on your credit card statement within ninety (90) days of the incident;

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

Please see section 4.1.4 for applicable exclusions and limitations.

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

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

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

##### **Coverage Benefits**

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

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

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

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

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

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

#### **Exposure and Disappearance**

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

If the body of an Insured Person has not been found within twelve (12) months after the date of disappearance as the result of the sinking or wrecking

of a vehicle in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from Accidental Bodily Injury.

### **Beneficiary**

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

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

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

### **Coverage Benefits**

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

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

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

## **4.1.4 CAR RENTAL BENEFITS EXCLUSIONS AND LIMITATIONS**

### **4.1.4.1 GENERAL CAR RENTAL BENEFITS EXCLUSIONS AND LIMITATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. There is no coverage for any vehicle with a Manufacturer's Suggested Retail Price (MSRP) in its model year, over \$65,000.
2. There is no coverage for additional rental fees charged by the rental agency for a replacement vehicle if required by You for the remainder of the original rental period.
3. This coverage does not apply to Rental Cars when Your rental period is more than forty-eight (48) consecutive days, or Your rental period is extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or other vehicles.
4. This coverage will not pay for 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:
  - vans (except as defined below);
  - trucks (including pick-ups) or any vehicle that can be spontaneously reconfigured into a pick-up truck;
  - campers or trailers;
  - vehicles towing or propelling trailers or any other object;
  - off-road vehicles (Sport Utility Vehicles are covered, provided they are not used as off-road vehicles, are driven on maintained roads and do not have an open cargo bed);
  - motorcycles, mopeds or motorbikes;
  - expensive or exotic vehicles;
  - antique vehicles;
  - recreational vehicles or vehicles not licensed for



road use; and

- leased vehicles, with buyback guarantee.

Vans are not excluded provided that they:

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

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

An antique vehicle is one which is over twenty (20) years old or when 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 MSRP, in their model year, of \$65,000 or less.

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

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

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

or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Policy of Insurance. This coverage will not apply as contributing insurance and this “non-contribution” shall supersede despite any “non-contribution provision” in other insurance indemnity or protection policies or contracts.

## 4.2 TRIP ASSISTANCE

### 4.2.1 TRIP ASSISTANCE SERVICES

#### **Coverage Eligibility**

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

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

#### **Coverage Benefits**

##### **1. Emergency Cash Transfer**

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

##### **2. Lost Document and Ticket Replacement**

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

##### **3. Lost Luggage Assistance**

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

##### **4. Pre-Trip Information**

You can call the Operations Centre to obtain information regarding passport and visa regulations

and vaccination and inoculation requirements for the country to which You are traveling.

## 4.2.2 LEGAL ASSISTANCE SERVICES

### Coverage Eligibility

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

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

### Coverage Benefits

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

## 4.3 TRIP CANCELLATION, TRIP INTERRUPTION/TRIP DELAY AND FLIGHT DELAY BENEFITS

### 4.3.1 TRIP CANCELLATION BENEFITS (PRIOR TO DEPARTURE)

#### Coverage Eligibility

Coverage applies only when You charge the full cost, or portion of the cost, of Your Trip to the Primary or Family Cardholder's MasterCard when booking Your Trip.

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

#### Coverage Period

Coverage begins at the time of purchase of Your prepaid Trip and before any cancellation penalties have been incurred. Coverage ends at the time of Your scheduled departure or date of cancellation, whichever is earliest.

Should You have to cancel a Trip before Your scheduled Departure Date, You must cancel Your Trip with the travel agent and notify the Operations Centre within forty-eight (48) hours of the event, which caused You to cancel Your Trip.

#### Coverage Benefits

You will be reimbursed for the prepaid portion of Your Trip which is non-refundable or non-transferable to another travel date, up to \$2,500 per Insured Person to an overall maximum of \$5,000 per Account. Coverage

will include any applicable fees associated with the reinstatement of BMO's loyalty program's miles or points.

Failure to notify Your travel agent and the Operations Centre within forty-eight (48) hours may reduce the amount payable. Trip Cancellation benefits are payable if You cancel a covered Trip when a covered event listed below occurs during the Coverage Period.

1. The unexpected death, Sickness, Injury, or quarantine of You, Your Immediate Family Member, Your Travel Companion or Your Travel Companion's Immediate Family Member. Sickness and Injury must require the care and attendance of a Physician and the Physician must recommend in writing cancellation of the Trip.
2. The unexpected death, Sickness or Injury of a caregiver with whom You have contracted to care for a dependent in Your absence. Sickness and Injury must require the care and attendance of a Physician and the Physician must then recommend in writing cancellation of the Trip.
3. Complications of Your, or Your Travel Companion's, pregnancy within the first twenty-eight (28) weeks of pregnancy or complications following the normal full term birth of a child.
4. Side effects and/or adverse reactions to vaccinations required for Your Trip.
5. Hospitalization or death of the host at Your principal destination.
6. Cancellation of a planned business meeting due to death or hospitalization of the person with whom the Insured Person is to meet, or cancellation of a conference (for which the Insured Person has paid registration fees) due to circumstances beyond the control of the Insured Person or their employer. Benefits are only payable to Insured Person(s) who are attending the meeting. Proof of registration will be required in the event of a claim.
7. You, or You Travel Companion, are selected for jury duty or subpoenaed to appear as witness in court whereby the date of the hearing conflicts with the Trip.
8. A disaster renders Your, or Your Travel Companion's, principal residence uninhabitable or Your or Your Travel Companion's place of business unusable.
9. A transfer by Your employer necessitates a change of Your permanent residence.
10. A call to service of the Insured Person(s) by the Canadian Government with respect to reservists, military, police or fire personnel.
11. Refusal of Your, or Your Travel Companion's, visa

- application for the destination country provided that documentation shows You are eligible to apply, that refusal is not due to late application, and that the application is not a subsequent attempt for a visa that had been previously refused.
12. Involuntary loss of Your principal employment provided a letter of termination or official notice of layoff is produced, and provided You had no knowledge of this loss at the time of Trip payment.
  13. A Travel Advisory against non-essential travel is issued by the Canadian Government for Your ticketed destination after You book Your Trip.
  14. Default whereby a contracted travel supplier stops all service completely as a result of bankruptcy or insolvency.
  15. As a result of the delay of a connecting vehicle, You miss the scheduled departure as ticketed due to: inclement weather; mechanical failure or accident of a Common Carrier; a traffic accident; or an emergency police-directed road closure. Such delay due to traffic accident or emergency police-directed road closure must be substantiated by an official police report. All such misconnections are subject to the connecting vehicle arriving at the point of departure not less than two hours prior to schedule departure time. In the event of a misconnection this Insurance covers the entire Trip, up to the coverage limits, as originally ticketed or the cost of a one-way economy fare, via the most cost-effective route, to catch up to the tour or to continue Your Trip as originally booked.
  16. Weather conditions delay Your connecting scheduled carrier for 30% or more of the total duration of the Trip and You elect not to continue with the Trip.

**Please note:**

1. You are not covered for circumstances which You were aware of at time of purchasing Your Trip.
2. Should You have to cancel a Trip before Your scheduled Departure Date, You must cancel Your Trip with the travel provider and notify the Operations Centre within forty-eight (48) hours of the event that caused You to cancel Your Trip.

**Please see section 4.3.4 for applicable exclusions and limitations.**

## **4.3.2 TRIP INTERRUPTION/TRIP DELAY BENEFITS (POST DEPARTURE)**

### **Coverage Eligibility**

Coverage applies only when You charge the full cost,

or portion of the cost, of Your Trip to the Primary or Family Cardholder's MasterCard prior to departure.

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

### **Coverage Period**

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

Should You have to delay Your scheduled return date, You must notify the Operations Centre within forty-eight (48) hours of the event forcing Your delay, to enable the Operations Centre to assist You in making alternative travel arrangements. Failure to notify the Operations Centre within forty-eight (48) hours may reduce the amount payable.

### **Coverage Benefits**

You will be reimbursed for the extra cost of a one-way economy airfare to Your departure point or to the destination point and any unused non-refundable land arrangements up to a maximum \$2,000 per Insured Person. Trip Interruption or Trip Delay benefits are payable when a covered event listed below occurs before Your scheduled return date:

1. The unexpected death, Sickness, Injury or quarantine of You, Your Immediate Family Member, Your Travel Companion or Your Travel Companion's Immediate Family Member. Sickness and Injury must require the care and attendance of a Physician and the Physician recommend in writing that You interrupt or delay Your Trip.
2. The unexpected death, Sickness or Injury of a caregiver with whom You have contracted to care for a dependent in Your absence. Sickness and Injury must require the care and attendance of a Physician and the Physician recommend in writing that You interrupt or delay Your Trip.
3. Complications of Your or Your Travel Companion's pregnancy within the first twenty-eight (28) weeks of pregnancy or complications following the normal full term birth of a child.
4. Side effects and/or adverse reactions to vaccinations required for Your Trip.
5. Hospitalization or death of the host at Your principal destination.
6. Cancellation of a planned business meeting due to death or hospitalization of the person with whom the Insured Person is to meet, or cancellation of a conference (for which the Insured Person has paid registration fees) due to circumstances beyond the control of the Insured Person or their employer.

Benefits are only payable to Insured Person(s) who are attending the meeting. Proof of registration will be required in the event of a claim.

7. You or Your Travel Companion are selected for jury duty or subpoenaed to appear as witness in court whereby the date of the hearing conflicts with the Trip.
8. A call to military service of the Insured Person(s) by the Canadian Government with respect to reservists, military, police or fire personnel.
9. A disaster renders Your, or Your Travel Companion's, principal residence uninhabitable or Your, or Your Travel Companion's, place of business unusable.
10. Weather conditions delay Your connecting scheduled carrier for 30% or more of the total duration of the Trip and You elect not to continue with the Trip.
11. Hijacking of Your Common Carrier while en route to Your scheduled destination point.
12. A Travel Advisory against non-essential travel is issued by the Canadian Government for Your ticketed destination after You depart on Your Trip.

If for one of the reasons listed above You must interrupt an insured Trip already commenced or if You must delay Your return beyond the scheduled return date, Your expenses will be reimbursed up to an aggregate of \$2,000 per Insured Person for:

- the extra cost to change Your return ticket to a one-way economy fare, via the most cost-effective route, by regular scheduled transportation back to Your departure point; or
- if Your existing ticket cannot be changed, the cost of a one-way economy fare by regular scheduled transportation to Your departure point; and
- the non-refundable portion of any unused prepaid travel arrangements if Your insured Trip is interrupted; and
- if Your Travel Companion's Trip is interrupted for any of the reasons stated under the Trip Interruption/Trip Delay benefits, You will be reimbursed for the cost incurred to adjust Your prepaid accommodations to a single supplement.
- If for one of the reasons listed above You must delay an insured Trip, We will also pay the necessary and reasonable costs of commercial accommodation and meals up to \$150 a day, per Insured Person on the Trip, when the return portion of an insured Trip is delayed beyond the date scheduled, as the result of a medical emergency.

Expenses will be reimbursed when You provide, at Our request, any of the following when applicable:

- a statement completed by the attending Physician in attendance where the Sickness or Injury occurred, stating the diagnosis and the complete reason for the necessity of Your Trip delay (if applicable);
- documentary evidence of the emergency situation which caused the delay;
- any Tickets or receipts for any extra transportation costs incurred.

**Please note:** You are not covered for circumstances which You were aware of at time of purchasing Your Trip.

Please see section 4.3.4 for applicable exclusions and limitations.

### 4.3.3 FLIGHT DELAY BENEFITS

#### Coverage Eligibility

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

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

#### Coverage Period

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

#### Coverage Benefits

Flight Delay Benefits are payable in the event of a delay of more than six (6) hours in the arrival or departure of Your regularly scheduled airline flight. You will be reimbursed up to a maximum of \$500, per Account per Trip, for reasonable, additional accommodation and traveling expenses. Expenses must be incurred by You as a result of the delay. You will be required to submit original, itemized receipts for any expense that You incur in this regard. Prepaid expenses are not covered.

Please see section 4.3.4 for applicable exclusions and limitations.



#### 4.3.4 TRIP CANCELLATION, TRIP INTERRUPTION/TRIP DELAY AND FLIGHT DELAY BENEFITS EXCLUSIONS AND LIMITATIONS

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

**1. Pre-existing conditions applicable to Insured Persons up to and including age 64:**

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;
- 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 and 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. This exclusion does not apply to the Flight Delay Benefit.

**Pre-existing conditions applicable to Insured Persons age 65 and older:**

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 twelve (12) month period immediately before Your Coverage Period began;

- the Treatment of, or relating to, a Medical Condition for which a person exhibited any symptom during the twelve (12) 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 twelve (12) month period before Your Coverage Period began and 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. This exclusion does not apply to the Flight Delay Benefit.

2. Pregnancy, miscarriage, childbirth or complications of any of these conditions occurring within nine (9) weeks of the expected date of birth.
3. Riot or civil disorder; committing or attempting to commit a criminal offence.
4. Intentional self-injury, suicide or attempted suicide while sane or insane.
5. Abuse of any medication or non-compliance with prescribed medical treatment or therapy.
6. Mental, nervous or emotional disorders that do not require immediate hospitalization.
7. 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) and any chronic illness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.
8. 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.
9. Participation in professional sports; any speed contest; SCUBA diving, unless the Insured Person holds a basic SCUBA designation from a certified school or other licensing body; hang-gliding; sky diving; parachuting; bungee jumping; parasailing; spelunking; mountaineering; rock climbing or a flight accident, except as a passenger in a commercially licensed airline.

10. Any Trip commenced or continued against the advice of the Insured Person's Physician.
11. Failure of any travel supplier through which You contract for services if this supplier shall be, at the time of booking, in bankruptcy, insolvency or receivership; or in the case of U.S. Air Carriers, under Chapter 11 in the U.S. Bankruptcy Code. No protection is provided for failure of travel agent, agency or broker.
12. Non-presentation of required travel documents, i.e., visa, passport, inoculation/vaccination reports.
13. The death or serious and/or terminal illness of a person when the purpose of the Trip is to provide support and physical care for that person.

## 4.4 BAGGAGE AND PERSONAL EFFECTS BENEFITS

### 4.4.1 COVERAGE PERIOD AND BENEFITS

#### **Coverage Eligibility**

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

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

#### **Coverage Period**

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

#### **Coverage Benefits**

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

1. Loss or damage of Baggage and/or Personal Effects worn or used by You when accompanying You during the Trip. Coverage is limited to \$500 per item.
2. Theft, burglary, fire or transportation hazards to Baggage and/or Personal Effects worn or used by You during the Trip. Coverage is limited to \$500 per item.
3. Loss or damage to camera equipment during the Trip. Camera equipment is collectively considered one item. Coverage is limited to \$500 per item.
4. Loss or damage to jewelry during the Trip. Jewelry is collectively considered one item. Coverage is limited to \$500 per item.

5. Up to \$200 will be reimbursed for the purchase of Essential Items as a result of Your checked Baggage being delayed by the Common Carrier for twelve (12) hours or more, during the Trip en route to Your destination and before returning to Your original point of departure. Proof of delay of checked Baggage from the Common Carrier along with receipts of purchases must accompany Your claim. Purchases must be made within thirty-six (36) hours of Your arrival at Your destination. The costs of items purchased under this benefit will reduce the maximum amount payable under the Baggage and Personal Effects benefit, if it is later determined that Your personal Baggage has been lost, stolen or damaged.

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

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

#### **4.4.2 BAGGAGE AND PERSONAL EFFECTS BENEFITS EXCLUSIONS**

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

1. Loss caused by normal wear and tear, gradual deterioration, moths, or vermin.
2. Animals; automobiles (including equipment and contents), trailers, motorcycles, bicycles, boats, motors, other conveyances or their accessories; souvenirs; fragile or collectible items; consumable or perishable goods; household effects and furnishings; contact lenses, prescription glasses, non-prescription sunglasses; artificial teeth and prostheses, medical equipment and appliances; money, securities; tickets, documents; any property pertaining to a business, profession or occupation, personal computers; software; or cellular phones.
3. Loss or damage to jewelry, gems, watches and furs or garments trimmed with fur and camera

- equipment while in the custody of an airline or Common Carrier.
4. Loss of covered and non-covered items sustained due to any process or while being worked upon; radiation; confiscation by any government authority; war (declared or undeclared); or contraband or illegal transportation or trade.
  5. Loss incurred while You are performing a negligent act(s) or criminal act(s).
  6. Items specifically or otherwise insured.

## 5 CONDITIONS

1. **Due Diligence:** The Primary Cardholder and any Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
2. **False Claim:** If a Primary Cardholder or Insured Person makes any claim knowing it to be false or fraudulent in any respect, coverage under this Policy of Insurance shall cease and there shall be no payment of any claim made under this Policy.
3. In the event of a payment under this Policy 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. You must repay to Us amounts paid or authorized for payment on Your behalf if We later determine the amount is not payable under this insurance.
5. You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty (30) days from the date the claim arises. The Operations Centre must be provided by You or someone acting on Your behalf with satisfactory proof of loss no later than ninety (90) days from the date the claim arises.

Satisfactory proof of loss means:

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

## 6 GENERAL PROVISIONS

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

## 7 CLAIM FILING PROCEDURES

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

This insurance will not pay for any interest.

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

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

2. Collision Damage Waiver (CDW) Benefits
  - A copy of the original police report when the resulting loss from damage of 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 Benefits
  - Certified death certificate.
  - Medical records pertaining to the accident.
  - Police report or any other accident reports filed.
4. Car Rental Personal Effects Benefits
  - Original police report or other report to local authorities.
  - An itemization and description of the stolen or damaged items and their estimated value.
  - A copy of the receipts, credit card statements, or cancelled cheques for the personal property stolen or damaged.
  - Estimate of repairs, if applicable.
  - Photo of the damaged item, if applicable.
  - Declaration page from any other applicable insurance or a notarized statement that an Insured Person has no other insurance.
  - Original Rental Car Agreement.
  - A copy of an Insured's monthly billing statement reflecting the charge for the Rental Car.
5. Trip Cancellation, Trip Interruption/Trip Delay Benefits
  - Any appropriate documentation that officially explains the cause of Your Trip cancellation, delay or interruption.
  - The report of Your physical examination (if applicable), and any explanation of diagnosis along with original itemized bills, receipts, and proof of other insurance payments.
  - Certified death certificate in the event of a death.
  - Original unused Tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the Trip cancellation, delay or interruption.
  - Documentation of refunds received from the travel supplier(s) and/or Common Carrier(s).
  - Copy of the supplier's literature that describes penalties.
  - A letter of the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the Trip costs.



6. Flight Delay Benefits
  - Original police, Common Carrier or other report that verifies the cause and duration of the delay.
  - Original, itemized receipts.
7. Baggage and Personal Effects Benefits
  - Original claim determination from the Common Carrier, if applicable.
  - Original police report or other report of local authorities.
  - Original receipts and list of stolen, lost or damaged items.
  - Statement of loss providing amount of loss, date, time and cause of loss.

## 8 PROTECTING YOUR PERSONAL INFORMATION

### Travel Insurance Personal Information Notice

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

- To identify and communicate with individuals
- To consider any application for insurance
- If approved, to issue a Certificate of insurance
- To administer insurance and related benefits
- To investigate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes

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

disclose information from our existing files for the insurance purposes.

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify 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 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.

Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at [PIPEDA@allianz-assistance.ca](mailto:PIPEDA@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 Travel Insurance Privacy Policy, please visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca)

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

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

### 9 DEFINITIONS

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

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

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

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

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

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

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

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

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

**MasterCard** means a MasterCard card issued by the Policyholder.

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

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

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

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

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

## 10 BENEFITS – COVERAGE PERIOD AND DESCRIPTION OF COVERAGES

### 10.1 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### **Coverage Eligibility**

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

## **Insured Person**

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

## **Coverage Benefits**

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

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

CAD Dollar MasterCard – \$500,000 CAD

Accidental Death Insurance

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

Accidental Death Insurance

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

## Beneficiary

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

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

All other indemnities will be paid to the Insured Person.

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

## 10.1.1 ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS AND LIMITATIONS

This insurance does not cover loss resulting from:

1. an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions;
2. suicide, attempted suicide or intentionally self inflicted injuries; 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.

This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder. If a statement in this description of coverage and any provision in the policy differ, the policy will govern. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the province or territory in which this policy is issued are amended to conform with such statutes.

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

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

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

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

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

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

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 (B.C. and Alberta), otherwise within one (1) year or such longer period that may be required under the law applicable in Your province or territory of residence.

\* *Registered trademark of Bank of Montreal.*

\*\* *Registered trademarks of MasterCard International Incorporated.*

33469342/10034430 (07/12)