BMO Cardholder Agreement and Benefit Coverages

BMO

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BMO Mastercard Cardholder Agreement

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Your BMO Mastercard cardholder agreement

We appreciate you choosing a BMO credit card. This agreement is between you and us in relation to your account and card. It also applies to any renewal or replacement of your card.

This agreement has important information about your account and card. Please read this agreement carefully and keep it to refer to later. It replaces any other agreements we may have sent to you. When you sign, activate or use your card, cheques or account, it means that you have received, understood and agree to all the terms of this agreement. If you do not activate your account and call us to let us know you no longer want the account (see Section 29 for contact details), you won't be bound by this agreement if there are no charges or fees on the account. If your account is closed, you must destroy your card and cheques.

1. About some of the words in this agreement

- ***account*** means a BMO account set up in the name of the primary cardholder
- ***additional cardholder*** means each person we have issued a card to on the primary cardholder's account, at the primary cardholder's request
- ***additional card*** means a card we have issued to an additional cardholder
- ***agreement*** means the most recent terms and conditions of this cardholder agreement, the card carrier and any other terms or notices that we may provide to you related to the card and your account
- ***balance due*** means the amount shown on your account statement as the balance due, which is the balance you owe as of the statement date. Your balance due does not include any installment plan payments not yet due
- ***card*** means a BMO credit card(s) and any renewals or replacements that we issue and any other payment device we provide you to enable you to use the account
- ***card carrier*** means the documents you receive with your card including an information box that provides important information about your account, such as your credit limit, interest rates, minimum payment and fees
- ***cash advance*** means an advance of money from us that is charged to the account. We treat cash-like transactions, balance transfers and purchases using cheques the same as cash advances
- ***cash-like transactions*** mean transactions involving the purchase of items that are similar to and/or can be converted into cash. Cash-like transactions include but are not limited to: wire transfers, money orders, travellers cheques, casino gaming chips and gaming transactions (including betting, off track betting, race track wagers, and lottery tickets)
- ***cheques*** mean BMO credit card cheques that we may provide from time to time at the request of the primary cardholder
- ***good standing*** means you are in compliance with this agreement
- ***grace period*** means the number of days between the date of your account statement and the payment due date shown on your account statement
- ***installment plan*** means the defined repayment of a balance over a set duration of monthly payments. Your balance owed is moved from your account's purchase category to the installment plan. You may have several installment plans active at the same time
- ***installment plan interest*** means the interest we charge each month for each installment plan
- ***installment plan monthly fee*** means the fee we charge each month for each installment plan
- ***installment plan total monthly payment*** means the amount you must repay each month if you have an installment plan and is made up of the monthly principal amount(s) plus installment plan monthly fee(s) or interest due that statement. This amount will be added to the minimum payment due on your monthly account statement for the duration of the plan
- ***network*** is the payment card network identified on the front of your card

- ***new installments*** means the amount shown on your monthly statement as new installments and is the amount that you have put on an installment plan during that statement cycle
- ***payment due date*** means the date on your account statement on which payment of the minimum payment is due
- ***personal information*** includes information you provided to us or information we collected from other sources about you, such as your name, address, age, financial data, Social Insurance Number, or employment records, and other information that could be used to identify you
- ***purchase exchange rate*** means the rate we pay to the network on the date the transaction is posted to the account plus the markup percentage shown on the card carrier or in any notice we may provide you
- ***PIN*** means personal identification number
- ***primary cardholder*** means the person who applied for a card and in whose name we opened an account
- ***purchase*** means an advance of money from us charged to the account that equals the amount you paid for goods or services by using your card
- ***refund exchange rate*** means the rate we pay to the network on the date the refund is posted to the account, minus the markup percentage shown on the card carrier or in any notice we may provide you
- ***total balance*** means the amount shown on your account statement as the total account balance, which is the balance you owe as of the statement date plus any installment plan payments not yet due
- ***total debt*** means the total of all purchases, cash advances, interest charges and fees and any other amounts that may be charged to the account under this agreement
- ***total installment not yet due*** means the installment plan(s) monthly principal amount to be paid in future payments
- ***transaction*** means any purchase, cash advance, interest charge, fee, payment, credit or debit adjustment and any other amounts that may be charged to the account
- ***you*** and ***your*** mean the primary cardholder and any additional cardholders
- ***we, our*** and ***us*** mean Bank of Montreal

There are certain terms outlined in this agreement that have equivalent definitions in Quebec (as required by the *Quebec Consumer Protection Act*). We have outlined them below:

Terms used in Cardholder Agreement	**Corresponding meaning under the *Consumer Protection Act (Quebec)***
Credit Limit	Credit Extended
Interest Charges	Credit Charges
Annual Interest Rate	Credit Rate
Interest-free Grace Period	Period given to pay outstanding amounts without having to pay credit charges, except as regards money advances
Minimum Payment	Minimum periodic payment required
Annual Fees ; Other Fees	There may be other charges under this Agreement that we disclose to the Borrower, including fees for returned payments, duplicate statements, cash advances, cash-like transactions, bill payments, cheques, redemptions, inactive accounts, among others.

2. Using your card and cheques

You must sign your card as soon as you receive it. You must not use your card after the expiry date shown on your card. Your card is to be used as a personal credit card product, and is not to be used for business purchases.

You can make a purchase or get a cash advance by using your card, writing a cheque or in any other ways we allow. You authorize us to charge the amount of any purchases or cash advances you make to the account. You must not use your card or cheques to get a cash advance from a merchant. If you make a purchase or get a cash advance by providing your card number without presenting your card (for example, by mail, telephone, internet, mobile or any other electronic method), we'll treat the transaction the same as if you had used your card and signed a purchase or cash advance slip.

You may only use your card and cheques as allowed in this agreement.

You must not use your card or account for any illegal purpose, including buying any goods or services prohibited by law. We may monitor unusual transactions for security reasons.

3 . Digital/mobile and contactless payments

This agreement applies to all types of transactions on your card or account, including contactless transactions and any transactions using a digital or mobile wallet (example: Apple Pay or Google Pay). BMO and/or participating merchants may, in their discretion, establish a maximum dollar limit from time to time for a single contactless or digital or mobile transaction. As a result, you may need to use your physical card to complete a transaction if you exceed these limits, even if your account is in good standing.

4. BMO Alerts

Once your new credit card is activated, you will automatically be enrolled in BMO alert notifications to notify you when a payment is due, when there is a security concern with your card, when you are approaching the credit limit on your card, and when you have had a transaction declined. Messages will be sent to the email address or mobile number (text message) you provided on your application. You can manage your alert subscriptions through Online Banking or the Mobile Banking Application.

You may receive an alert when your available credit falls below the threshold you designate in Online Banking or the Mobile Banking app, or $100, if you do not choose an amount. You may not receive the alert before exceeding the credit limit, and therefore, may incur fees.

In addition, for Quebec customers, you may receive an overlimit notice by a phone call, should we not have your email address or mobile number on file, and if such transaction(s) occur. If you wish to modify receiving this phone call, please visit a BMO branch.

If you are enrolled in BMO Alerts and you dispose of your mobile device, you are responsible for notifying us of the change, and deleting the device as a delivery method for BMO Alerts if you have previously subscribed for app notifications.

BMO Alerts are provided as a convenience to you for information purposes only. You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges. You agree that we are not liable to you for any loss or claim that may arise as a result of BMO Alerts sent to you. BMO Alerts may not be available for use outside of Canada.

You are responsible for informing us of any changes made to your contact information and ensuring that the email address or mobile number provided for the purpose of receiving BMO Alerts are accurate and up to date at all times. Alerts may be delayed or prevented because of a variety of factors. We do our best to provide alerts in a timely manner and with accurate information. We do not guarantee the delivery or the accuracy of the contents of any alert. By using alerts, you agree that we will not be liable for any of the following:

(i) any delays, failure to deliver, or misdirected delivery of any alert;

(ii) for any errors in the content of an alert; or

(iii) for any actions taken or not taken by you or any third party in reliance on an alert.

You agree that a BMO Alert does not constitute a bank record for an account. You are responsible for monitoring all account activity.

If you are enrolled in BMO Alerts, as either a primary or additional cardholder, you will receive alerts for transactions conducted on all cards linked to the account. If cardholders are enrolled for BMO Alerts, they will receive alerts for transactions you may have conducted as either a primary or additional cardholder.

Learn more at **bmo.com/alerts**

5. Ownership of the card and cheques

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

6. Other card benefits and services

If any extra benefits or services are added to your card, we'll send you separate terms and conditions relating to those extra benefits and services. We may change or withdraw any card benefit or service at any time without telling you in advance. If you reside in Quebec, notice of any change or withdrawal will be provided in accordance with the applicable terms and conditions relating to those extra benefits and services.

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

7. Your credit limit

Your credit limit is provided on your card carrier and on your account statement. The credit limit applies to the account, even if there is more than one card issued on the account.

Occasionally, we may offer the primary cardholder the opportunity to increase the credit limit. We will need to obtain the express consent of the primary cardholder before increasing the credit limit. We may reduce the credit limit at any time without telling you in advance. If we decide to reduce your credit limit, it will be in our discretion, and could be for a number of reasons, including but not limited to (a) managing our risk, (b) if we anticipate that you will not be able to meet your expected obligations under this agreement, (c) where we believe continuing our relationship with you may cause a loss to us, (d) if we determine that your account or activity is outside of our tolerable risk, or (e) due to your delinquency or default.

You do not have the right to exceed the credit limit; however on occasion, we may allow the amount owing on your account to exceed the credit limit. Unless you reside in Quebec, if you exceed the credit limit, you will pay the over limit fee set out in the card carrier or in any notice that we provide to you.

8. Your responsibility for the total debt

You are responsible for and must pay the total debt. This applies whether or not you incurred the total debt, whether or not the total debt exceeds your credit limit, and regardless of how the total debt was incurred. You must not use the account, or any other credit card account with us, to pay all or any part of the total debt. If you are an additional cardholder then, despite anything else in this agreement, and regardless of when you received your card you are not responsible for paying the total debt if **either:**

(a) we opened the account on or after October 1, 2012, **or**

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

The term ***"Authorized users"*** refers to additional cardholders who are not responsible for paying the total debt. Authorized users cannot give us instructions about the account, such as issuing new cards or changing the credit limit.

If you are an additional cardholder, and neither (a) or (b) applies to you, you are responsible for paying the total debt individually and together (solidarily responsible in Quebec) with the primary cardholder and other additional cardholders.

The term ***"co-borrowers"*** refers to additional cardholders who are responsible for paying the total debt. As a co-borrower you are not responsible for paying any part of the total debt that accumulates after you tell us in writing that you are cancelling your card.

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

9. Your responsibility for lost, stolen or misused cards

Safeguarding the use of your PIN, card and account

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

To safeguard your PIN:

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

If you do not properly safeguard your PIN you may be liable for unauthorized transactions on your account.

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

Unauthorized use and liability

You must notify us by telephone immediately about any actual or suspected loss, theft or unauthorized use of any card, PIN, cheque or account information for the account. You may contact us as set out in Section 29. We may take whatever steps that we consider necessary to recover any affected card and, additionally, may report the loss, theft or unauthorized use to the appropriate authorities.

In general, your maximum liability for the loss, theft or unauthorized use of any card, PIN, cheque or account information for the account is $50 per transaction unless you have demonstrated gross negligence or, in Quebec, gross fault, in safeguarding those cards, PINs, cheques or account information for the account.

If someone uses your card or account without your authorization, you will not be liable for such unauthorized use if you meet all of the following criteria:

- you did not contribute to the unauthorized use
- you used reasonable care to safeguard your card and PIN; and
- you notified us by telephone (see Section 29 for contact details) immediately after you learned of the loss, theft or misuse of your card or cheques, or after you suspected that someone else knows your PIN.

If you report to us that your card, a PIN, a cheque or any account information for the account has been lost or stolen or is otherwise at risk of being used in an unauthorized manner, you will not be liable for any unauthorized use of the card, a PIN, a cheque or any account information for the account by someone else after the report is received by us.

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

10. Fees and interest

We will charge the account with the applicable fees and interest shown on the card carrier or in any notice we provide you. We will give you at least 30 days written notice of any increase in fees and interest that we charge you.

11. Foreign currency transactions

Exchange Rate

We convert foreign currency transactions to the currency of your card as described in the card carrier. The purchase exchange rate may not be the same as the rate that was in effect on the transaction date

Refunds

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

12. Promotional interest rates and balance transfers

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

13. Installment plans

Installment plans allow eligible cardholders to repay specific eligible amounts over a defined repayment schedule. Access to an installment plan is governed by the terms of this Cardholder Agreement and subject to additional terms and conditions available at **bmo.com/paysmart**.

14. Payments

(a) Your minimum payment

You may pay your account balance in full at any time; however, you must make sure that we receive at least your minimum payment on or before the payment due date shown on your account statement. Your minimum payment calculation is described in the card carrier or in any notice we may provide to you. If your payment due date falls on a weekend or a holiday in the Province or Territory where our records show you live, a payment received by us on the next business day following such payment due date will be considered to have been paid on time. If your statement address is outside Canada, we will use the Federal holidays of Canada to determine whether your payment will be considered to have been paid on time.

(b) Payment methods

You may pay your account by cheque, bill payment, pre-authorized debit or transfer. Please review the back of your statement for more details. If you pay by cheque or bill payment, you must allow enough time to process your payment. If you register your account for pre-authorized debit, you must make sure the funds are available in your bank account on the due date shown on your account statement. If you make a payment using the option to internally transfer funds from a BMO account to your credit card account, your available credit will be updated immediately, but the payment may not be posted to your BMO credit card account and your balance may not be updated for up to two business days. In some cases where you make a payment at the end of your billing cycle, your balance may not be updated until your next statement.

(c) How we apply payments to your account

If you reside outside Quebec:

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

- first, to any total monthly installment plan payments due;
- second, to any interest that appears on your account statement;
- third, to any fees that appear on your account statement including, but not limited to, annual card fees, and cash advance fees;
- fourth, to credit card balance insurance premiums that appear on your account statement;
- fifth, to any transactions that appear on your account statement;
- sixth, to any fees which have not yet appeared on your account statement; and
- seventh, to any transactions which have not yet appeared on your account statement.

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

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

- first, all items that have the same interest rate will be placed into the same category;
- second, we will allocate the amount of your payment that is in excess of your minimum payment amount to the different interest rate categories in the proportion that the amount in each category represents of the remaining balance.

For example, if your purchases represent 60% of your remaining balance and your cash advances represent 40% of your remaining balance, we will apply 60% of your excess payment towards your purchases and 40% of your excess payment towards your cash advances.

If you pay more than your balance due on your account statement, the excess payment will be applied to transactions that have not yet appeared on your monthly statement, using the same payment allocation described above, and then to any installment plans on your account in order of plan expiry.

If you reside within Quebec:
When we receive a payment, we use the money first to pay off the minimum payment amount (excluding any monthly installment plans payments due) shown on your last account statement, starting first with the debt with the highest credit rate, then to other debts in decreasing order of credit rate. Then we apply each monthly installment plan payment due on their related installment plan, starting with the plan with the highest credit rate, then to other plans in decreasing order of credit rate.

If you pay more than the minimum payment amount (including any monthly installment plans payments due), we will apply the excess payment to your remaining balance due, starting with the debt with the highest credit rate, then to other debts in decreasing order of credit rate.

If you pay more than your balance due on your account statement, the excess payment will be applied to transactions that have not yet appeared on an account statement and any total installments not yet due, starting first with those with the highest credit rate, then to other transactions in decreasing order of credit rate.

(d) Returns and chargebacks
In case of returns and chargebacks, credits will be allocated according to the payment allocation described above. Credits may be applied to the installment plan if there are no other charges on your account. If you have an active installment plan, please refer to the BMO PaySmart terms and conditions at **bmo.com/paysmart** for more information.

15. Interest on cash advances, installment plans, purchases and fees

We calculate interest on cash advances from the date of the cash advance until the date we receive payment in full. There is no grace period for cash advances. If you choose to create an installment plan, interest, if applicable, will be charged on that installment plan at the interest rate you agreed to in the relevant terms and conditions.

We don't charge interest on purchases, installment plans and fees appearing on your account statement for the first time if you pay your balance due in full (or your total balance for customers with interest-bearing installment plans) within the grace period set out in your card carrier or in any notice we provide to you. Otherwise, interest charges on those purchases, installment plans and fees will appear on your next monthly statement. We will charge interest retroactively from the date of the purchase, installment plan conversion (for customers with interest-bearing installment plans) or fee until the date we receive payment in full.

16. How we calculate interest and applicable fees

The interest rates we charge are:

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

Your account statement shows your annual and daily interest rates. If you do not make a minimum payment by the due date two times in any twelve month period, your interest rate will increase as shown on the card carrier or any notice we provide to you. The amount of interest we charge you on each account statement is calculated as follows:

- first, we determine your average daily balance by adding the interest-bearing amount you owe each day and dividing that total by the number of days in the statement period
- next, we determine the daily interest rate by dividing the annual interest rate by the number of days in a year.
- Your interest charge is then calculated by multiplying the average daily balance by the daily interest rate by the number of days in a statement period.

If different interest rates apply to categories of transactions (such as purchases, installment plans, cash advances, balance transfers), we calculate the interest charge based on the average daily balance for each rate. Your account statement shows the interest charges for each category. If your interest rate changes during a statement period, we calculate interest using the rate in effect at the end of that period. We add your interest charge to your balance at the end of the statement period. As a result, we charge interest on unpaid interest.

We will calculate an annual percentage rate (APR) based on the interest and applicable fees you have been charged and we may refund any charges, at our discretion, that would result in your APR exceeding the maximum that we are permitted by law to charge.

17. Estimated time to repay

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

18. If you have a problem with a merchant

We are not responsible for any problem you have with a merchant or if a merchant does not accept your card or cheques. Even if you have a problem with a merchant, you are still responsible for the total debt. You must settle any problems you have directly with the merchant. If a merchant gives you a refund and we receive a credit note from the merchant, we will credit it to the account on the day we receive it. A merchant refund is not counted towards the minimum payment required by this agreement.

19. Limitations on our liability

We try to ensure that you can always use your card. Occasionally, however, you may not be able to do so because of systems or communication problems involving a merchant, the network or us. We may also block use of your card or a particular type of transaction for any reason and without telling you, including in cases where we suspect unauthorized or fraudulent use of the card. Under no circumstances are we liable to you if you cannot use your card.

20. Your account statements and notices

We'll provide account statements and notices to the primary cardholder and any co-borrowers who ask for copies. We will provide this information by mail to the addresses in our records unless both parties agree on another method.

Account statements will be sent monthly. However, if you have a monthly outstanding balance of less than $10 and no payments or transactions have been posted to the account and no interest or fees have been charged to the account, we will provide you with an account statement every three months. We will not provide an account statement for any statement period during which there have been no transactions and there is no outstanding balance at the end of the period, or your account has been suspended or cancelled due to default and we have demanded repayment of the total debt.

You must contact us (see Section 29 for contact details) of any mistakes or missing information in your account statement no later than 30 days after your account statement date. If you don't contact us, you agree that your account statement is correct, except for any amount we applied incorrectly to the account, which we may reverse at any time. If we can't send your account statement on time for any reason, such as a mail strike, you must contact us (see Section 29 for contact details) at least once a month to get the information you need to continue making your payments as required.

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

21. Pre-authorized payments to merchants

You are responsible for any pre-authorized payments charged to the account, even after you or we cancel the account. If you wish to discontinue these payments you must contact the merchant in writing to cancel any pre-authorized payments, and review your monthly statements to ensure that the payments have been discontinued. If the merchant continues to charge your account despite your instructions to cancel the pre-authorized payments, we may be able to assist you if you provide us with a copy of the written notice you gave the merchant, along with any other information that we may ask for.

You are responsible for giving your new account number or expiry date to merchants with whom you have pre-authorized payment arrangements. In addition, the network may make available an automatic biller update (ABU) service to merchants. If a merchant registers for the network's ABU service, the merchant will automatically receive details of your new account number so that your automatic bill payments continue.

If you do not want us to provide your card updates through the network's ABU, please call us (see Section 29 for contact details). It may take up to 60 days for your opt out to request to take effect.

22. Cancellation of your card

How you can cancel your card:

The primary cardholder may close their account or cancel their card or any additional cards at any time by calling us (see Section 29 for contact details). If the primary cardholder cancels their card, we will also cancel all additional cards associated with the account.

How we can cancel your card:

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

- cancel any card on the account
- cancel your rights and privileges related to your card
- close the account
- require you to immediately destroy your card and cheques

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

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

23. Clause required under the Consumer Protection Act (Quebec)

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(a) either remedy the fact that he is in default;

(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (chapter P-40.1) as well as section 69 of the General Regulation made under that Act and, where necessary, to contact the Office de la protection du consommateur.

24. Changes to this agreement

From time to time, we may change your agreement including changes to the provisions relating to :

1) Definitions in this agreement

2) Your responsibility for the total debt

3) Transaction fees such as cash advance fees and foreign currency conversion fee

4) Other card benefits and services

5) Your responsibility for lost, stolen or misused cards

6) Problems with merchants

7) Your account statements and notices

8) Authorized users

9) Complaints and privacy

10) How to contact us

We will provide you with a notice at least 30 days before the change takes effect. This notice will be drawn up clearly and legibly and will specify the new clause or the amended clause as well as the date the change will take effect.

If you do not agree with the change and you reside in Quebec, you will be notified of your right to cancel this agreement without cost or penalty by notifying of us no later than 30 days after the change comes into effect.

Your continued use of your card, cheques or account means that you understand and agree to such change.

25. Assigning this agreement

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

26. French Language Clause

It is the expressed wish of the parties that this agreement and related documents be drawn up in English. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*

27. Clause required under the *Consumer Protection Act* (Quebec)

(Open credit contract for the use of a credit card)

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Quebec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to $50 per transaction. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the *Consumer Protection Act* (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

28. Your personal information

To learn more about how we collect, use, disclose and safeguard your Personal Information, your choices, and the rights you have, please see our Privacy Code (available at **bmo.com/privacy**, or from any of our branches).

Sharing your Personal Information

Your personal information is shared with the card network (e.g., Visa, Mastercard) in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including any products or services provided or made available by the card network as part of your product, service or accounts with us), or for any promotions the card network may make available to you.

BMO Financial Group consists of Bank of Montreal and its affiliates. Your Personal Information, including information about your authorized representatives and beneficiaries, is shared within BMO Financial Group, to the extent permitted by law, to: ensure we have accurate information about you, and your authorized representatives and beneficiaries; manage our total relationship; provide a better customer experience; meet your needs as they change and grow; and manage our business.

Your Choices

Sharing: You may choose not to allow us to share account-specific information within BMO Financial Group, but you understand we will share your Personal Information where two or more BMO Financial Group affiliates provide you with jointly offered products or services.

Direct marketing: You may choose not to allow us to use your contact information for direct marketing, such as mail, telemarketing or email informing you about products and services we think may be of interest and value to you.

Please see "**Contact Us**" in our Privacy Code for more details on how to opt out.

Automated decisions: We will also use your Personal Information to make decisions in real time by using tools to automate the processing of your Personal Information, for example, whether to approve or decline your transaction. These decisions can affect the products, services or features we may offer you and are also used to protect you from fraud.

29. How to contact us and complaint resolution

How to contact us:

Customer Contact Centre

If you have any questions on this agreement, please contact us at: 1-800-263-2263
8:00 am - 11:00 pm (local time), 7 days a week

For clients who are deaf or hard of hearing, BMO supports calls (24/7) from third party relay service providers trained to relay communications through message relays (MRS) or video relays (VRS).

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

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

We're here to help – Resolving Customer Complaints

If you have a complaint or concern, we encourage you to let us know and give us the opportunity to make it right. BMO's complaint resolution process is outlined in the **We're here to help – Resolving Customer Complaints** brochure, which is available online at **www.bmo.com/main/about-bmo/resolving-a-complaint** and at all BMO Bank of Montreal branches.

Our Commitment to You

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

BMO CashBack World Elite Travel and Medical Protection Certificate of Insurance

Inside you'll find all you need to know about the Insurance features and benefits included with your BMO CashBack World Elite Mastercard

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IMPORTANT INFORMATION

Important Notice - Read Carefully Before You Travel.

The BMO CashBack World Elite Mastercard includes travel coverage – what's next? ***We*** want ***you*** to understand (and it is in ***your*** best interest to know) what ***your certificate of insurance*** includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your ***certificate of insurance*** before ***you*** travel. ***Bolded and italicized terms are defined in your certificate of insurance***.

a) Travel insurance covers claims arising from sudden and unexpected situations (e.g., accidents and emergencies) and not follow-up or recurrent care.

b) To qualify for this insurance, ***you*** must meet all of the eligibility requirements.

c) This insurance contains limitations and exclusions (e.g., ***medical conditions*** that are not ***stable***, pregnancy, child born on a ***trip***, excessive use of alcohol, high risk activities, etc.).

d) This insurance may not cover claims related to ***pre-existing medical conditions***.

e) Contact the ***Operations Centre*** before seeking ***treatment*** or ***your*** benefits may be limited or denied.

f) In the event of a claim ***your*** prior medical history may be reviewed.

In addition to the Important Information above, please be sure to read the Important Notice in each coverage section.

It is important and ***your*** responsibility to understand ***your*** coverage. If ***you*** have questions, call the ***Operations Centre***:

From Canada and the United States call 1 877 704-0341

From elsewhere call collect 519 741-0782

The insurance products described in this ***certificate of insurance*** are underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies ("CUMIS", "***we***", "***us***" or "***our***") under Group Policy No. FC310000-A (the "Policy"), issued to Bank of Montreal ("BMO") effective July 6, 2023. The ***insured person*** and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. The insurance is administered by Allianz Global Assistance which is a registered business name of AZGA Service Canada Inc. Allianz Global Assistance provides claims and travel assistance services on behalf of the underwriter through the ***Operations Centre***. The ***Operations Centre*** can be reached at 1 877 704-0341 or 519 741-0782.

All benefits are subject, in every respect, to the terms of the Policy, which alone constitutes the agreement under which payments are made. Only BMO may determine who is a ***cardholder,*** whether an ***account*** is in ***good standing*** and whether the insurance pursuant to this ***certificate of insurance*** is in force.

SUMMARY OF BENEFITS

The information in the chart below summarizes ***your*** insurance coverage as provided by the ***credit card***. Coverage is subject to the terms and conditions listed in this ***certificate of insurance***. For complete coverage details, please refer to each coverage section. Unless otherwise indicated, all amounts are in Canadian currency.

Coverage	Limits
OUT-OF-PROVINCE/COUNTRY EMERGENCY MEDICAL INSURANCE Out-of-Province/Country Emergency Medical Insurance covers ***you*** for the ***reasonable and customary charges*** arising from sudden and unforeseeable circumstances while travelling outside ***your*** province or territory of residence.	• Up to $5,000,000 per ***insured person***, per ***trip*** • Eight (8) consecutive days of coverage per ***trip***, if ***you*** are age sixty-four (64) or under on ***your departure date***

Coverage	Limits
CAR RENTAL – COLLISION/LOSS DAMAGE INSURANCE Car Rental – Collision/Loss Damage Insurance provides coverage for damage or theft of a ***rental car***, as well as valid ***rental agency*** towing charges and charges for loss-of-use, when a covered loss occurs during the period of the ***rental car agreement***. The total rental period must not exceed forty-eight (48) consecutive days.	• Rental period of up to forty-eight (48) consecutive days • ***Rental car*** with a Manufacturer's Suggested Retail Price (MSRP) of up to $65,000
COMMON CARRIER INSURANCE Common Carrier Insurance provides coverage in the event of ***your*** accidental death or dismemberment arising from an ***accidental bodily injury*** sustained while ***you*** are a passenger on, or while ***you*** are entering or exiting, any licensed ***common carrier***.	• Up to $500,000 per ***insured person***
FLIGHT DELAY INSURANCE Flight Delay Insurance provides coverage in the event of a delay of more than four (4) hours in the arrival or departure of ***your*** regularly scheduled flight on a commercial airline.	• Up to a maximum of $500 per ***trip*** for all ***insured persons*** combined, in the event of a flight delay of more than four (4) hours
BAGGAGE INSURANCE Baggage Insurance provides coverage if ***your baggage*** is delayed by the ***common carrier*** for more than six (6) hours, lost, stolen or accidentally damaged while checked in with, or carried on, a ***common carrier*** during a ***trip***.	• **Lost, Stolen or Damaged Baggage:** up to $500 per ***insured person*** to a maximum of $1,000 per ***trip*** for all ***insured persons*** combined • **Baggage Delay:** up to $500 per ***insured person***, to a maximum of $1,000 per ***trip*** for all ***insured persons*** combined, for the purchase of ***essential items***
HOTEL BURGLARY INSURANCE Hotel Burglary Insurance provides coverage for the repair or replacement of personal property that is lost, stolen or damaged due to ***burglary*** of ***your*** travel ***accommodation***.	• Up to $1,000 per occurrence for all ***insured persons*** combined
PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE Purchase Security Insurance covers against theft of, or damage to, covered items within the first ninety (90) days from the date of purchase when ***you*** charge the full ***purchase price*** of the items to the ***cardholder's credit card***. Extended Warranty Insurance doubles the original manufacturer's warranty up to a maximum extension of one (1) year when ***you*** charge the full ***purchase price*** of the items to the ***cardholder's credit card***.	• **Purchase Security:** up to ninety (90) days from date of purchase • **Extended Warranty:** doubles the original manufacturer's warranty to a maximum extension of one (1) year

DEFINITIONS

Throughout this Certificate of Insurance defined terms are bold and italicized and have the specific meaning explained below.

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.

Accommodation means an establishment that provides commercial short-term accommodation for the general public, issues proof of transaction and is licensed under the law of its jurisdiction. An accommodation includes a business that operates a vacation rental or shared accommodation but excludes any timeshare properties or arrangements.

Account means the ***primary cardholder's*** BMO CashBack World Elite Mastercard account, established in Canada by BMO.

Actual cash value means the lesser of:

a) the actual purchase price of a similar item;

b) 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

c) the cost to repair or replace the item.

Authorized Driver means any driver who is permitted to operate the ***rental car*** by the ***primary cardholder*** and who is listed on the ***rental car agreement***.

Baggage means luggage and personal possessions, whether owned, borrowed or rented, and taken by ***you*** on ***your trip***.

Benefit amount means the ***loss*** amount set out in this ***certificate of insurance*** applicable at the time the full cost of ***your ticket*** was charged to the ***cardholder's credit card***.

Burglary means the loss of or damage to ***your*** personal property resulting from the wrongful entry into ***your*** travel ***accommodation*** for which there is visible evidence of forcible entry made by tools, explosives, electricity or chemicals.

Cardholder means the ***primary cardholder***, the ***primary cardholder's spouse*** and/or ***dependent child(ren)*** who have been issued a ***credit card(s)*** by BMO on the ***primary cardholder's account*** as additional cardholders. Cardholder does not include any other individual(s) who may be named as an additional cardholder on the ***account***.

Cardholder agreement means the BMO cardholder agreement that applies to and governs the ***credit card*** and ***account***.

Car sharing program means a car rental club which gives its members twenty-four (24) hour access to a fleet of cars parked in a convenient location.

Certificate of insurance means a summary of the benefits provided under the Group Policy issued to BMO.

Common carrier means a passenger plane, bus, taxi, car service, train, cruise ship or government-operated ferry system offering its transportation services to paying passengers at published rates and scheduled times.

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

Covered service(s) means a service or supply, specified herein, for which ***we*** provide benefits under this ***certificate of insurance***.

Credit card means the BMO CashBack World Elite Mastercard and any other payment device that BMO issues or provides to enable the ***cardholder*** to use the ***account***.

Departure date means the date on which ***you*** depart on ***your trip***.

Dependent child(ren) means an unmarried natural, adopted, or step child of a ***primary cardholder*** dependent on the ***primary cardholder*** or the ***primary cardholder's spouse*** for support who is:

a) twenty (20) years of age or under; or

b) twenty-five (25) years of age or under and a full-time student attending a recognized college or university; or

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

Emergency means a sudden and unforeseen ***medical condition,*** occurring during ***your trip***, which requires immediate ***treatment***. An emergency no longer exists when the evidence reviewed by the ***Operations Centre***, in consultation with ***your*** attending ***physician***, indicates that no further ***treatment*** is required at ***your*** destination or ***you*** are able to return to ***your*** province or territory of residence for further ***treatment***.

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

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

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

Good standing means ***your account*** privileges have not expired, been revoked, suspended or terminated and ***you*** are in full compliance with all the provisions of the ***cardholder agreement***.

Hospital means an institution that is licensed as an accredited hospital that is staffed and operated for the care and ***treatment*** of ***inpatients*** and ***outpatients***. ***Treatment*** must be supervised by ***physicians*** and there must be registered nurses on duty twenty-four (24) hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Immediate family member means a 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.

Incident date means the first date ***you*** exhibited ***signs or symptoms*** and/or sought ***treatment*** for a ***medical condition***, ***sickness*** or ***injury***.

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

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

Insured person means the ***primary cardholder***, the ***primary cardholder's spouse*** and their ***dependent child(ren)***. For Car Rental – Collision/Loss Damage Insurance, insured person also includes any ***authorized driver***.

Loss, with reference to loss of life, means death, including clinical death determined by the local governing medical authorities. Loss means, with reference to a hand or foot, complete and permanent severance through or above the wrist or ankle joint; with reference to arm or leg means complete and permanent severance through or above the elbow or knee joint; with reference to thumb and index finger means complete and permanent severance of the thumb and index finger of the same hand. With reference to hearing, loss means the permanent and irrecoverable total loss of hearing in both ears, as determined by a ***physician***; with reference to sight, loss means the permanent and irrecoverable loss of the entire sight, meaning that the remaining vision must be no better than 20/200 using a corrective aid or device as determined by a ***physician***; with reference to speech, loss means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a ***physician***.

Medical condition(s) means any disease, ***sickness*** or ***injury*** (including symptoms of undiagnosed conditions).

Medically necessary means the services or supplies provided by a ***hospital***, ***physician***, licensed dentist or other licensed provider that are required to identify or treat ***your sickness*** or ***injury*** and that the ***Operations Centre*** determines are:

a) consistent with the symptom or diagnosis and ***treatment*** of ***your*** condition, ***sickness***, ailment or ***injury***;

b) appropriate with regard to standards of good medical practice;

c) not solely for the convenience of ***you***, a ***physician*** or other licensed provider; and

d) the most appropriate supply or level of service that can be safely provided to ***you***.

When applied to the care of an ***inpatient***, it further means that ***your*** medical symptoms or condition require that the services cannot be safely provided to ***you*** as an ***outpatient***.

Minor ailment means a ***sickness*** or ***injury*** which ended more than thirty (30) days before ***your coverage period*** began and which did not require:

a) ***treatment*** for a period longer than fifteen (15) consecutive days; or

b) more than one (1) follow-up visit to a ***physician***; or

c) hospitalization, surgery, or referral to a specialist.

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

Operations Centre means the Operations Centre maintained by Allianz Global Assistance.

Outpatient means someone who receives a ***covered service*** while not an ***inpatient***.

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.

Personal property means tangible, moveable property purchased with the ***cardholder's credit card*** and intended for personal use.

Physician means a person, other than ***you,*** a member of ***your*** family or a travelling companion, licensed in the jurisdiction where the services are provided, to prescribe and administer medical ***treatment*** including, but not limited to, a physician's assistant and nurse practitioner.

Political risk means any type of event, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to nationalization; confiscation; expropriation (including selective discrimination and forced abandonment); deprivation; requisition; revolution; rebellion; insurrection; civil commotion assuming to proportion of or amounting to an uprising and military and usurped power.

Pre-existing medical condition(s) means a ***sickness***, ***injury*** or ***medical condition***, whether or not diagnosed by a ***physician***:

a) for which ***you*** exhibited ***signs or symptoms***; or

b) for which ***you*** required or received medical consultation; and

c) which existed before ***your coverage period*** began.

Primary cardholder means the person who applied for the ***credit card*** and in whose name BMO opened the ***account***.

Professional means ***you*** are considered professional by the governing body of the sport and are paid for ***your*** participation whether ***you*** win or lose.

Purchase price means the **full** cost of an item (including taxes) evidenced by a receipt and charged to the ***cardholder's credit card***.

Reasonable and customary charges means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

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 agency means a licensed automobile rental agency that rents vehicles and issues a ***rental car agreement***. Rental agencies include both automobile rental agencies as well as ***car sharing programs***.

Rental car means a land motor vehicle with four (4) wheels, that is designed for use mainly on public roads and which ***you*** have rented from a ***rental agency*** for ***your*** personal use for the period of time shown on the ***rental car agreement***. With regards to the Collision/Loss Damage benefit, a rental car may also include a ***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 ***rental 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/Loss Damage benefit, 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***.

Signs or symptoms means any evidence of disease experienced by ***you*** or recognized through observation.

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.

Stable means any ***medical condition*** or related condition, including any heart condition or any lung/respiratory condition for which:

a) there has been no new ***treatment***; and

b) there has been no change in ***treatment*** or change in ***treatment*** frequency or type; and

c) there have been no ***signs or symptoms*** or new diagnosis; and

d) there have been no test results showing deterioration; and

e) there has been no hospitalization; and

f) there has been no referral to a specialist (made or recommended) and ***you*** are not awaiting surgery or the results of investigations performed by any medical professional.

The following are also considered stable:

a) Routine (not prescribed by a ***physician***) adjustment of insulin or Coumadin (Warfarin) provided the medication was not first prescribed during the one hundred and eighty (180) days before ***your coverage period*** began.

b) Change from a brand name medication to a generic medication provided the medication was not first prescribed during the one hundred and eighty (180) days before ***your coverage period*** began and there is no increase or decrease in dosage.

Terrorist event means an act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of ***your*** country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, ***political risk***, or acts of war.

Ticket is defined in the applicable coverage sections of this ***certificate of insurance*** under "Introduction".

Travel supplier means a tour operator, travel wholesaler, airline, cruise line, provider of ground transportation or provider of commercial ***accommodation*** to ***you*** that is contracted to provide travel services to ***you*** and that is licensed, registered or otherwise legally authorized to operate and provide travel services.

Treatment means a procedure prescribed, performed or recommended by a ***physician*** for a ***medical condition***. This includes but is not limited to prescribed medication, investigative testing and surgery.

Trip is defined in the applicable coverage sections of this ***certificate of insurance*** under "Introduction".

We, ***our***, ***us*** means CUMIS General Insurance Company, a member of The Co-operators group of companies and/or Allianz Global Assistance.

You, ***your*** means the ***insured person***.

1. Out-of-province/country emergency medical insurance

1.1 Introduction

Out-of-Province/Country Emergency Medical Insurance covers ***you*** for the ***reasonable and customary charges*** arising from sudden and unforeseeable circumstances while ***you*** are on a ***trip***.

Trip means a period during which ***you*** are travelling outside of ***your*** province or territory of residence and for which coverage is in effect.

1.2 What to do in the event of a medical emergency

In the event of a medical ***emergency***, ***you*** must contact the ***Operations Centre:***

- From Canada and the United States call: 1 877 704-0341
- From elsewhere call collect: 519 741-0782

You or someone on ***your*** behalf must notify the ***Operations Centre*** within twenty-four (24) hours of the ***incident date*** or as soon as reasonably possible if you are admitted to a ***hospital***. When ***you*** contact the ***Operations Centre*** at the time of ***your emergency***, the ***Operations Centre*** can direct ***you*** to a ***hospital*** or ***physician*** in ***your*** travel area. Where possible, the ***Operations Centre*** will arrange to pay the provider directly for approved eligible expenses. If ***you*** do not notify the ***Operations Centre*** at an early stage in ***your*** claim, ***you*** may receive inappropriate or unnecessary medical ***treatment***, which may not be covered by this insurance.

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

IMPORTANT NOTICE - PLEASE READ CAREFULLY

This *certificate of insurance* 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.

- It is important that ***you*** read and understand this ***certificate of insurance*** as ***your*** coverage is subject to limitations and exclusions.
- This ***certificate of insurance*** is designed to cover losses arising from sudden and unforeseeable circumstances only.
- Coverage under this ***certificate of insurance*** is secondary, in that it covers expenses in excess of those payable by any other insurance plan or other source of reimbursement.
- This insurance may not cover claims related to ***pre-existing medical conditions***.
- In the event of a claim ***your*** prior medical history may be reviewed.
- No person is eligible for coverage under more than one (1) ***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 (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This ***certificate of insurance*** replaces any certificate or policy previously issued to the ***primary cardholder*** with respect to the Policy.
- Neither the ***Operations Centre***, nor BMO are responsible for the availability, quality or results of any medical ***treatment*** or transportation, or the failure of an ***insured person*** to obtain medical ***treatment***.

1.3 Coverage eligibility

To be eligible for the Out-of-Province/Country Emergency Medical Insurance:

a) ***you*** must be a resident of Canada; and

b) ***you*** must be age sixty-four (64) or under on ***your departure date***; and

c) ***you*** must be covered by a Canadian Government Health Insurance Plan (***GHIP***) during the entire ***trip***; and

d) the ***account*** must be in ***good standing***.

Note: The *trip* does not need to be charged to the *cardholder's credit card* to be eligible for the *emergency* medical benefits provided that the *account* is in *good standing*.

1.4 Coverage period

Coverage **begins** when ***you*** leave ***your*** province or territory of residence. ***You*** will be covered for the first eight (8) consecutive days of ***your trip***, including ***your departure date***.

Coverage **ends** on the earliest of:

a) the date ***you*** have been absent from ***your*** province or territory of residence for more than eight (8) consecutive days, including ***your departure date***; or

b) the date ***you*** return to ***your*** province or territory of residence; or

c) the date the ***account*** is cancelled or no longer in ***good standing***; or

d) the date the Policy is cancelled by ***us*** or by BMO.

1.4.1 Optional extension of coverage

Your coverage period can be extended provided no event has occurred that would give rise to a claim under this insurance and provided ***you*** request an extension by phone prior to the end of ***your*** eighth (8th) day of travel.

Your total ***trip*** length including extensions cannot exceed the maximum number of days for which ***you*** are covered under ***your GHIP*** (one hundred and eighty-three (183) days or more depending on ***your*** province or territory of residence). The maximum ***trip*** length, including extensions, is three hundred sixty-five (365) days from ***your departure date***.

To arrange for an extension, call the ***Operations Centre*** toll-free at 1 877 704-0341 while in Canada or the United States, or if elsewhere, call collect at 519 741-0782. Premium payment for coverage extensions must be charged to the ***cardholder's credit card***.

When making a claim hereunder, evidence of ***your departure date*** from, and ***your*** scheduled and actual return dates to, ***your*** province or territory of residence will be required.

1.4.2 Automatic extension of coverage

a) **Hospitalization:** When ***you*** are in a ***hospital*** due to an ***emergency*** on ***your*** scheduled return date, ***your*** coverage will be automatically extended for as long as ***you*** are in ***hospital*** plus a further period of up to three (3) days following ***your*** discharge from the ***hospital***.

b) **Emergency Delay**: The ***coverage period*** is automatically extended up to three (3) days if ***you*** must delay ***your*** scheduled return due to the ***emergency*** of another ***insured person***.

c) **Transportation Delay:** The ***coverage period*** is automatically extended up to three (3) days when ***your common carrier*** is delayed, or the automobile in which ***you*** are travelling is involved in an accident or mechanical breakdown, preventing ***you*** from returning on ***your*** scheduled return date.

1.5 Coverage benefits

Subject to the limitations and exclusions described in section 1.6, this Out-of-Province/Country Emergency Medical Insurance covers ***reasonable and customary charges*** incurred by ***you*** to a maximum of $5,000,000 (unless stated otherwise for a specific benefit) for the following ***covered services*** arising from an ***emergency*** that occurs during the ***coverage period***.

1.5.1 Emergency hospital, ambulance and medical expenses

- ***Hospital*** room and board charges, up to semi-private or the equivalent. If ***medically necessary***, expenses for ***treatment*** in an intensive or coronary care unit are covered;
- ***Treatment*** by a ***physician***;
- X-rays and other diagnostic tests;
- Use of an operating room, anesthesia and surgical dressings;
- The cost of a licensed ambulance service;
- Emergency room charges;
- Prescription drugs and medication, limited to a thirty (30) day supply;
- The cost for rental or purchase of minor medical appliances such as wheelchairs and crutches.

1.5.2 Private duty nursing expenses

Benefits are payable to a maximum of $5,000 per ***insured person*** for the professional services of a registered nurse (not related to ***you*** by blood or marriage) while hospitalized, provided these services are ***medically necessary*** and prescribed by the attending ***physician***.

1.5.3 Emergency Air Transportation or Evacuation

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

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

1.5.4 Other professional services

Where the professional services of a physiotherapist, chiropractor, osteopath, chiropodist or podiatrist are ***medically necessary***, coverage will be provided to a maximum of $150 per ***insured person*** per profession.

1.5.5 Emergency dental care expenses

This insurance covers the cost to repair or replace natural teeth or permanently attached artificial teeth that are damaged as the result of an ***injury*** to the mouth, to a maximum of $2,000 per ***insured person***. Chewing accidents are not covered. To be eligible for coverage, dental treatment must take place during ***your trip***. Treatment for the ***emergency*** relief of dental pain is covered to a maximum of $150 per ***insured person***.

1.5.6 Transportation to the bedside

This insurance covers one (1) round-trip economy airfare by the most direct and cost-effective route from Canada, plus ***accommodation*** and meals up to $200 per day to a maximum of ten (10) days, for any one (1) ***immediate family member*** or close friend to:

a) be with ***you*** if ***you*** have been admitted to a ***hospital*** as an ***inpatient***. ***You*** must be expected to be an ***inpatient*** for at least seven (7) days outside ***your*** province or territory of residence and have verification from the attending ***physician*** that the situation is serious enough to require the visit; or

b) in the case of ***your*** death to identify ***your*** remains prior to release of ***your*** body, where necessary.

1.5.7 Return of deceased

In the event of ***your*** death while on a ***trip***, this insurance covers up to $3,000 for the preparation and transportation of ***your*** remains, including ***your*** ashes in the case of cremation, to ***your*** province or territory of residence. The cost of a burial coffin or urn is not covered.

1.5.8 Meals and accommodation

If ***your*** return to Canada is delayed due to an ***emergency***, this insurance covers the cost for meals and ***accommodation*** expenses incurred after ***your*** planned return date up to $200 per day to a maximum of ten (10) days per ***trip,*** for all ***insured persons*** combined.

1.5.9 Return of vehicle

You will be reimbursed up to a maximum of $1,000 for the cost of a commercial agency to return the owned or rented vehicle used for ***your trip*** if:

a) as the result of a ***sickness***, ***injury*** or death, neither ***you*** nor anyone travelling with ***you*** is able to operate the vehicle; or

b) the vehicle becomes inoperable due to an accident.

Benefits will only be payable when the return of the vehicle is pre-approved and/or arranged by the ***Operations Centre*** and the vehicle is returned to ***your*** residence or the nearest appropriate rental agency within thirty (30) days of ***your*** return to Canada.

1.6 Limitations and exclusions

1.6.1 Limitations

The following conditions may limit ***your*** entitlement to benefits under this ***certificate of insurance***:

a) **Failure to Notify the Operations Centre**. Receiving ***emergency treatment*** without notifying the ***Operations Centre*** or proceeding with investigation, ***treatment*** or surgery without ***our*** pre-approval, and which ***we*** do not consider ***emergency treatment,*** may limit the benefits payable to ***you***. ***You*** or someone on ***your*** behalf must notify the ***Operations Centre*** within twenty-four (24) hours of the ***incident date*** or as soon as reasonably possible before seeking ***treatment,*** so that the ***Operations Centre*** may confirm coverage and provide pre-approval for ***treatment***.

b) **Transfer or Medical Repatriation.** If the medical advisors of the ***Operations Centre,*** in consultation with ***your*** attending ***physician***, determine that ***you*** should transfer to another facility for ***emergency treatment***, or return to ***your*** province or territory of residence, and ***you*** choose not to, benefits will not be paid for any further medical ***treatment***. ***Your*** refusal to be transferred, or to return to

your province or territory of residence, will release ***us*** of any liability for expenses incurred after the proposed transfer date.

c) **Pre-approval for Ongoing Treatment.** After ***your*** medical ***emergency treatment*** has started, the ***Operations Centre*** must assess and pre-approve additional medical ***treatment***. If ***you*** undergo tests as part of a medical investigation, ***treatment*** or surgery, obtain ***treatment*** or undergo surgery that is not pre-approved, ***your*** claim may not be paid. This includes invasive testing or surgery, including but not limited to angioplasty and/or cardiac surgery, MRI (Magnetic Resonance Imaging), CAT (Computer Axial Tomography) scans, sonograms, ultrasounds and biopsies, and any associated diagnostic charges, being performed except in extreme circumstances where surgery is performed on an ***emergency*** basis.

1.6.2 Pre-existing medical conditions exclusion

This insurance will not pay for expenses incurred during the *coverage period* related to:

a) ***your medical condition*** or related condition, other than a ***minor ailment***, that was not ***stable*** at any time during the one hundred and eighty (180) days immediately before ***your coverage period*** began; or

b) any heart condition if ***you*** have used nitroglycerine in any form for a heart condition during the one hundred and eighty (180) days immediately before ***your coverage period*** began; or

c) any lung/respiratory condition if ***you*** have an active prescription for or used home oxygen or prednisone for a lung/respiratory condition during the one hundred and eighty (180) days before ***your coverage period*** began.

1.6.3 General exclusions

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

a) **Non-Emergency Services** - Non-emergency, experimental or elective ***treatment*** (e.g. cosmetic ***treatment***, regular care of a chronic ***medical condition*** or any ***treatment*** or surgery that is not required for relief of acute pain or suffering).

b) **Recurrence or Continued Treatment** - The continued ***treatment***, ***recurrence*** or complication of a ***medical condition*** following ***emergency treatment*** during ***your trip***, if the medical advisors of the ***Operations Centre***, in consultation with ***your*** attending ***physician***, determine that ***your emergency*** ended or that ***you*** are able to return to Canada and ***you*** choose not to return.

c) **Travelling for Treatment** - Any ***treatment*** or surgery if a ***trip*** is made for the purpose of obtaining a diagnosis, ***treatment***, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly related complication whether or not such ***trip*** is on the advice of a ***physician***.

d) **Travelling Against Medical Advice** - Any ***trip*** commenced or continued after a ***physician*** advised ***you*** not to travel.

e) **Failure to Follow Medical Advice** - A ***medical condition*** for which ***you*** delayed or refused further ***treatment*** or investigation, which was recommended by ***your physician*** before ***your departure date***.

f) **Non-compliance with Prescribed Treatment** - Any ***medical condition*** that is the result of ***you*** not following ***treatment*** as prescribed to ***you***, including prescribed medication.

g) **Mental, Nervous, Emotional Disorders** - Mental, nervous or emotional disorders that do not require immediate hospitalization.

h) **Self-injury and Suicide** - Intentional self-injury, suicide or attempted suicide.

i) **Abuse of Alcohol, Drugs or Intoxicants**

   i. Any ***medical condition***, including symptoms of withdrawal, arising from, or in any way related to, ***your*** abuse or chronic use of alcohol, drugs or other intoxicants whether prior to or during ***your trip***.

   ii. Any ***medical condition*** arising during ***your trip*** from, or in any way related to, the abuse of alcohol (where the concentration of alcohol in ***your*** blood exceeds eighty (80) milligrams of alcohol in one hundred (100) millilitres of blood, or exceeds the legal limit in the jurisdiction in which ***you*** were travelling, whichever is less), drugs or other intoxicants.

j) **Complications of Pregnancy or Delivery** - Pregnancy, routine pre-natal care, miscarriage, childbirth or complications of any of these conditions occurring within nine (9) weeks of the expected date of birth.

k) **Child Born During Trip** - A child born during a ***trip***, even if born outside of the nine (9) weeks before or after the expected delivery date, shall not be regarded as an ***insured person*** and shall not have coverage under this ***certificate of insurance*** for the entire duration of the ***trip*** in which the child is born.

l) **Illegal Act** - ***Your*** involvement in the commission or attempted commission of a criminal offence or illegal act.

m) **War, Terrorist Event, Political Risk, etc.** - War (declared or undeclared) or acts of war; ***terrorist events***; ***political risk*** or any participation in the armed forces.

n) **Nuclear Reaction, Contamination, etc.** - Nuclear reaction or radiation; radioactive, biological or chemical contamination; seepage; pollution or contamination.

o) **Sports and High-Risk Activities** - Participation in ***professional*** sports; any speed contest involving the use of a motor vehicle on land, water or air including training activities, whether on approved tracks or elsewhere; full contact bodily sports; SCUBA diving, unless ***you*** hold a basic SCUBA designation from a certified school or other licensing body; hang-gliding; para-gliding; skydiving; parachuting; bungee jumping; parasailing; spelunking; mountaineering; rock climbing; heli-skiing; freestyle skiing; kite surfing; skiing outside of marked trails; or air travel other than as a ticketed passenger.

p) **Travel Advisory** - ***Your*** travel to a country, region or city with a published formal ***travel advisory*** issued by the Canadian government, before ***your departure date***, advising travellers to avoid all travel, or to avoid non-essential travel, and ***you*** have an ***emergency*** or ***medical condition*** related to the reason for the travel warning, ***your*** claim will not be paid. This includes written warnings to avoid non-essential travel, or to avoid all travel, on a ***common carrier***. To view the advisories, visit the Government of Canada Travel site. Please be advised that events in such locations could restrict ***our*** ability to assist ***you***.

q) **Sanctions** - ***Your*** travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

r) **Other** – Organ harvesting surgery; prescription refills.

1.7 Claim Filing Procedures

You or someone on ***your*** behalf must notify the ***Operations Centre*** immediately after any ***emergency***. Upon receipt of such notice, the ***Operations Centre*** will provide ***you*** with the appropriate claim forms.

SEND YOUR CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Operations Centre
c/o Allianz Global Assistance, Claims Department
P. O. Box 277
Waterloo, Ontario, Canada N2J 4A4
Toll-free Canada/U.S.A.: 1 877 704-0341
Collect worldwide: 519 741-0782

As a condition to the payment of benefits under this insurance, the ***Operations Centre*** will need certain information from ***you*** if ***you*** need to file a claim. This includes, and is not limited to, the following:

- A fully completed claim form signed by ***you***.
- Proof of ***your departure date, your*** scheduled and actual return dates.
- Proof of ***incident date.***
- Cause or nature of the ***sickness*** or ***injury***.
- Original receipts, invoices and itemized bills for all expenses.
- Copy of ***your*** provincial or territorial ***GHIP*** health card number.
- The provision of an authorization allowing the ***Operations Centre*** to secure medical records.
- The provision of any forms or authorizations required by the ***Operations Centre*** to pursue reimbursement from ***your GHIP***, any other insurance and/or any third parties.
- Any other documentation that may be required to process ***your*** claim.

1.8 Specific conditions

In addition to the specific conditions below, Out-of-Province/Country Emergency Medical Insurance is subject to the General Conditions and General Provisions found in sections 8 and 9.

1. The Out-of-Province/Country Emergency Medical Insurance provided herein is supplemental in that it pays for covered expenses in excess of ***your GHIP*** and any other insurance plan or source of reimbursement. Benefits payable under any other insurance plan under which ***you*** may have coverage will be coordinated in accordance with the current guidelines issued by the Canadian Life and Health Insurance Association. Payment under the insurance and any other plan shall not exceed 100% of the eligible charges incurred. This insurance also allows ***us***/the ***Operations Centre*** to receive in ***your*** name, and endorse and negotiate on ***your*** behalf, these eligible payments. When ***GHIP*** and other insurance payments have been made, this releases ***us*** and the other insurers from any further liability in respect of that eligible claim.
2. ***You*** agree to cooperate fully with ***us,*** and as a condition to the payment of benefits, the ***Operations Centre*** reserves the right to obtain all pertinent records or information from any ***physician***, dentist, practitioner, ***hospital***, clinic, insurer, individual or institution to assess the validity of a claim submitted by or on behalf of any ***insured person***. Failure to provide the requested documentation to substantiate ***your*** claim under this ***certificate of insurance*** will invalidate ***your*** claim.
3. **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 ***our*** cost, if not prohibited by law.

2. Car rental – collision/loss damage insurance

2.1 Introduction

Car Rental – Collision/Loss Damage Insurance provides coverage for damage or theft of a ***rental car***, as well as valid ***rental agency*** towing charges and charges for loss-of-use, when a covered loss occurs during the period of the ***rental car agreement***. The total rental period must not exceed forty-eight (48) consecutive days.

2.2 What to do if your rental car sustains any damage, loss or theft

If ***your rental car*** sustains any damage, loss or theft, ***you*** must contact the ***Operations Centre*** immediately after any loss or occurrence.

- From Canada and the United States call: 1 877 704-0341
- From elsewhere call collect: 519 741-0782

IMPORTANT NOTICE - PLEASE READ CAREFULLY

This *certificate of insurance* 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.

- It is important that ***you*** read and understand this ***certificate of insurance*** as ***your*** coverage is subject to limitations and exclusions.
- This ***certificate of insurance*** is designed to cover losses arising from sudden and unforeseeable circumstances only.
- Coverage under this ***certificate of insurance*** is secondary, in that it covers expenses in excess of those payable by any other insurance plan or other source of reimbursement.
- This coverage does not provide any form of third-party automobile, property damage or personal injury liability insurance. It is ***your*** responsibility to ensure ***you*** have adequate third-party insurance, either through ***your*** own automobile insurance policy, or by accepting the insurance offered through the ***rental agency***.
- No person is eligible for coverage under more than one (1) ***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 (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This ***certificate of insurance*** replaces any certificate or policy previously issued to the ***primary cardholder*** with respect to the Policy.

2.3 Coverage eligibility

You are eligible for the Car Rental – Collision/Loss Damage Insurance when ***you*** enter into a non-renewable ***rental car agreement*** for a ***rental car***, where the total rental period does not exceed forty-eight (48) days, subject to limitations and exclusions and the following requirements:

a) ***you*** are a resident of Canada;

b) the ***rental car*** must be rented by the ***cardholder***; and

c) the ***rental car*** must be rented from a commercial car ***rental agency***; and

d) the **full** cost, including applicable taxes and/or fees of the ***rental car*** must be charged to the ***cardholder's credit card***. An eligible ***rental car*** included in a pre-paid travel package is covered if the **full** cost of the travel package was charged to the ***account***; and

e) ***you*** must not rent more than one (1) vehicle at a time during a rental period; and

f) ***you*** must decline the Collision Damage Waiver (CDW) benefits (or similar provisions, such as "loss damage waiver") offered by the ***rental agency*** (when not prohibited by law). If there is no space on the ***rental car agreement*** to decline coverage, ***you*** must write on the contract "I decline the CDW provided by the ***rental agency***."; and

g) the ***rental car*** must have been operated by:

   i. the ***insured person*** 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; or

   ii. any ***authorized driver*** who has been given permission by the ***primary cardholder*** to operate the ***rental car***, provided the additional person is listed on the ***rental car agreement***. All drivers must qualify under and follow the terms of the ***rental car agreement*** and they must be legally licensed and permitted to operate the ***rental car*** under the laws of the jurisdiction in which the ***rental car*** will be operated; and

h) the ***account*** must be in ***good standing***.

2.4 Coverage period

Coverage **begins** as soon as the ***insured person*** 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. If the rental period exceeds forty-eight (48) consecutive days, coverage under this ***certificate of insurance*** will be void. In order to break the consecutive day cycle, a full calendar day must exist between rental periods.

Coverage **ends** at the earliest of:

a) the time when the ***rental agency*** assumes control of the ***rental car***, whether it be at its place of business or elsewhere. ***Rental car*** keys left in a locked drop box does not constitute that the ***rental agency*** has assumed control of the ***rental car***; or

b) the end of the chosen rental period; or

c) the date the ***account*** is cancelled or no longer in ***good standing***; or

d) the date the Policy is cancelled by ***us*** or by BMO.

2.5 Coverage benefits

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

a) damage to the ***rental car***; and

b) theft of the ***rental car*** or any of its respective parts or accessories; and

c) ***rental agency*** charges for valid loss-of-use, while the ***rental car*** is being repaired; and

d) ***reasonable and customary charges*** for towing the ***rental car*** to the nearest available facility.

Note: This coverage does not provide any form of third-party automobile, property damage or personal injury liability insurance. It is *your* responsibility to have adequate third-party insurance, either through *your* 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 lesser of, 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.

2.6 Limitations and exclusions

2.6.1 Limitations

The following conditions may limit ***your*** entitlement to benefits under this ***certificate of insurance***:

a) **MSRP over $65,000:** There is no coverage for any vehicle with a Manufacturer's Suggested Retail Price (MSRP) in its model year, over $65,000.

b) **Additional Rental Fees:** 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.

c) **Rental Period in Excess of Forty-eight (48) Days:** 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) consecutive days by renewing or taking out a new ***rental car agreement*** with the same or another ***rental agency*** for the same vehicle or other vehicles.

d) This coverage will not pay for the cost of any insurance offered by or purchased through the car ***rental agency***, even if such cost is mandatory or included in the price of the vehicle rental.

2.6.2 Exclusions

We will not pay any of the ***rental car*** benefits if a claim is directly or indirectly a result of one (1) or more of the following:

a) **Excluded Vehicles:** Vehicles which belong to the following categories are not covered:

   i. vans (except as defined below);
   ii. trucks (including pick-ups) or any vehicle that can be spontaneously reconfigured into a pick-up truck;
   iii. campers or trailers;
   iv. vehicles towing or propelling trailers or any other object;
   v. 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);
   vi. motorcycles, mopeds or motorbikes;
   vii. expensive or exotic vehicles with an MSRP, in their model year, greater than $65,000;
   viii. antique vehicles which are over twenty (20) years old or when their models have not been manufactured for ten (10) years or more;
   ix. recreational vehicles or vehicles not licensed for road use; and
   x. leased vehicles, with buyback guarantee.
   xi. limousines, 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.

Note: Vans are not excluded provided that they:

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

b) **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.

c) **Loss of Vehicle Entry Device** – Loss, damage or misplacement of vehicle entry devices.

d) **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.

e) **Violation of Rental Car Agreement** – Operation of the ***rental car*** in violation of the terms of the ***rental car agreement***.

f) **Intentional Acts** – Damage due to intentional acts.

g) **Off-road Operation** – Damage caused to the ***rental car*** by use off of publicly maintained roads.

h) **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.

i) **Self-injury and Suicide** – Suicide, attempted suicide or self-inflicted injury.

j) **Abuse of Alcohol, Drugs or Intoxicants** - The abuse of alcohol (where the concentration of alcohol in ***your*** blood exceeds eighty (80) milligrams of alcohol in one hundred (100) millilitres of blood, or exceeds the legal limit in the jurisdiction where the vehicle is being operated, whichever is less), drugs or other intoxicants.

k) **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.

l) **Illegal Trade** – Transporting contraband or illegal trade.

m) **Criminal Offence** – Committing or attempting to commit a criminal offence or dishonest or fraudulent acts or committing or provoking an assault.

n) **War, Terrorist Event, Political Risk, etc. -** War (declared or undeclared) or acts of war; ***terrorist events***; ***political risk*** or any service in the armed forces.

o) **Nuclear Reaction, Contamination, etc**. - Nuclear reaction; radiation; radioactive, biological or chemical contamination; seepage; pollution or contamination.

p) **Liability** – Liability other than for loss of, or damage to, the ***rental car***.

q) **Personal Injury** – ***Your*** personal ***injury***.

r) **Expenses** – Expenses assumed waived or paid by the commercial car ***rental agency*** or its insurers or payable under any other insurance.

s) **Confiscation** – Confiscation by order of any government or public authority.

t) **Seizure or Destruction** – Seizure or destruction under a quarantine or customs regulation.

u) **Travel Advisory** – ***You*** travel to a country, region or city with a published formal ***travel advisory*** issued by the Canadian government, before ***your departure date***, advising travellers to avoid all travel, or to avoid non-essential travel and ***your rental car*** claim is in any way related to the reason for the ***travel advisory***.

v) **Sanctions** – ***Your*** travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

2.7 Claim filing procedures

You must notify the ***Operations Centre*** immediately after any loss or occurrence. Upon receipt of such notice, the ***Operations Centre*** will provide ***you*** with the appropriate claim forms.

SEND YOUR CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Operations Centre
c/o Allianz Global Assistance, Claims Department
P. O. Box 277
Waterloo, Ontario, Canada N2J 4A4
Toll-free Canada/U.S.A.: 1 877 704-0341
Collect worldwide: 519 741-0782

As a condition to the payment of benefits under this insurance, the ***Operations Centre*** will need certain information from ***you*** if ***you*** need to file a claim. This includes, and is not limited to, the following:

- A fully completed claim form signed by ***you***.
- A copy of the original police report when the resulting loss from damage or theft was over $500.
- A copy of the driver's license of the ***insured 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***.
- The front and back pages of the opened and closed-out original ***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 ***primary cardholder's*** monthly billing statement and/or receipt reflecting that the cost of the ***rental car*** was paid in **full** using the ***cardholder's credit card***. This charge must appear on ***your*** statement within ninety (90) days of the incident.

- An itemized statement of repairs for the rental vehicle (unless ***our*** representative has seen the car).
- Photo of the damaged vehicle.
- 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.
- Any other documentation that may be required to process ***your*** claim.

2.8 Specific conditions

In addition to the specific conditions below, Car Rental – Collision/Loss Damage Insurance is subject to the General Conditions and General Provisions found in sections 8 and 9.

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. ***You*** agree to cooperate fully with ***us***, and as a condition to the payment of benefits, the ***Operations Centre*** reserves the right to obtain all pertinent records or information from ***you***. Failure to provide the requested documentation to substantiate ***your*** claim under this ***certificate of insurance*** will invalidate ***your*** claim.

3. Common carrier insurance

3.1 Introduction

Common Carrier Insurance provides coverage in the event of ***your*** accidental death or dismemberment resulting from an ***accidental bodily injury*** sustained while ***you*** are a passenger on, or while ***you*** are entering or exiting, any licensed ***common carrier*** provided that the **full** cost of ***your ticket*** is charged to the ***cardholder's credit card***.

Ticket means evidence of **full** fare, including any applicable taxes and/or fees, paid for travel on a ***common carrier***, which has been completely charged to the ***account***.

3.2 What to do if you experience a loss

In the event of a ***loss***, ***you*** must contact the ***Operations Centre:***

- From Canada and the United States call: 1 877 704-0341
- From elsewhere call collect: 519 741-0782

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- It is important that ***you*** read and understand this ***certificate of insurance*** as ***your*** coverage is subject to limitations and exclusions.
- This ***certificate of insurance*** is designed to cover losses arising from sudden and unforeseeable circumstances only.
- No person is eligible for coverage under more than one (1) ***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 (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This ***certificate of insurance*** replaces any certificate or policy previously issued to the ***primary cardholder*** with respect to the Policy.

3.3 Coverage eligibility

To be eligible for Common Carrier Insurance:

a) ***you*** must be a resident of Canada;

b) ***you*** must pay the **full** cost of ***your ticket***, including any applicable taxes and/or fees, with the ***cardholder's credit card***; and

c) the ***account*** must be in ***good standing.***

3.4 Coverage period

If the **full** cost of the ***ticket*** has been charged to the ***cardholder's credit card*** **prior to departure** for the airport, terminal, port or station, coverage is provided:

a) for ***common carrier*** travel (not including courtesy transportation provided without a specific charge), directly to the airport, terminal, port or station, immediately preceding the scheduled departure of the ***common carrier***;

b) while at the airport, terminal, port or station; and

c) for ***common carrier*** travel (not including courtesy transportation provided without a specific charge) immediately following the scheduled arrival of the ***common carrier*** at the airport, terminal, port or station.

Note: If the full cost of *your ticket* has not been charged to the *cardholder's credit card* prior to departure for the airport, terminal, port or station, coverage begins at the time the full cost of *your ticket* is charged to the *cardholder's credit card*.

3.5 Coverage benefits

The following ***benefit amounts*** are payable for ***your loss*** resulting from an ***accidental bodily injury*** that occurs while ***you*** are a passenger on, or while ***you*** are entering or exiting, any licensed ***common carrier.*** The ***loss*** must occur within one (1) year from the date of the accident:

Loss	Benefit Amount
Loss of Life	$500,000
Loss of Both Hands and/or Both Feet	$500,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	$500,000
Loss of Entire Sight of Both Eyes	$500,000
Loss of One Hand and One Foot	$500,000
Loss of Speech and Hearing	$500,000
Loss of One Hand or One Foot	$250,000
Loss of Entire Sight of One Eye	$250,000
Loss of Speech or Hearing	$250,000
Loss of Thumb and Index Finger on the Same Hand	$125,000

We will pay the single largest applicable ***benefit amount***. In no event will duplicate request forms or multiple credit cards obligate ***us*** to pay any amount in excess of the stated ***benefit amount*** for any one ***loss*** sustained by any one ***insured person*** as the result of any one accident.

If more than one ***insured person*** suffers a ***loss*** in the same accident, ***our*** total liability for all such ***losses*** will be limited to a maximum limit of insurance equal to $1,500,000. The total amount payable with respect to the covered ***insured persons*** suffering a ***loss*** will be proportionately divided among the covered ***insured persons*** suffering a ***loss***, based on each applicable ***benefit amount***.

3.6 Exposure and disappearance

If by reason of an accident covered under this ***certificate of insurance*** an ***insured person*** is unavoidably exposed to the elements and as a result of such exposure suffers a ***loss*** for which indemnity is otherwise payable hereunder, such ***loss*** will be covered hereunder. If the body of an ***insured person*** has not been found within twelve (12) months after the date of disappearance as the result of the sinking or wrecking of a ***common carrier*** 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***.

3.7 Beneficiary

Any loss of life benefit payable under this ***certificate of insurance*** will be paid to ***your*** estate, unless a beneficiary designation has been filed with Allianz Global Assistance. All other benefits are payable to ***you***. If you wish to designate a specific beneficiary, please contact the ***Operations Centre*** at 1 877 704-0341 or 519 741-0782.

3.8 Limitations and exclusions

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

a) **Sickness** - Sickness, illness, bodily or mental infirmity or disease of any kind.

b) **Treatment** - Medical or surgical treatment or complications arising therefrom, except when required as a direct result of an ***accidental bodily injury***.

c) **Intentional Act** - Suicide, attempted suicide or self-inflicted injury.

d) **Illegal Act** - ***Your*** involvement in the commission or attempted commission of a criminal offence or illegal act.

e) **Abuse of Drugs or Intoxicants** - 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.

f) **War, Terrorist Event, Political Risk, etc. -** War (declared or undeclared) or acts of war; ***terrorist events***; ***political risk*** or any service in the armed forces.

g) **Nuclear Reaction, Contamination, etc**. - Exposure to nuclear reaction or radiation; radioactive, biological or chemical contamination.

h) **Operating or Learning to Operate an Aircraft** - ***Your*** operating, learning to operate or serving as a member of the crew of any aircraft.

i) **Sanctions** - ***Your*** travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

3.9 Claim filing procedures

You must contact the ***Operations Centre*** as soon as reasonably possible to report a claim. Upon receipt of such notice, the ***Operations Centre*** will provide ***you*** with the appropriate claim forms.

SEND YOUR CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Operations Centre
c/o Allianz Global Assistance, Claims Department
P. O. Box 277
Waterloo, Ontario, Canada N2J 4A4
Toll-free Canada/U.S.A.: 1 877 704-0341

Collect worldwide: 519 741-0782

As a condition to the payment of benefits under this insurance, the ***Operations Centre*** will need certain information from ***you*** if ***you*** need to file a claim. This includes, and is not limited to, the following:

- A fully completed claim form signed by ***you***.
- A copy of the ***primary cardholder's*** monthly billing statement and/or receipt reflecting that the cost of the ***common carrier ticket*** was paid in **full** using the ***cardholder's credit card***. This charge must appear on ***your*** statement within ninety (90) days of the incident.
- A certified copy of the death certificate, if applicable.
- A certified copy of all documents supporting the claimant's authority (e.g. Letters Testamentary, Letters of Administration, Guardianship papers, etc.), if applicable.
- Copies of all police reports, newspaper articles, etc., describing the accident.
- Any other documentation that may be required to process ***your*** claim.

3.10 Specific conditions

In addition to the specific conditions below, Common Carrier Insurance is subject to the General Conditions and General Provisions found in sections 8 and 9.

1. **Due Diligence:** ***You*** shall use diligence and do all things reasonable to avoid or diminish any ***loss*** or ***accidental bodily injury***.
2. ***You*** agree to cooperate fully with ***us***, and as a condition to the payment of benefits, the ***Operations Centre*** reserves the right to obtain all pertinent records or information from any ***physician***, dentist, practitioner, ***hospital***, clinic, insurer, individual or institution to assess the validity of a claim submitted by or on behalf of any ***insured person***. Failure to provide the requested documentation to substantiate ***your*** claim under this ***certificate of insurance*** will invalidate ***your*** claim.

3. **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 ***our*** cost, if not prohibited by law.

4. Flight delay insurance

4.1 Introduction

Flight Delay Insurance provides coverage for reasonable additional ***accommodation*** and travelling expenses in the event of a delay of more than four (4) hours in the arrival or departure of ***your*** regularly scheduled flight on a commercial airline.

Ticket means evidence of **full** fare, including any applicable taxes and/or fees, paid for travel on a commercial airline, which has been completely charged to the ***account***.

Trip means a period during which ***you*** are travelling outside of ***your*** province or territory of residence and for which the **full** cost of ***your ticket*** has been charged to the ***cardholder's credit card***.

4.2 What to do if your flight is delayed

If ***your*** flight is delayed ***you*** must contact the ***Operations Centre*** immediately after learning of any delay.

- From Canada and the United States call: 1 877 704-0341
- From elsewhere call collect: 519 741-0782

IMPORTANT NOTICE - PLEASE READ CAREFULLY

This *certificate of insurance* 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.

- It is important that ***you*** read and understand this ***certificate of insurance*** as ***your*** coverage is subject to limitations and exclusions.
- This ***certificate of insurance*** is designed to cover losses arising from sudden and unforeseeable circumstances only.
- Coverage under this ***certificate of insurance*** is secondary, in that it covers expenses in excess of those payable by any other insurance plan or other source of reimbursement.
- No person is eligible for coverage under more than one (1) ***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 (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This ***certificate of insurance*** replaces any certificate or policy previously issued to the ***primary cardholder*** with respect to the Policy.

4.3 Coverage eligibility

To be eligible for the Flight Delay Insurance:

a) ***you*** must be a resident of Canada;

b) ***you*** must pay the **full** cost of ***your ticket***, including any applicable taxes and/or fees, with the ***cardholder's credit card***; and

c) the ***account*** must be in ***good standing***.

4.4 Coverage period

Coverage **begins** at the time of ***your*** departure on ***your trip***.

Coverage **ends** on the earliest of:

a) the time ***you*** return to ***your*** original departure point; or

b) the date the ***account*** is cancelled or no longer in ***good standing***; or

c) the date the Policy is cancelled by ***us*** or by BMO.

4.5 Coverage benefits

Flight Delay Insurance benefits are payable in the event of a delay of more than four (4) hours in the arrival or departure of ***your*** regularly scheduled flight on a commercial airline. ***You*** will be reimbursed up to a maximum of $500 per ***trip*** for all ***insured persons*** combined, for reasonable, additional ***accommodation*** and travelling expenses. Expenses must be incurred by ***you*** as a result of the delay. Prepaid expenses are not covered.

4.6 Limitations and exclusions

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

a) **Operating or Learning to Operate an Aircraft** -***Your*** operating, learning to operate or serving as a member of the crew of any aircraft.

b) **Illegal Act** - ***Your*** involvement in the commission or attempted commission of a criminal offence or illegal act.

c) **War, Terrorist Event, Political Risk, etc. -** War (declared or undeclared) or acts of war; ***terrorist events***; ***political risk*** or any service in the armed forces.

d) **Bankruptcy or Insolvency -** Default of a ***travel supplier*** ceasing operations as a result of bankruptcy or insolvency.

e) **Sanctions** - ***Your*** travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

4.7 Claim filing procedures

You must notify the ***Operations Centre*** immediately after learning of any delay of ***your*** flight. Upon receipt of such notice, the ***Operations Centre*** will provide ***you*** with the appropriate claim forms.

SEND YOUR CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Operations Centre
c/o Allianz Global Assistance, Claims Department
P. O. Box 277
Waterloo, Ontario, Canada N2J 4A4
Toll-free Canada/U.S.A.: 1 877 704-0341
Collect worldwide: 519 741-0782

As a condition to the payment of benefits under this insurance, the ***Operations Centre*** will need certain information from ***you*** if ***you*** need to file a claim. This includes, and is not limited to, the following:

- A fully completed claim form signed by ***you***.
- Proof of ***your*** scheduled departure time.
- Original receipts and invoices for all expenses.
- Originals of any refunds or expense allowances received from ***your travel supplier***.
- Original commercial airline report or other report that verifies the cause and duration of the delay.
- A copy of the ***primary cardholder's*** monthly billing statement and/or receipt reflecting that the ***ticket*** was paid in **full** using the ***cardholder's credit card***.
- Any other documentation that may be required to process ***your*** claim.

4.8 Specific condition

In addition to the specific condition below, Flight Delay Insurance is subject to the General Conditions and General Provisions found in sections 8 and 9.

You agree to cooperate fully with the ***Operations Centre***, and as a condition to the payment of benefits, the ***Operations Centre*** reserves the right to obtain all pertinent records or information from ***you***. Failure to provide the requested documentation to substantiate ***your*** claim under this ***certificate of insurance*** will invalidate ***your*** claim.

5. Baggage insurance

5.1 Introduction

Baggage Insurance provides coverage if ***your baggage*** is delayed by the ***common carrier*** for more than six (6) hours, or if ***your baggage*** is lost, stolen or accidentally damaged while checked in with, or carried on, a ***common carrier*** during ***your trip***.

Ticket means evidence of **full** fare, including any applicable taxes and/or fees, paid for travel on a ***common carrier***, which has been completely charged to the ***account***.

Trip means a period during which ***you*** are travelling outside of ***your*** province or territory of residence and for which the **full** cost of ***your ticket*** has been charged to the ***cardholder's credit card***.

5.2 What to do if your baggage is delayed, lost, damaged or stolen

If ***your baggage*** is delayed or if ***your baggage*** is lost, stolen or accidentally damaged while checked in with, or carried on, a ***common carrier*** during ***your trip, you*** must contact the ***Operations Centre*** immediately after learning of any loss or occurrence.

- From Canada and the United States call: 1 877 704-0341
- From elsewhere call collect: 519 741-0782

IMPORTANT NOTICE - PLEASE READ CAREFULLY

This *certificate of insurance* 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.

- It is important that ***you*** read and understand this ***certificate of insurance*** as ***your*** coverage is subject to limitations and exclusions.
- This ***certificate of insurance*** is designed to cover losses arising from sudden and unforeseeable circumstances only.
- Coverage under this ***certificate of insurance*** is secondary, in that it covers expenses in excess of those payable by any other insurance plan or other source of reimbursement.
- No person is eligible for coverage under more than one (1) ***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 (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This ***certificate of insurance*** replaces any certificate or policy previously issued to the ***primary cardholder*** with respect to the Policy.

5.3 Coverage eligibility

To be eligible for Baggage Insurance:

a) ***you*** must be a resident of Canada; and

b) ***you*** must pay the **full** cost of ***your ticket***, including any applicable taxes and/or fees with the ***cardholder's credit card*** prior to departure; and

c) the ***account*** must be in ***good standing***.

5.4 Coverage period

Coverage **begins** at the time ***your baggage*** is checked in with, or carried on, a ***common carrier*** during ***your trip***.

Coverage **ends** on the earliest of:

a) the time the checked-in ***baggage*** has been unloaded and placed in the ***common carrier's baggage*** pick-up area for retrieval by ***you*** and, for carry-on ***baggage***, when ***you*** leave the ***common carrier***; or

b) the date the ***account*** is cancelled or no longer in ***good standing***; or

c) the date the Policy is cancelled by ***us*** or by BMO.

5.5 Coverage benefits

Baggage Insurance covers:

a) **Baggage loss, theft or damage**: ***you*** will be reimbursed the ***actual cash value*** of ***baggage*** and ***personal effects*** up to $500 per ***insured person,*** to a maximum of $1,000 per ***trip*** for all ***insured persons*** combined, for loss, theft or damage of ***baggage*** and/or ***personal effects*** worn or used by ***you*** when checked in with, or carried on, a ***common carrier*** during ***your trip***. Coverage is limited to $500 per item.

b) **Baggage delay**: If ***your*** checked ***baggage*** is delayed by the ***common carrier*** for more than six (6) hours, during the ***trip*** en route to ***your*** destination and before returning to ***your*** original point of departure, ***you*** will be reimbursed up to $500 per ***insured person***, to a maximum of $1,000 per ***trip*** for all ***insured persons*** combined, for the purchase of ***essential items***. 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 a) above if it is later determined that ***your*** personal ***baggage*** has been lost, stolen or damaged.

Note: This benefit is only available for *your* outbound travel; baggage delay is not available on *your* return travel back to *your* province or territory of residence.

5.6 Limitations and exclusions

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

a) **Wear and Tear** - Loss caused by normal wear and tear, gradual deterioration, moths, or vermin.

b) **Animals, Automobiles, Money, etc.** - Loss of 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 (e.g., any items that have an expiry date, including food, cosmetics, fragrances, lotions and skin products); household effects and furnishings; contact lenses, prescription glasses, non-prescription sunglasses; artificial teeth and prostheses, medical equipment and appliances; money, securities; tickets, documents; any property pertaining to as business, profession or occupation; personal computers; software; or cellular phones.

c) **Jewelry, Furs and Camera Equipment** - Loss or damage to jewelry, gems, watches, furs or garments trimmed with fur, or camera equipment.

d) **Illegal Act - *Your*** involvement in the commission or attempted commission of a criminal offence or illegal act.

e) **Items Otherwise Insured** - Items specifically or otherwise insured.

f) **Sanctions** - ***Your*** travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

g) **Other** - 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 acts of war; or contraband or illegal transportation or trade.

5.7 Claim filing procedures

You must notify the ***Operations Centre*** immediately after learning of any loss or occurrence. Upon receipt of such notice, the ***Operations Centre*** will provide ***you*** with the appropriate claim forms.

SEND YOUR CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Operations Centre
c/o Allianz Global Assistance, Claims Department
P. O. Box 277
Waterloo, Ontario, Canada N2J 4A4
Toll-free Canada/U.S.A.: 1 877 704-0341
Collect worldwide: 519 741-0782

As a condition to the payment of benefits under this insurance, the ***Operations Centre*** will need certain information from ***you*** if ***you*** need to file a claim. This includes, and is not limited to, the following:

- A fully completed claim form signed by ***you***.
- A copy of the ***baggage*** claim ticket.
- A copy of the ***primary cardholder's*** monthly billing statement and/or receipt reflecting that the ***ticket*** was paid in **full** using the ***cardholder's credit card***.

- Proof of delay of checked ***baggage*** from the ***common carrier*** (Baggage Delay).
- Original receipts for ***essential items*** purchased (Baggage Delay).
- Original claim determination from the ***common carrier*** (Baggage Loss/Theft/Damage)
- Original police report or other report of local authorities (Baggage Loss/Theft/Damage)
- Any other documentation that may be required to process ***your*** claim.

5.8 Specific conditions

In addition to the specific conditions below, Baggage Insurance is subject to the General Conditions and General Provisions found in sections 8 and 9.

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 the personal property protected by this insurance.
2. ***You*** agree to cooperate fully with the ***Operations Centre***, and as a condition to the payment of benefits, the ***Operations Centre*** reserves the right to obtain all pertinent records or information from ***you***. Failure to provide the requested documentation to substantiate ***your*** claim under this ***certificate of insurance*** will invalidate ***your*** claim.
3. 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.
4. ***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.
5. Benefits are only available to the extent that the personal property in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to ***you*** in respect of the personal property subject to the claim. ***We*** will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this ***certificate of insurance***. This coverage will not apply as contributing insurance and this non-contribution provision shall prevail despite any non-contribution provision in other insurance, indemnity or protection policies or contracts.

6. Hotel burglary insurance

6.1 Introduction

Hotel Burglary Insurance provides coverage for the repair or replacement of ***your*** personal property that is lost, stolen or damaged due to ***burglary*** of ***your*** travel ***accommodation***.

6.2 What to do if you experience a loss, theft or damage due to burglary

If ***your*** personal property is lost, stolen or damaged due to ***burglary*** of ***your*** travel ***accommodation***, ***you*** must contact the ***Operations Centre*** immediately after learning of any loss or occurrence.

- From Canada and the United States call: 1 877 704-0341
- From elsewhere call collect: 519 741-0782

IMPORTANT NOTICE - PLEASE READ CAREFULLY

This *certificate of insurance* 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.

- It is important that ***you*** read and understand this ***certificate of insurance*** as ***your*** coverage is subject to limitations and exclusions.
- This ***certificate of insurance*** is designed to cover losses arising from sudden and unforeseeable circumstances only.

- Coverage under this ***certificate of insurance*** is secondary, in that it covers expenses in excess of those payable by any other insurance plan or other source of reimbursement.
- No person is eligible for coverage under more than one (1) ***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 (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This ***certificate of insurance*** replaces any certificate or policy previously issued to the ***primary cardholder*** with respect to the Policy.

6.3 Coverage eligibility

To be eligible for Hotel Burglary Insurance:

a) ***you*** must be a resident of Canada; and

b) ***you*** must pay the **full** cost of ***your*** travel ***accommodation***, including any applicable taxes with the ***cardholder's credit card***; and

c) the ***account*** must be in ***good standing***.

6.4 Coverage period

Coverage **begins** at the actual time ***you*** check into ***your*** travel ***accommodation***.

Coverage **ends** on the earliest of:

a) the time ***you*** check-out from ***your*** travel ***accommodation***; or

b) the date the ***account*** is cancelled or no longer in ***good standing***; or

c) the date the Policy is cancelled by ***us*** or by BMO.

6.5 Coverage benefits

This insurance provides coverage in the event ***your*** personal property is lost or damaged, as a result of ***burglary*** of ***your*** travel ***accommodation*** while registered as a guest.

The maximum benefit payable for any one (1) claim is the lesser of:

a) the actual replacement value of ***your*** personal property at the time of ***burglary***; or

b) the cost to replace ***your*** personal property with property of like quality and value if an identical replacement cannot be reasonably obtained; or

c) the cost to repair ***your*** personal property to its condition prior to the ***burglary*.**

The maximum benefit payable for all ***insured persons*** combined is $1,000 per ***burglary*** occurrence.

6.6 Limitations and exclusions

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

a) **War, Terrorist Event, Political Risk, etc. -** War (declared or undeclared) or acts of war; ***terrorist events***; ***political risk*** or any service in the armed forces.

b) **Money or Perishable Goods** - The loss of or damage to money (whether paper or coin), tickets, consumable or perishable goods (e.g., any items that have an expiry date, including food, cosmetics, fragrances, lotions and skin products), bullion, banknotes, negotiable instruments or other numismatic property.

c) **Illegal Act** - ***Your*** involvement in the commission or attempted commission of a criminal offence or illegal act.

d) **Mysterious Disappearance** – ***Mysterious disappearance*** of the article of personal property in question.

e) **Failure to Secure Accommodation** -***Your*** failure to make a reasonable effort to protect ***your*** personal property or to secure ***your*** travel ***accommodation***.

f) **Sanctions** - ***Your*** travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

6.7 Claim filing procedures

You must notify the ***Operations Centre*** immediately after learning of any loss or occurrence. Upon receipt of such notice, the ***Operations Centre*** will provide ***you*** with the appropriate claim forms.

SEND YOUR CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Operations Centre
c/o Allianz Global Assistance, Claims Department
P. O. Box 277
Waterloo, Ontario, Canada N2J 4A4
Toll-free Canada/U.S.A.: 1 877 704-0341
Collect worldwide: 519 741-0782

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 includes, and is not limited to, the following:

- A fully completed claim form signed by ***you***.
- Charge slip for the travel ***accommodation***.
- A copy of the ***primary cardholder's*** monthly billing statement and/or receipt reflecting that the travel ***accommodation*** was paid in **full** using the ***cardholder's credit card***.
- The loss, expense or service for which benefits are being claimed (original itemized receipts).
- Original police report or other report to local authorities confirming the ***burglary***.
- The travel ***accommodation's burglary*** report.
- Receipts for the repair or replacement of ***your*** personal property.
- Any other documentation that may be required to process ***your*** claim.

6.8 Specific conditions

In addition to the specific conditions below, Hotel Burglary Insurance is subject to the General Conditions and General Provisions found in sections 8 and 9.

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 the personal property protected by this insurance.
2. ***You*** agree to cooperate fully with ***us***, and as a condition to the payment of benefits, the ***Operations Centre*** reserves the right to obtain all pertinent records or information from ***you***. Failure to provide the requested documentation to substantiate ***your*** claim under this ***certificate of insurance*** will invalidate ***your*** claim.
3. Benefits are only available to the extent that the personal property in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to ***you*** in respect of the personal property subject to the claim. ***We*** will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this ***certificate of insurance***. This coverage will not apply as contributing insurance and this non-contribution provision shall prevail despite any non-contribution provision in other insurance, indemnity or protection policies or contracts.

7. Purchase security & extended warranty insurance

7.1 Introduction

Purchase Security Insurance covers against theft of, or damage to, covered items within the first ninety (90) days from the date of purchase. Extended Warranty Insurance doubles the original manufacturer's warranty up to a maximum extension of one (1) year.

7.2 What to do if you have a loss or occurrence

You must notify the ***Operations Centre*** immediately after any loss or occurrence.

- From Canada and the United States call: 1 877 704-0341
- From elsewhere call collect: 519 741-0782

IMPORTANT NOTICE - PLEASE READ CAREFULLY

This *certificate of insurance* 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.

- It is important that ***you*** read and understand this ***certificate of insurance*** as ***your*** coverage is subject to limitations and exclusions.
- This ***certificate of insurance*** is designed to cover losses arising from sudden and unforeseeable circumstances only.
- Coverage under this ***certificate of insurance*** is secondary coverage to any other insurance plan or manufacturer's warranty, in that it covers expenses in excess of those payable by any other plan or others source of reimbursement.
- No person is eligible for coverage under more than one (1) ***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 (1) such certificate, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. This ***certificate of insurance*** replaces any certificate or policy previously issued to the ***primary cardholder*** with respect to the Policy.

7.3 Purchase security insurance

7.3.1 Coverage Eligibility

To be eligible for Purchase Security Insurance:

a) ***you*** must be a resident of Canada; and

b) ***you*** must pay the **full** ***purchase price*** of ***personal property*** or ***gift*** items with the ***cardholder's credit card***; and

c) the ***account*** must be in ***good standing***.

7.3.2 Coverage period

Coverage **begins** on the date of purchase, subject to the terms and conditions of this ***certificate of insurance***. There is no registration required.

Coverage **ends** on the earliest of:

a) the ninety-first (91st) day from the date of purchase; or

b) the date the ***account*** is cancelled or no longer in ***good standing***; or

c) the date the Policy is cancelled by ***us*** or by BMO.

7.3.3 Coverage benefits

This insurance covers against theft of, or damage to, covered items anywhere in the world. If such item is stolen or damaged, it will be repaired, replaced or ***you*** will be reimbursed the ***purchase price***, at the ***Operations Centre's*** discretion. The overall lifetime maximum of applicable insurance for Purchase Security and Extended Warranty combined is $60,000 per ***account***.

7.3.4 Limitations and exclusions

In addition to the limitations and exclusions listed below, Purchase Security Insurance is also subject to the General Limitations and Exclusions found in section 7.5.

The following items are not covered:

a) **Money** – Traveller's cheques, money (paper or coin), tickets, documents, bullion, banknotes, negotiable instruments or other numismatic property.

b) **Animals and Plants** – Animals, fish, birds or living plants.

c) **Consumable and Perishable Goods** – Consumable and/or perishable goods (e.g. any items that have an expiry date, including food, cosmetics, fragrances, lotions and skin products).

d) **Mail Order Purchases** – Mail order purchases or purchases made from an online site, until delivered and accepted by ***you*** in perfect condition.

e) **Jewelry and Furs** – Jewelry, gems, watches and furs or garments trimmed with fur stored in ***baggage*** unless such ***baggage*** is hand carried under ***your*** personal supervision.

f) **Other** – items left behind.

7.4 Extended warranty insurance

7.4.1 Coverage eligibility

To be eligible for Extended Warranty Insurance:

a) ***you*** must be a resident of Canada; and

b) ***you*** must pay the **full** ***purchase price*** of ***personal property*** or ***gift*** items with the ***cardholder's credit card***; and

c) the ***account*** must be in ***good standing***.

Regardless of where the item is purchased the original manufacturer's warranty must be valid in Canada. Coverage is available automatically, except when the original manufacturer's warranty exceeds five (5) years, in which case ***you*** must register the item with the ***Operations Centre*** within one (1) year of the date of purchase.

7.4.2 Coverage benefits

Extended Warranty Insurance doubles the original manufacturer's warranty up to a maximum extension of one (1) year. ***We*** will reimburse ***you***, at the ***Operations Centre's*** discretion, the lesser of the cost to repair or to replace the item. Terms of the extension will be in accordance with the original manufacturer's warranty, excluding any extended warranty offered by the manufacturer or any other party. The overall lifetime maximum of applicable insurance for Extended Warranty and Purchase Security combined is $60,000 per ***account.***

7.4.3 Limitations and exclusions

In addition to the limitations and exclusions listed below, Extended Warranty Insurance is also subject to the General Limitations and Exclusions found in section 7.5.

a) Extended warranty benefits end automatically when the original manufacturer ceases to carry on business for any reason whatsoever.

b) Items with a lifetime warranty are not covered.

c) The extended warranty applies only to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. The ***Operations Centre***, may, at its sole option, elect to replace the item should it prove to be less expensive than the cost of repair.

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

7.5 General Limitations and Exclusions

The following general limitations and exclusions apply to Purchase Security Insurance and Extended Warranty Insurance.

7.5.1 Limitations

a) Eligible items that ***you*** give as a ***gift*** are covered, however ***you***, not the recipient, must make the claim for benefits.

b) Theft from a vehicle or residence when evidence of forcible entry is not apparent regardless of whether or not all entry points were locked.

7.5.2 Exclusions

Claims resulting from the following are not covered:

a) **Illegal Act** – Fraud; confiscation by authorities, risks of contraband, illegal activities.

b) **War, Terrorist Event, Political Risk, etc. -** War (declared or undeclared) or acts of war; ***terrorist events***; ***political risk*** or any service in the armed forces.

c) **Nuclear Reaction, Contamination, etc.** - Nuclear reaction; radiation; radioactive, biological or chemical contamination; seepage; pollution or contamination.

d) **Delay or Loss-of-Use** – Delay, loss-of-use, or consequential damages.

e) **Misuse, Wear and Tear** – Misuse, abuse, normal wear and tear, gradual deterioration, inherent product defects.

f) **Used and Refurbished Items** – Used and/or pre-owned items, newly purchased items that have been rebuilt, refurbished or returned and re-sold.

g) **Vehicles** – Automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, drones, motor scooters, snow blowers, riding lawnmowers, golf carts, lawn tractors, motorized wheelchairs or any other motorized vehicles except for miniature electrically powered vehicles intended for children or any of their respective parts or accessories.

h) **Installation Process** – Loss or damage while undergoing any installation process or while being worked on, where damage results from such installation process or work.

i) **Natural Disasters** – Loss or damage caused by a natural disaster, including flood or earthquake.

j) **Temperature and Atmospheric Changes** – Setting, expansion or contraction, bulging, buckling or cracking, temperature changes, freezing, heating, atmospheric changes, dampness or dryness, evaporation and/or leakage of contents, exposure to light, change in texture, finish or colour, rust or corrosion.

k) **Sports Equipment** – Loss or damage to sports equipment and/or goods due to the use thereof.

l) **Mysterious Disappearance** - ***Mysterious disappearance*** of the article of ***personal property*** or ***gift*** in question.

m) **Unconditional Guarantee** – Products purchased with an unconditional guarantee.

n) **Commercial Property** – Any and all property items and/or equipment intended for commercial use. ***Personal property*** used for a business is not covered. Examples include but are not limited to office furniture and equipment.

o) **Property, Punitive or Exemplary Damages** – Bodily injury, property damages, consequential damages, punitive damages, exemplary damages, attorney's fees and other ancillary costs are not covered.

p) **Sanctions** – ***Your*** travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

q) **Other -** Insects or vermin; one of a kind items that cannot be replaced.

7.6 Claim filing procedures

You must notify the ***Operations Centre*** immediately after learning of any loss or occurrence. Upon receipt of such notice, the ***Operations Centre*** will provide ***you*** with the appropriate claim forms.

SEND YOUR CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Operations Centre
c/o Allianz Global Assistance, Claims Department
P. O. Box 277
Waterloo, Ontario, Canada N2J 4A4
Toll-free Canada/U.S.A.: 1 877 704-0341

Collect worldwide: 519 741-0782

As a condition to the payment of benefits under this insurance, the ***Operations Centre*** will need certain information from ***you*** if ***you*** need to file a claim. This includes, and is not limited to, the following:

- A fully completed claim form signed by ***you***.
- A copy of the original store receipt for the item purchased.
- A copy of the ***primary cardholder's*** monthly billing statement reflecting the item purchased was paid in **full** using the ***cardholder's credit card***.
- A copy of the original store receipt for the replacement item, if applicable.
- Photo of the damaged item, if applicable.

- At the sole discretion of the ***Operations Centre***, ***you*** may be required to send at ***your*** own expense, the damaged item on which a claim is based to an address designated by the ***Operations Centre***.
- Declaration's page from any other applicable insurance or a notarized statement that the ***cardholder*** has no other insurance.
- Original police report or other report to local authorities (Purchase Security).
- A copy of the repair bill or estimate (from the manufacturer's authorized repair facility for Extended Warranty).
- A copy of the manufacturer's original Canadian warranty (Extended Warranty).
- Any other documentation that may be required to process ***your*** claim.

7.7 Specific conditions

In addition to the specific conditions below, Purchase Security Insurance and Extended Warranty Insurance are subject to the General Conditions and General Provisions found in sections 8 and 9.

1. **Due Diligence** – ***You*** shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
2. ***You*** agree to cooperate fully with ***us***, and as a condition to the payment of benefits, the ***Operations Centre*** reserves the right to obtain all pertinent records or information from ***you***. Failure to provide the requested documentation to substantiate ***your*** claim under this ***certificate of insurance*** will invalidate ***your*** claim.
3. Benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to ***you*** in respect of the item subject to the claim. ***We*** will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this ***certificate of insurance.*** This coverage will not apply as contributing insurance and this "non-contribution" provision shall prevail despite any "non-contribution" provision in other insurance, indemnity or protection policies or contracts.
4. Where a covered item is part of a pair or set, ***you*** will receive no more than the value of the particular part or parts stolen or damaged, regardless of any special value that the item may have as part of an aggregate ***purchase price*** of such pair or set.
5. The ***Operations Centre***, may, at its sole option, elect to a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part), upon notifying ***you*** of its intention to do so within sixty (60) days following receipt of the required proof of loss; or b) reimburse ***you*** for the item, not exceeding the ***purchase price***.
6. ***You*** will be entitled to receive no more than the original ***purchase price*** of the covered item as recorded on the ***credit card*** sales receipt.

8. General conditions

The following general conditions apply to **ALL** coverages included in this ***certificate of insurance***.

1. **Misrepresentation and Non-Disclosure:** ***You*** must be accurate and complete in ***your*** dealings with ***us*** at all times. ***You*** have an obligation to disclose every material fact to ***us***. Any information that has been misrepresented or misstated to ***us*** by ***you*** or is incomplete may result in the ***certificate of insurance*** being null and void at ***our*** option, and any claim submitted shall not be payable. ***We*** will not pay a claim if ***you***, any person insured under the ***certificate of insurance*** or anyone acting on ***your*** behalf attempts to deceive ***us*** or makes a fraudulent, false or exaggerated statement of claim.
2. In the event of a payment under the ***certificate of insurance***, the ***Operations Centre***, on ***our*** behalf, has the right to proceed in ***your*** name against third parties who may be responsible for giving rise to a claim under this insurance. ***We*** have full rights of subrogation. ***You*** will execute and deliver such documents, and fully cooperate with the ***Operations Centre***, so as to allow the ***Operations Centre*** to fully assert ***our*** right to subrogation. ***You*** will not do anything after the loss to prejudice such rights.
3. ***You*** must repay to ***us*** amounts paid or authorized for payment on ***your*** behalf if the ***Operations Centre*** later determines the amount is not payable under this insurance.

4. ***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 claim no later than ninety (90) days from the date the claim arises.

   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 the ***certificate of insurance*** will invalidate ***your*** claim.
5. **Assignment**: No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. ***You*** shall not assign these benefits.

9. General provisions

The following general provisions apply to **ALL** coverages included in this ***certificate of insurance***.

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. **Benefits Limited to Incurred Expenses:** The total benefits paid to ***you*** from all sources cannot exceed the actual expenses which ***you*** have incurred.
4. **Interest**: This insurance does not pay interest on benefits or for interest on charges made to the ***credit card***.
5. **Waiver**: Notwithstanding anything to the contrary, no provision of the ***certificate of insurance*** shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly stated in writing and signed by ***us***.
6. **Governing Laws**: 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 ***you*** normally reside.
7. **Conflict with Laws:** Any provision of the ***certificate of insurance***, which is in conflict with any federal, provincial or territorial law of ***your*** place of residence, is hereby amended to conform to the minimum requirements of that law.
8. **Limitation of Action:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.
9. ***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 the ***Operations Centre*** choose.

10. Travel assistance services

Assistance services are available to ***you*** twenty-four (24) hours a day, seven (7) days a week. The ***Operations Centre*** can provide ***you*** with important information ***you*** need before ***your trip*** and ***emergency*** medical services or non-medical ***emergency*** services ***you*** may require during ***your trip***.

Note: The assistance services listed below are for your convenience only. Any expenses incurred related to utilizing these helpful services may not be covered under this *certificate of insurance*.

Please refer to the benefit wording in each of the coverage sections for details of what is covered.

Pre-trip assistance services

- Passport and travel visa information
- Health hazards and travel advisories
- Inoculation and vaccination requirements
- Weather information
- Currency exchange information
- Consulate and embassy locations
- Coverage-related questions and inquiries

Medical emergency assistance services

- Monitoring the status of ***your*** medical case and communicating between patient, family ***physician***, employer, ***travel supplier***, consulate, etc.
- Coordinating travel arrangements as follows:
  - ***emergency*** medical transportation and ***treatment*** while ***you*** are travelling, at the request of ***you*** or ***your physician***;
  - escort and transportation home for stranded ***dependent children*** and/or other extended family members or friends while ***you*** are in ***hospital***;
  - ***your*** return home if ***you*** become ill or injured;
  - services for the repatriation of ***your*** remains should ***you*** die away from home.

Non-medical emergency assistance services

- **Emergency Cash Transfer** – in the event of an ***emergency***, the ***Operations Centre*** will coordinate between ***you*** and ***your*** friend, family member, business or credit card company for a cash transfer.
- **Lost Baggage** - the ***Operations Centre*** will help ***you*** replace lost or stolen ***baggage*** and ***personal effects***.
- **Document and Ticket Replacement** – the ***Operations Centre*** will help ***you*** replace lost or stolen travel documents and/or airline ***tickets***.
- **Emergency Message Services** – the ***Operations Centre*** will take emergency messages from or for ***you***.
- **Legal Services** – the ***Operations Centre*** will help ***you*** contact a local attorney or the appropriate consular officer if ***you*** are arrested or detained, are in a traffic accident or otherwise require legal help.
- **Bail Bond Services** – the ***Operations Centre*** will help ***you*** in coordinating these services in all available locations.

11. Collection and use of your personal information

Protecting ***your*** personal information is a top priority. This Personal Information Notice explains how and what types of personal data will be collected, why it is collected and to whom it is shared or disclosed. PLEASE READ THIS NOTICE CAREFULLY.

CUMIS General Insurance Company, a member of The Co-operators group of companies (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 ***your*** personal information.

Personal information we collect

We will collect ***your*** personal information including but not limited to:

- Surname, First name
- Address
- Date of Birth
- Telephone numbers
- Email addresses

- Credit/debit card and bank account information
- Sensitive personal information such as: Medical information relating to ***your*** health status, excluding genetic test results.

How will we obtain and use your personal information?

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 adjudicate 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 reserve our right to collect personal information, necessary for insurance purposes, from the following individuals:

- Individuals who apply for insurance products
- Certificate holder and/or policyholders
- Insureds and/or claimants
- Family members, spouses, or as a last resort friends or travelling companions of a certificate or policyholder, insured or claimant, in cases where the proper individual is unable, for medical or other reasons, to communicate directly with us.

Who will have access to your personal information?

We disclose information for insurance purposes, to and with, third parties such as, but not necessarily limited to, other Allianz group companies, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends/travelling companions of the certificate holder or policyholder, insured or claimant and agencies. We may also use and disclose information from our existing files for 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"). 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.

What are *your* rights in respect of your personal data?

When permitted by applicable law and regulations ***you*** have the right to:

- Access ***your*** personal data held about ***you***
- Withdraw consent at any time where ***your*** personal data is processed
- Update or correct ***your*** personal information so that it is always accurate
- Delete ***your*** personal information from our records, if it is no longer needed for the purposes indicated above
- File a complaint with us and/or relevant data protection authority

You may exercise these rights by contacting the Privacy Officer at privacy@allianz-assistance.ca.

How long do we keep your personal data?

We will retain the personal information we collect for a specified period of time and in a storage method

appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at **privacy@allianz-assistance.ca** or by writing to:

Privacy Officer
Allianz Global Assistance
700 Jamieson Parkway
Cambridge, ON N3C 4N6
Canada

How can you contact us?

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**.

For a complete copy of our Privacy Policy please visit **www.allianz-assistance.ca**.

How often do we update this privacy notice?

We regularly review this Privacy Notice. We will ensure the most recent version is available on our website, **www.allianz-assistance.ca**.

Contact Information

Administrator

Allianz Global Assistance

Please contact Allianz Global Assistance with any questions or claims.
700 Jamieson Parkway
Cambridge, ON N3C 4N6
Canada
Toll-free: 1 877 704-0341 (In Canada & U.S.)

Insurer

CUMIS General Insurance Company

P.O. Box 5065, 151 North Service Road
Burlington, ON L7R 4C2
Canada
Toll-free: 1-800-263-9120

CashBack Rewards
Terms and Conditions

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

1. When CashBack Rewards Are Issued

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

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

2. When CashBack Rewards Are Not Issued

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

3. How CashBack Rewards Are Issued

Where purchases qualify for CashBack rewards, CashBack rewards will be issued based on the award level established by us from time to time in the period ending with your most recent account statement. CashBack rewards are rounded down to the nearest cent. If an Account statement shows more refunds than purchases, CashBack rewards will be deducted from accumulated CashBack rewards or from CashBack rewards you receive later. These deductions will be calculated on the same basis as set out above.

4. Bonus CashBack Rewards

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

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

If your card has an annual card fee, and:

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

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

5. Withdrawing CashBack Rewards

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

6. Redeeming CashBack Rewards

CashBack rewards can only be redeemed by the primary cardholder or a person authorized by the primary cardholder to provide instructions to us, and obtain information from us about your account.

In order to redeem CashBack rewards, your account must be in good standing (meaning not cancelled, past due or otherwise in default under the terms of the BMO Credit Card Cardholder Agreement, including these terms and conditions) and by logging into the BMO CashBack website at **bmocashback.com**. A minimum CashBack rewards balance of $1.00 is required to redeem.

If you have a negative CashBack rewards balance (because you have had more refunds than new purchases), CashBack rewards will be deducted from accumulated CashBack rewards or from CashBack rewards you receive later.

7. Cancellation of the Account and Expired CashBack Rewards

CashBack rewards will not expire as long as your account remains open and in good standing. Upon cancellation of the account you will have ninety (90) days in which to redeem by logging into the BMO CashBack website at **bmocashback.com**. In order to redeem, account registration at the BMO CashBack website is required prior to cancellation of the account. After the ninety (90) day period any CashBack rewards which remain on your account will expire.

8. Transferability

CashBack rewards are not transferable to any other account.

9. Amendment and Cancellation

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

If you reside within Quebec: We may change any terms and conditions of the CashBack Reward program (including but not limited to the CashBack Reward earn rate, the cancellation of the BMO Roadside Assistance Program and the cancellation of the CashBack Reward program) at any time by giving you notice at least 60 days (but not more than 90 days) before such change comes into force. The notice will be drawn up clearly and legibly and will either set out the amended clause of the terms and conditions or both the amended clause and the clause as it read formerly as well as the date of the coming into force of the amended clause. If we cancel the CashBack Rewards program, we will credit your account for the CashBack rewards you have previously earned, unless your account is not in good standing at that time.

10. How To Contact Us

For questions regarding the program, visit us at **bmo.com/creditcards** or call us. You will find the designated phone number and hours of service, specific to your card, in the chart below:

BMO CashBack World Elite Mastercard	
Phone:	1-866-991-4769 (For clients who are deaf or hard of hearing, BMO supports calls (24/7) from third party relay service providers trained to relay communications through message relays (MRS) or video relays (VRS)).
Hours of Service (Eastern Standard Time) **Monday – Saturday** 8:00 AM to midnight **Sunday** 10:00 AM to midnight	**Cantonese Mandarin Queue** **Monday – Saturday:** 8:00 AM to midnight

BMO Mastercard
BMO Roadside Assistance (Basic Coverage) Terms and Conditions

BMO® Mastercard®*

BMO Roadside Assistance (Basic Coverage) Terms and Conditions

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

Defined Terms

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

"Account" means any BMO credit Card;

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

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

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

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

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

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

BMO Roadside Assistance

- **Safe.** Pre-qualified towing professionals
- **Fast.** Priority service when you need help
- **Convenient.** Just one number to call, Tel 1-866-731-4999, 24 hours/day, from anywhere in Canada and Mainland U.S. Call for roadside assistance done your way with the choice to talk to a live local agent or have a text message sent to your phone with roadside assistance requests digitally through DAA's web-hosted application.
- **Complete.** Covers each cardholder while driving in almost any passenger vehicle, whether the vehicle is owned, borrowed or rented
- **Coverage.** Battery Boost, emergency gas delivery (Cardholder pays for gas), flat tire change if a safe and inflated spare tire is available, lockout services, winch from mud/ditch/snow and tow in the event of a mechanical breakdown to the nearest repair facility within 10 km from breakdown.

See the following pages for the corresponding terms and conditions.

1. **Coverage**
   (a) **General:** Subject to the following terms and conditions, each Member is covered 24 hours per day, 7 days per week, in Canada and mainland United States (including Alaska but for greater certainty excluding Hawaii and Puerto Rico), for the services noted in section 3a) below, provided that the vehicle is not located in an Excluded Service Area.

   (b) **Restrictions:** Subject to section 5(f), a Member will not qualify for any services under the Program in the following situations: (i) when alcohol and/or drugs are a contributing factor to the immobilization of the vehicle; (ii) if the vehicle is not covered by public liability or property damage insurance; (iii) if the vehicle was immobilized while the Member was committing or attempting to commit a criminal offence; (iv) if the vehicle was immobilized while the Member was willfully violating any traffic law; (v) the vehicle was immobilized in an Excluded Service Area; (vi) service will be denied for the balance of any calendar year in which a Member (or any other Member on the Account) has, on more than two (2) occasions in such calendar year, requested services under the Program using false or misleading information, and DAA reasonably concludes that the Member knew or ought to have known that the service request was not in compliance with the terms and conditions of the Program and that the Member is abusing or attempting to abuse the Program; and (vii) the Account is not in Good Standing.

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

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

3. Program Services

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

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

(c) **Additional Terms and Conditions:** (i) apart from the included services specified in section 3(a), repairs will not be performed at the site where the vehicle was immobilized; and (ii) only one included service is covered within a 24 hour period.

4. Number of Services per Year

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

5. Cancellation of Your Optional Service

To cancel BMO Roadside Assistance, please call 1-800-263-2263 For clients who are deaf or hard of hearing, BMO supports calls (24/7) from third party relay service providers trained to relay communications through message relays (MRS) or video relays (VRS). You will receive a full refund if you contact us within ten (10) days of the date that BMO Roadside Assistance was added or thirty (30) days from the date the enhancement renewal annual fee was charged on your statement.

Please note, BMO Roadside Assistance – Basic Coverage is an embedded enhancement for BMO Blue Rewards World Elite and BMO Cashback World Elite products. This embedded enhancement cannot be removed from your account.

6. Other Terms

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

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

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

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

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

(f) BMO reserves the right to cancel coverage to all Members associated with an Account for any reason stipulated in section 1(b). "In the sole discretion of DAA or BMO, BMO and/or DAA reserve the right to cancel a membership if the service is being misused by a member, including, the servicing of vehicles which are not driven by the member for personal use. Upon BMO and /or DAA's discretion pro-rated membership will be credited to the members BMO Mastercard account."

7. Applicable Taxes

This service will be subject to QST/GST/HST where applicable.
BMO Bank of Montreal GST/HST Number: R100390095, QST Number: 1000042494.

Please retain this Agreement.

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