BMO® eclipse Visa Infinite* Card

Certificates of Insurance

BMO

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IMPORTANT INFORMATION ⚠
IMPORTANT NOTICE – READ CAREFULLY BEFORE YOU TRAVEL

The BMO eclipse Visa Infinite* Card includes travel coverage – what's next? ***We*** want ***you*** to understand (and it is in ***your*** best interest to know) what ***your certificates of insurance*** include, what they exclude, and what is limited (payable but with limits). Please take time to read through ***your certificates of insurance*** before ***you*** travel. ***Bolded and italicized terms are defined in your certificates 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.

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 1 833 324-5947

FROM ELSEWHERE CALL COLLECT 519 514-1916

In addition to the Important Information above, please be sure to read the Important Notice section of each individual ***certificate of insurance***.

The insurance products outlined in this booklet are underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies and 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.

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 the ***certificates of insurance*** that follow. For complete coverage details, please refer to the ***certificates of insurance***. 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*** Fifteen (15) consecutive days of coverage per ***trip***, if ***you*** are age sixty-four (64) or under on ***your departure date***
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***
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

COVERAGE	LIMITS
MOBILE DEVICE INSURANCE Mobile Device Insurance provides coverage in the event ***your mobile device*** is lost, stolen or ***accidentally damaged***, anywhere in the world when: a) the full ***purchase price*** of the ***mobile device*** is charged to the ***cardholder's credit card***; or b) all or any portion of the ***purchase price*** of the ***mobile device*** is financed with the ***cardholder's credit card*** through a Canadian wireless service provider.	• Up to $1,000 per occurrence • ***You*** may make one (1) claim in any twelve (12) consecutive month period subject to a maximum of two (2) claims in any forty-eight (48) consecutive month period per ***account***

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

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document. Please see section 1.9 for a list of defined terms.

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 travelling outside ***your*** province or territory of residence.

This ***certificate of insurance*** is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies ("CUMIS", "***we***", "***us***" or "***our***") under Group Policy No. FC320000-B (the "Policy"), effective July 6, 2023, issued to Bank of Montreal ("BMO"). The ***insured person*** and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. This insurance is administered by Allianz Global Assistance through the ***Operations Centre***. The ***Operations Centre*** can be reached at 1 833 324-5947 or 519 514-1916.

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.

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: 1 833 324-5947
- From elsewhere call collect: 519 514-1916

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 fifteen (15) 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 fifteen (15) 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*** fifteenth (15th) 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 1 833 324-5947 while in Canada or the United States, or if elsewhere, call collect at 519 514-1916. 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 ninety (90) 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 ninety (90) 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 ninety (90) 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.: 1 833 324-5947
Collect worldwide: 519 514-1916

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 6 and 7.

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.

1.9 Definitions

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document.

Account means the ***primary cardholder's*** BMO eclipse Visa Infinite* Card account, established in Canada by BMO.

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.***

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 first fifteen (15) consecutive days of ***your trip*** including the ***departure date***.

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 eclipse Visa Infinite* Card 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***.

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

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)***.

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

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

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

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

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.

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.

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 ninety (90) 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 ninety (90) 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.

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

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

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

2. Car rental – collision/loss damage insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document. Please see section 2.9 for a list of defined terms.

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.

This ***certificate of insurance*** is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies ("CUMIS", "***we***", "***us***" or "***our***") under Group Policy No. FC320000-B (the "Policy"), effective July 6, 2023, issued to Bank of Montreal ("BMO"). The ***insured person*** and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. This insurance is administered by Allianz Global Assistance through the ***Operations Centre***. The ***Operations Centre*** can be reached at 1 833 324-5947 or 519 514-1916.

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.

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: 1 833 324-5947
- From elsewhere call collect: 519 514-1916

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;
   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 participation 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.: 1 833 324-5947
Collect worldwide: 519 514-1916

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 6 and 7.

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.

2.9 Definitions

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document.

Account means the ***primary cardholder's*** BMO eclipse Visa Infinite* Card account, established in Canada by BMO.

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***.

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.

Credit card means the BMO eclipse Visa Infinite* Card 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.

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***.

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

Insured person means the ***primary cardholder***, the ***primary cardholder's spouse*** and their ***dependent child(ren)*** or any ***authorized driver***.

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

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

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.

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

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.

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***.

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.

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.

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.

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

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

3. Common carrier insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document. Please see section 3.11 for a list of defined terms.

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.***

This ***certificate of insurance*** is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies ("CUMIS", "***we***", "***us***" or "***our***") under Group Policy No. FC320000-B (the "Policy"), effective July 6, 2023, issued to Bank of Montreal ("BMO"). The ***insured person*** and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. This insurance is administered by Allianz Global Assistance through the ***Operations Centre.*** The ***Operations Centre*** can be reached at 1 833 324-5947 or 519 514-1916.

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.

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: 1 833 324-5947
- From elsewhere call collect: 519 514-1916

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 1 833 324-5947 or 519 514-1916.

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 participation 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.: 1 833 324-5947
Collect worldwide: 519 514-1916

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 6 and 7.

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.

3.11 Definitions

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document.

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

Account means the ***primary cardholder's*** BMO eclipse Visa Infinite* Card account, established in Canada by BMO.

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***.

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.***

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 Coverage Period section of this ***certificate of insurance.***

Credit card means the BMO eclipse Visa Infinite* Card and any other payment device that BMO issues or provides to enable the ***cardholder*** to use the ***account***.

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.

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***.

Insured person means the ***primary cardholder***, the ***primary cardholder's spouse*** and their ***dependent child(ren)***.

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***.

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

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.

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

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

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

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

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

4. Purchase security & extended warranty insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document. Please see section 4.8 for a list of defined terms.

4.1 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.

This ***certificate of insurance*** is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies ("CUMIS", "***we***", "***us***" or "***our***") under Group Policy No. FC320000-B (the "Policy"), effective July 6, 2023, issued to Bank of Montreal ("BMO"). The ***insured person*** and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. This insurance is

administered by Allianz Global Assistance through the ***Operations Centre***. The ***Operations Centre*** can be reached at 1 833 324-5947 or 519 514-1916.

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.

4.2 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: 1 833 324-5947
- From elsewhere call collect: 519 514-1916

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 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 Purchase security insurance

4.3.1 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***.

4.3.2 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

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

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

4.3.3 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***.

4.3.4 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 4.5.

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.

4.4 Extended warranty insurance

4.4.1 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.

4.4.2 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***.

4.4.3 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 4.5.

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.

4.5 General limitations and exclusions

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

4.5.1 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.

4.5.2 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 participation in the armed forces.

c) **Nuclear Reaction, Contamination, etc.** – Nuclear reaction or 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.

4.6 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.: 1 833 324-5947
Collect worldwide: 519 514-1916

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.

4.7 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 6 and 7.

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.

4.8 Definitions

In this *certificate of insurance*, certain terms have defined meanings. Those defined terms are in bold and italicized throughout this document.

Account means the ***primary cardholder's*** BMO eclipse Visa Infinite* Card account, established in Canada by BMO.

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.***

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

Credit card means the BMO eclipse Visa Infinite* Card and any other payment device that BMO issues or provides to enable the ***cardholder*** to use the ***account***.

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.

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***.

Insured person means the ***primary cardholder***, the ***primary cardholder's spouse*** and their ***dependent child(ren).***

Mysterious disappearance means when the article of ***personal property*** or ***gift*** 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.

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

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.

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

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

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.

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.

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

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

5. Mobile device insurance

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document. Please see section 5.9 for a list of defined terms.

5.1 Introduction

Mobile Device Insurance provides coverage in the event ***your mobile device*** is lost, stolen or ***accidentally damaged***, anywhere in the world.

This ***certificate of insurance*** is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies ("CUMIS", "***we***", "***us***" or "***our***") under Group Policy No. FC320000-B (the "Policy"), effective July 6, 2023, issued to Bank of Montreal ("BMO"). The ***insured person*** and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. This insurance is administered by Allianz Global Assistance through the ***Operations Centre***. The ***Operations Centre*** can be reached at 1 833 324-5947 or 519 514-1916.

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.

5.2 What to do if your mobile device is lost, stolen or accidentally damaged

If ***your mobile device*** is lost, stolen or ***accidentally damaged***, ***you*** must contact the ***Operations Centre*** immediately after learning of any loss or occurrence.

- From Canada and the United States call: 1 833 324-5947
- From elsewhere call collect: 519 514-1916

In the event ***your mobile device*** is ***accidentally damaged, you*** must contact the ***Operations Centre*** for approval prior to obtaining repair services or replacing ***your mobile device***, failure to do so may make ***your*** claim ineligible.

In the event of loss or theft of ***your mobile device***, ***you*** must notify ***your*** Canadian wireless service provider to suspend ***your*** wireless services within forty-eight (48) hours of the date of loss. In addition, in the event of theft, ***you*** must also notify the police within seven (7) days of the loss.

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.

This *certificate of insurance* contains a clause which may limit the amount 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, manufacturer's warranty or extended warranty, in that it covers expenses in excess of those payable by any other 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

<u>If the purchase price is paid in full</u>

To be eligible for Mobile Device Insurance:

a) ***you*** must be a resident of Canada; and
b) the <u>full</u> ***purchase price*** of the ***mobile device*** must be paid with the ***cardholder's credit card***; and
c) if the ***mobile device*** is equipped with cellular data technology, ***you*** must activate it with a Canadian wireless service provider; and
d) the ***account*** must be in ***good standing***.

<u>If the purchase price is financed</u>

To be eligible for Mobile Device Insurance:

a) ***you*** must be a resident of Canada; and
b) the ***purchase price*** must be fully or partially financed through a fixed-term contract with ***your*** Canadian wireless service provider; and
c) all ***your*** monthly wireless bill payments must be charged to the ***cardholder's credit card*** for the entire duration of the plan; and
d) the ***account*** must be in ***good standing***.

5.4 Coverage period

If the full *purchase price* is charged to the *cardholder's credit card*:

Coverage **begins** on the ninety-first (91st) day following the date of purchase of the ***mobile device*** (in order to avoid overlap with Purchase Security Insurance coverage on the ***credit card***).

Coverage **ends** on the earliest of:

a) two (2) years from the date of purchase of ***your mobile device***; 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.

If *you* finance all or any portion of the *purchase price* with the *cardholder's credit card* through a fixed-term contract with a Canadian wireless service provider:

Coverage **begins** on the date the first transaction related to the ***mobile device*** is charged to the ***cardholder's credit card***.

Coverage **ends** on the earliest of:

a) two (2) years from the date the first transaction related to the ***mobile device*** is charged to the ***cardholder's credit card***; or
b) the date one (1) monthly wireless payment was not charged to the ***cardholder's credit card*** (Exception: Once ***you*** have fully paid the ***purchase price*** under ***your*** Canadian wireless service provider's installment plan, this reason for coverage ending no longer applies); 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.

5.5 Coverage benefits

This insurance provides coverage in the event ***your mobile device*** is lost, stolen or ***accidentally damaged***, anywhere in the world.

Subject to the terms and conditions of this ***certificate of insurance***:

1. If ***your mobile device*** is lost or stolen, ***you*** will be reimbursed the replacement cost as determined below.
2. If ***your mobile device*** is ***accidentally damaged***, ***you*** will be reimbursed the lesser of its repair or replacement cost as determined below.

You may make one (1) claim in any twelve (12) consecutive month period subject to a maximum of two (2) claims in any forty-eight (48) consecutive month period, per ***account.*** **Note: Limitations apply**. Refer to Limitations section 5.6.1.

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

a) the actual replacement cost of ***your mobile device*** not exceeding the ***depreciated value***, at the date of loss, and less the ***deductible***; or

b) the repair cost of ***your mobile device*** less the ***deductible***; or

c) $1,000.

Note: Prior to proceeding with any action, repair services, or replacement of the *mobile device, you* must obtain *our* approval in order to ensure eligibility for payment of *your* claim.

Examples

If ***you*** purchase a new ***mobile device*** with a ***purchase price*** of $800 and file a claim for loss six (6) months after purchase, the maximum reimbursement will be calculated as follows:

Purchase price		$ 800.00
Less depreciation	(2% x 6 months x $800)	$ 96.00
Equals ***depreciated value***		$ 704.00
Less ***deductible***	(10% x $704)	$ 70.40
Maximum Benefit Payable		**$ 633.60**

If ***your mobile device*** is lost or stolen and, upon approval of ***your*** claim, ***you*** purchase a replacement ***mobile device*** for a price of $700 including applicable taxes, the maximum benefit payable to ***you***, as per the example provided, would be $633.60.

A replacement ***mobile device*** must be of the same make and model as the original ***mobile device***, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original ***mobile device***.

If ***you*** purchase a new ***mobile device*** with a ***purchase price*** of $800 and file a claim six (6) months after purchase for a repair cost of $300 inclusive of tax, the maximum reimbursement will be calculated as follows:

Repair Cost		$ 300.00
Less ***deductible***	(10% x $300)	$ 30.00
Maximum Benefit Payable		$ 270.00

Payment of benefits

Once ***we*** approve ***your*** claim, ***you*** can proceed with the repair or replacement of ***your mobile device***. Benefits payable under this coverage will be paid upon receipt of evidence that the repair or replacement cost has been charged to the ***cardholder's credit card***.

5.6 Limitations and exclusions

5.6.1 Limitations

a) Benefits are only available to the extent that the ***mobile device*** 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 ***mobile device*** 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. This coverage will apply only as excess insurance over any other valid and collectible insurance that would apply in the absence of this coverage. If the deductible of the other insurance is higher than this coverage, this coverage will respond subject to its ***deductible***.

b) If ***you*** have one (1) or more credit card(s) issued to ***you*** by BMO that provide ***mobile device*** insurance, the maximum number of claims under all such credit card accounts combined is limited to one (1) claim in any twelve (12) consecutive month period and two (2) claims in any forty-eight (48) consecutive month period.

c) This insurance provides certain benefits for which the manufacturer may not provide coverage. However, this insurance does not replace the manufacturer's warranty or warranty obligations. Furthermore, the manufacturer is solely responsible for parts and services that are covered by the manufacturer's warranty and warranty obligations.

5.6.2 Excluded items

The following items are excluded from coverage under this ***certificate of insurance***:

a) ***Mobile devices:***
   i. that have been purchased by, or for, a business.
   ii. that have been purchased for resale.
   iii. that have been previously used, previously owned, or refurbished.
   iv. that have been modified from their original state.
   v. being shipped, until received and accepted by ***you*** in new and undamaged condition.
   vi. stolen from baggage, unless such baggage is hand-carried under ***your*** personal supervision or ***your*** travelling companion's supervision with ***your*** knowledge.

b) Accessories for ***your mobile device***, whether included with ***your mobile device*** in the original manufacturer's package or purchased separately.

c) Batteries.

d) Laptop computers.

5.6.3 General exclusions

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

a) **Misuse, Wear and Tear** – Misuse, improper installation, lack of care, normal wear and tear, mechanical breakdown, gradual deterioration, latent defect or inherent vice.

b) **Criminal Acts** – Loss or damage resulting from intentional or criminal acts by ***you*** or ***your*** family members.

c) **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.

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

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

f) **Mysterious Disappearance** – ***Mysterious disappearance*** of the ***mobile device***.

g) **Power Surges** – Power surges, artificially generated electrical currents or electrical irregularities.

h) **Software or Network Issues** – Software; wireless service provider or network issues; ***cyber risk***.

i) **Cosmetic Damage** – Cosmetic damage that does not affect functionality.

j) **Delay or Loss-of-Use** – Delay, loss-of-use or incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees.

k) **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.

l) **Other** – confiscation by authorities.

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.: 1 833 324-5947
Collect worldwide: 519 514-1916

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 ***mobile device*** purchased.
- If ***you*** charged the **full** ***purchase price*** of the ***mobile device*** to the ***cardholder's credit card***, the statement and/or receipt showing that the ***mobile device*** was paid in **full** using the ***credit card***.

- If ***your mobile device*** was funded through a plan, proof of any partial upfront payments and proof of uninterrupted monthly wireless bill payments made to the ***credit card*** for up to twelve (12) months immediately preceding the date of loss.
- A copy of the written repair estimate if claiming for the ***mobile device*** that has been ***accidentally damaged***.
- The date and time ***you*** advised ***your*** wireless service provider that ***your mobile device*** was lost or stolen.
- Original police report or other report to local authorities.
- If claiming for an ***accidentally damaged mobile device***, a copy of the original manufacturer's warranty.
- 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***. Prior to proceeding with any repair services or replacement of the ***mobile device***, ***you*** must obtain the ***Operations Centre's*** approval in order to ensure eligibility for payment of ***your*** claim.
- The ***Operations Centre*** may request, at its sole discretion, that ***you*** repair or replace the ***mobile device***. ***You*** must charge the cost of the repair or replacement to the ***credit card***.

5.8 Specific conditions

In addition to the specific conditions below, Mobile Device Insurance is subject to the General Conditions and General Provisions found in sections 6 and 7.

1. **Due Diligence** – ***You*** shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to the ***mobile device*** 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. **Gifts** – ***Mobile devices*** that ***you*** give as gifts are covered provided the eligibility requirements are met. In the event of a claim, ***you***, not the recipient of the gift, must make the claim for benefits.
4. **Replacement Condition** – If a ***mobile device*** was replaced under this coverage, the replacement ***mobile device*** must be charged to the ***cardholder's credit card*** in order for this coverage to apply to the replacement ***mobile device***.

5.9 Definitions

In this *certificate of insurance*, certain terms have defined meanings. Defined terms are bold and italicized throughout this document.

Accidentally damaged means ***your mobile device*** has been damaged by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the ***mobile device*** as the manufacturer intended.

Account means the ***primary cardholder's*** BMO eclipse Visa Infinite* Card account, established in Canada by BMO.

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.***

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

Credit card means the BMO eclipse Visa Infinite* Card and any other payment device that BMO issues or provides to enable the ***cardholder*** to use the ***account***.

Cyber risk means any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:

- Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system;
- Any error or omission involving access to, or the processing, use, or operation of any computer system;
- Any partial or total unavailability or failure to access, process, use, or operate any computer system; or
- Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Computer system means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

Deductible means the dollar amount for which ***you*** are responsible before any amount is payable under this ***certificate of insurance***. For a replacement claim, the deductible is equal to 10% of the ***depreciated value***, at the date of loss, of the ***mobile device*** subject to a $25 minimum. For a repair claim, the deductible is equal to 10% of the repair cost subject to a $25 minimum.

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.

Depreciated value means the ***purchase price*** of the ***mobile device*** less the depreciation cost of 2% for each completed month from the date of purchase.

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***.

Insured person means the ***primary cardholder***, the ***primary cardholder's spouse*** and their ***dependent child(ren)***.

Mobile device means a new cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has wireless communication capabilities and which has been purchased for personal use.

Mysterious disappearance means when the ***mobile device*** 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.

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.

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

Purchase price means the full cost of the ***mobile device*** including any applicable sales taxes less any costs or fees associated with the purchase of the ***mobile device*** such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

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.

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.

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

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

6. General conditions

The following general conditions apply to **ALL *certificates 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.

7. General provisions

The following general provisions apply to **ALL *certificates 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.

8. Travel assistance services

Terms that are bold and italicized are defined in the "Definitions" sections of each *certificate of insurance*.

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 the *certificates of insurance*. Please refer to the benefit wording in each *certificate of insurance* 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.

9. 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: 1 833 324-5947 (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

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