

BMO® eclipse rise Visa® Card

Certificates of Insurance

BMO



IMPORTANT INFORMATION

IMPORTANT NOTICE – READ THE CERTIFICATES CAREFULLY

The BMO® eclipse rise Visa® Card includes insurance 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***. Bolded and italicized terms are defined in ***your certificates of insurance***.

- a) This insurance covers claims arising from sudden and unexpected situations.
- b) To qualify for this insurance, **you** must meet all of the eligibility requirements.
- c) This insurance contains limitations and exclusions (e.g., illegal acts, wear and tear, refurbished items, etc.).
- d) Contact the **Operations Centre** immediately after learning of any loss or occurrence.
- e) Coverage under the ***certificates of insurance*** is secondary to any insurance under which an eligible item is otherwise insured in whole or in part.

**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 1 833-859-0497
FROM ELSEWHERE CALL COLLECT 416-386-8096**

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.

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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
<p>PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE</p> <p>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.</p> <p>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.</p>	<ul style="list-style-type: none">• 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
<p>MOBILE DEVICE INSURANCE</p> <p>Mobile Device Insurance provides coverage in the event your mobile device is lost, stolen or accidentally damaged, anywhere in the world when:</p> <p>a) the full purchase price of the mobile device is charged to the cardholder's credit card; or</p> <p>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.</p>	<ul style="list-style-type: none">• 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. 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 1.8 for a list of defined terms.

1.1 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. FC340000 (the “Policy”), effective December 4, 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 1 833-859-0497 or 416-386-8096.

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 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: 1 833-859-0497
- From elsewhere call collect: 416-386-8096

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.

1.3 Purchase Security Insurance

1.3.1 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**.

1.3.2 Coverage Period

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

Coverage **ends** on the earliest of:

- a) the ninety-first (91st) day from the date of purchase; or
- b) the date the **account** is cancelled or no longer in **good standing**; or
- c) the date the Policy is cancelled by **us** or by BMO.

1.3.3 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**.

1.3.4 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 1.5.

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.

1.4 Extended Warranty Insurance

1.4.1 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.

1.4.2 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**.

1.4.3 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 1.5.

- 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.

1.5 General Limitations and Exclusions

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

1.5.1 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.

1.5.2 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; 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.

1.6 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.: 1 833-859-0497
 Collect worldwide: 416-386-8096

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.

1.7 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 3 and 4.

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.

1.8 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 rise Visa 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 rise Visa 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**.

2. 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 2.9 for a list of defined terms.

2.1 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. FC340000 (the "Policy"), effective December 4, 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 1 833-859-0497 or 416-386-8096.

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 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: 1 833-859-0497
- From elsewhere call collect: 416-386-8096

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.

2.3 Coverage Eligibility

If the purchase price is paid in full

To be eligible for Mobile Device Insurance:

- a) **you** must be a resident of Canada; and
- b) the **full 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**.

If the purchase price is financed

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**.

2.4 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.

2.5 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 2.6.1.

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% × 6 months × \$800)	<u>\$ 96.00</u>
Equals depreciated value		\$ 704.00
Less deductible	(10% × \$704)	<u>\$ 70.40</u>
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% × \$300)	<u>\$ 30.00</u>
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**.

2.6 Limitations and Exclusions

2.6.1 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.

2.6.2 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.

2.6.3 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; 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.

2.7 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.: 1 833-859-0497
 Collect worldwide: 416-386-8096

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***.

2.8 Specific Conditions

In addition to the specific conditions below, Mobile Device Insurance is subject to the General Conditions and General Provisions found in sections 3 and 4.

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***.

2.9 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 rise Visa 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 rise Visa 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**.

3. 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.

4. 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.

5. 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: 1 833-859-0497 (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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