

# BMO® Commercial Travel Protection

Certificate of Insurance



## **IMPORTANT NOTICE – PLEASE READ CAREFULLY**

This Certificate of Insurance is designed to cover losses arising from sudden and unforeseeable circumstances only. 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 does not include emergency travel medical coverage.

The enclosed Certificate of Insurance and Summary of Assistance Services provide a summary description of the principal provisions of the insurance coverages and assistance services available to eligible BMO Commercial Mastercard Cardholders.

You must call the Operations Centre for help in making the necessary arrangements to return to Your original point of departure, should You need to return due to the death of an Immediate Family Member while you are on a Trip. Failure to do so may result in Your claim being delayed or denied.

**Please note** that Your prior medical history may be reviewed by Us, when a claim is reported.

**You may contact Allianz at the following address: Allianz Global Risks US Insurance Company, 130 Adelaide Street West, Suite 1600, Toronto, ON M5H 3P5, 1-866-658-4247.**

For all benefits excluding Accidental Death and Dismemberment: this Certificate of Insurance contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

**PLEASE READ YOUR CERTIFICATE CAREFULLY BEFORE YOU TRAVEL.**

The Common Carrier Accidental Death and Dismemberment benefits described herein are underwritten by Allianz Global Risks US Insurance Company (Canadian Branch) (“Allianz”) under Group Policy No. FC310000-C. The Insured Person and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. Group Policy No. FC310000-C is referred to herein as (the “Policy”) issued to Bank of Montreal (the “Policyholder”, “BMO”). All other benefits described herein, are offered by Allianz to You under an individual policy which number corresponds to the last 4 digits of Your BMO Commercial Mastercard number (the “individual Policies”). The insurance described in this Certificate of Insurance is for eligible Commercial Mastercard Primary Cardholders of BMO whose Accounts are in Good Standing and where specified, Spouses, Dependent Children and/or certain other persons (referred to herein as “You” or “Your”).

This insurance is administered by Allianz Global Assistance through the Operations Centre.

Only BMO may determine who is a Primary Cardholder, whether an Account is in Good Standing and whether the insurance provided for herein has come into or is in force.

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

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

## 1. Definitions

**Accidental Bodily Injury** means bodily injury caused directly and independently of all other causes by external and purely accidental means. The accident must occur during the Coverage Period and the loss to which the insurance applies must result within 365 days, or for Total Disability, within 180 days, of the date of the bodily injury and must not result from any of the exclusions.

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

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

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

**Benefit Amount** means the maximum amount of benefit payable for the benefits described in this Certificate of Insurance as specifically defined in the applicable benefit sections.

**Burglary** means the taking of unattended personal property owned by You, from Your registered hotel or motel room by Forcible Entry while doors, windows and other openings are closed and locked, and provided there are marks of Forcible Entry.

**Carry-On Baggage** means suitcases or other containers specifically designed for carrying personal property, which are carried on board a Common Carrier by You.

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

**Checked Baggage** means suitcases or other containers specifically designed for carrying personal property, for which a claim check has been issued to You by a Common Carrier.

**Check-Out** means the moment You vacate the hotel/motel room and pay the itemized total costs incurred for the stay.

**Commercial Mastercard** means a BMO Rewards Commercial Mastercard issued by BMO and for which BMO has received and approved the request to include this insurance as a feature of the card.

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

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

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

- twenty years of age and under; or
- twenty-five years of age and under and a full-time student attending a recognized college or university; or
- twenty-one 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.

**Exotic Vehicle** means automobiles manufactured by Aston Martin, Bentley, Bricklin, Daimler, De Lorean, Auburn, Excalibur, Ferrari, Jensen, BMW, Lamborghini, Lotus, Jaguar, Maserati, Porsche, Rolls Royce or any similar automobile.

**Forcible Entry** means that access to Your hotel or motel room has been gained by breaking and entering a locked door or window.

**Good Standing** means being in full compliance with all of the provisions of the BMO Commercial Card Agreement, as amended from time to time.

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

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

**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 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 means the permanent and irrecoverable total loss of the capability of speech without the

aid of mechanical devices, as determined by a Physician. Loss means, with reference to quadriplegia complete and irreversible loss of all motion of all practical use of both arms and both legs; with reference to paraplegia complete and irreversible loss of all motion of all practical use of both legs; with reference to hemiplegia complete and irreversible loss of all motion of all practical use of an arm and a leg on the same side, provided the loss is continuous for three hundred and sixty-five (365) days. Loss with reference to Loss of Use means the permanent and total inability of the specified body part to function.

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

**Occupying** means in, upon, entering into or alighting from.

**Operations Centre** means the Operations Center maintained by Allianz Global Assistance. From Canada and the U.S. call 1-877-704-0341. From elsewhere call collect 1-519-741-0782.

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

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

**Primary Cardholder** means the business owner or any employee ordinarily residing in Canada who has been issued a Commercial Mastercard by BMO, with his or her name embossed on such card, and for whom the Commercial Mastercard Account is established and in Good Standing.

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

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

**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 spouse.

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

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

**Total Disability** means that Accidental Bodily Injury causes the Insured Person to be continuously and totally disabled; and during the first twelve months, prevents the Insured Person from performing the material and substantial duties of his or her present occupation, and thereafter, from performing the material and substantial duties of any occupation for which the Insured Person is reasonably qualified by training, education or experience.

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

**Trip** means a defined period of travel of definite length outside the Insured Person's province/territory of residence which includes:

1. travel by a Common Carrier, the fare for which has been partially or completely charged to the Account prior to departure; or
2. a stay in a hotel or similar accommodation, the cost of which has been partially or completely charged to the Account prior to departure; or

3. a package tour which has been sold as a unit and includes at least two (2) of the following, the cost of which has been partially or completely charged to the Account prior to departure:
  - a) Common Carrier transportation;
  - b) car rental;
  - c) accommodation;
  - d) meals;
  - e) tickets or passes for sporting events or other entertainment, exhibition or comparable event;
  - f) lessons; or
  - g) the services of a guide.

**We, Our, Us** means Allianz Global Risks US Insurance Company (Canadian Branch).

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

## 2. Insurance Effective and Termination Date

Except as otherwise stated herein, this Insurance shall come into effect on the date the Policyholder receives and approves the application of the Primary Cardholder for a Mastercard which includes the benefits described in this Certificate of Insurance as a feature of their Mastercard.

Except as otherwise stated herein, this insurance shall terminate for all insureds on the earliest of:

1. the date the Primary Cardholder is no longer eligible to participate;
2. The date of termination of the BMO Commercial Mastercard Program to which the Primary Cardholder belongs (in which case You will be notified by BMO);
3. The date the Primary Cardholder's Account ceases to be in Good Standing; or
4. the date the Policy is terminated.

## 3. Eligibility

You are eligible for this insurance while You meet all of the following conditions:

1. You are a BMO Commercial Mastercard Primary Cardholder with an Account in Good Standing;
2. You are a resident of Canada;
3. You are not employed outside of Canada on a full or part-time basis.

## 4. Coverage Period and Description of Benefits

### 4.1 CAR RENTAL BENEFITS

#### Coverage Eligibility

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

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

### **Coverage Period**

Insurance coverage begins as soon as the Primary Cardholder, the Primary Cardholder's Spouse or Dependent Child, or a person employed in Canada by the same employer as the Primary Cardholder who is travelling with the Primary Cardholder, listed on the Rental Car Agreement and 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 thirty-one consecutive days. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds thirty-one consecutive days, coverage under this Certificate of Insurance will be void.

Insurance coverage ends at the earliest of:

1. the time when the rental agency assumes control of the Rental Car, whether it be at its place of business or elsewhere. Rental keys left in a locked drop box does not constitute that the rental agency has assumed control of the Rental Car;
2. the end of the chosen rental period; or
3. the date on which the Primary Cardholder's coverage is terminated in accordance with the "Insurance Effective and Termination Date" provision set out above.

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

Insured Person means the Primary Cardholder, Primary Cardholder's Spouse or Dependent Child(ren), or a person employed in Canada by the same employer as the Primary Cardholder who is travelling with the Primary Cardholder and who is otherwise authorized to operate the Rental Car.

#### **Coverage Benefits**

Subject to the terms and conditions, You are covered for Rental Cars up to the lifetime CDW benefits cumulative limit of \$85,000 per Account for:

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

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

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

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

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

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

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

**Insured Person** means the Primary Cardholder, the Primary Cardholder's Spouse, his/her Dependent Child or a person employed in Canada by the same employer as the Primary Cardholder who is travelling with the Primary Cardholder and who is otherwise authorized to operate the Rental Car.

**Benefit Amount** means the Loss amount set out in this Certificate of Insurance applicable at the time the full cost or portion of the rental cost for the Rental Car is charged to the Account.

## Coverage Benefits

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

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



| Loss   | Benefit Amount     |                                |
|--|--------------------|--------------------------------|
|  | Primary Cardholder | Each Additional Insured Person |
| Loss of Life   | \$200,000          | \$20,000                       |
| Loss of Both Hands or Feet                                   | \$200,000          | \$20,000                       |
| Loss of One Hand and One Foot                                | \$200,000          | \$20,000                       |
| Loss of One Hand or One Foot and the Entire Sight of One Eye | \$200,000          | \$20,000                       |
| Loss of Entire Sight of Both Eyes                            | \$200,000          | \$20,000                       |
| Loss of Speech and Hearing                                   | \$200,000          | \$20,000                       |
| Loss of One Arm or One Leg                                   | \$150,000          | \$15,000                       |
| Loss of One Hand or One Foot                                 | \$100,000          | \$10,000                       |
| Loss of Entire Sight of One Eye                              | \$100,000          | \$10,000                       |
| Loss of Speech   | \$100,000          | \$10,000                       |
| Loss of Hearing  | \$100,000          | \$10,000                       |
| Loss of Thumb and Index Finger on the Same Hand              | \$50,000           | \$5,000                        |
| Loss of Use of Both Hands or Both Feet                       | \$200,000          | \$20,000                       |
| Loss of Use of Both Arms or Both Legs                        | \$200,000          | \$20,000                       |
| Loss of Use of One Arm and One Leg                           | \$200,000          | \$20,000                       |
| Loss of Use of One Arm or One Leg                            | \$200,000          | \$20,000                       |
| Loss of Use of One Hand or One Foot                          | \$200,000          | \$20,000                       |
| Quadriplegia   | \$200,000          | \$20,000                       |
| Paraplegia   | \$200,000          | \$20,000                       |
| Hemiplegia   | \$200,000          | \$20,000                       |
| Total Disability   | \$200,000          | \$20,000                       |

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 individual Insured Person as the result of any one accident.

In the event of multiple Losses per Account arising from any one accident, Our total liability for all such Losses will be limited to \$300,000. 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.

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

#### **Exposure and Disappearance**

If by reason of an accident covered by 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 months after the date of disappearance as the result of the sinking or wrecking of a Rental Car in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from Accidental Bodily Injury.

#### **Beneficiary**

Any loss of life benefit payable under this Certificate of Insurance with respect to an Insured Person will be paid to the estate of the Insured Person, unless a beneficiary designation has been filed with Allianz Global Assistance. All other benefits are payable to the Insured Person who has suffered the Loss.

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

**Insured Person** means the Primary Cardholder, his/her Spouse and Dependent Child(ren), or a person employed in Canada by the same employer as the Primary Cardholder travelling with the Primary Cardholder who has rented the Rental Car.

#### **Coverage Benefits**

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

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

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

## 4.1.4 CAR RENTAL BENEFITS LIMITATIONS AND EXCLUSIONS

### 4.1.4.1 GENERAL CAR RENTAL BENEFITS LIMITATIONS AND EXCLUSIONS

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

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

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

**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;

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

**Intentional Acts** – damage due to intentional acts;

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

**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;

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

**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;

**Disease** – bodily or mental infirmity, sickness, illness, or disease of any kind;

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

**Suicide** – suicide, attempted suicide or self-inflicted Injury;

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

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

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

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

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

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

**Seizure or destruction** – seizure or destruction under a quarantine or customs regulation;

**Trip Advisory** – any expenses incurred, if You choose to travel to a country, region or city, if before Your scheduled departure date, a formal Travel Advisory was issued;

**Contamination** – contamination or poisoning by nuclear and/or chemical and/or biological substances;

**Financial collapse or default** of any transport, tour or accommodation provider;

**Epidemic or pandemic** – damage caused by an epidemic or pandemic during the coverage period;

**Sanctions** – any business or activity that would violate any applicable national economic or trade sanction law or regulations.

In addition, these limitations and exclusions apply:

1. This coverage does not apply to Rental Cars when Your rental period is more than thirty-one consecutive days, or Your rental period is extended for more than thirty-one days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or other vehicles.
2. This coverage does not apply to rental vehicles used to transport property or passengers for hire or compensation.
3. Vehicles which belong to the following categories are not covered:
  - vans (except as defined below);
  - trucks (including pick-ups) or any vehicle that can be spontaneously reconfigured into a pickup truck;
  - campers or trailers;
  - vehicles towing or propelling trailers or any other object;
  - off-road vehicles (Sport Utility Vehicles are covered, provided they are not used as off-road vehicles, are driven on maintained roads and do not have an open cargo bed);
  - motorcycles, mopeds or motorbikes;
  - expensive or exotic vehicles;
  - antique vehicles;
  - recreational vehicles or vehicles not licensed for road use; and
  - leased vehicles, with buyback guarantee.

Vans are covered provided that they:

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

Antique vehicles are ones which are over twenty years old or when their model has not been manufactured for ten years or more.

Limousines are not covered. However, standard production models of these vehicles that are not used as limousines are not excluded provided that they are valued at less than \$85,000.

Trucks are not covered. However, if the car rental agency provides You with a truck because the rental agency runs out of vehicles which are covered under this individual Certificate of insurance and which are not otherwise excluded from coverage, then that truck will be covered.

#### **4.1.4.2 COLLISION DAMAGE WAIVER (CDW) BENEFITS LIMITATIONS AND EXCLUSIONS**

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

1. There is a lifetime CDW benefits cumulative limit of \$85,000 per Account.
2. There is no coverage for additional rental fees charged by the rental agency for a replacement vehicle if required by You for the remainder of the original rental period.
3. This coverage will not pay for the cost of any insurance offered by or purchased through the car rental company, even if such cost is mandatory or included in the price of the vehicle rental.

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

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

1. Personal Effects do not include money (whether paper or coin), tickets, consumable or perishable goods, bullion, banknotes, negotiable instruments or other numismatic property.
2. Benefits are not paid if loss results from Mysterious Disappearance.
3. Reasonable effort must have been made by the Insured Person to protect their Personal Effects (e.g. locking Your Personal Effects in the trunk of the Rental Car instead of the front or back seat). If claiming as a result of theft, evidence of forcible entry into the vehicle while all its doors, windows and other openings are closed and locked must be submitted.
4. Personal Effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Insured Person in respect of the item subject to the claim. We will be liable only for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance and this "non-contribution" shall supersede despite any "non-contribution provision" in other insurance indemnity or protection policies or contracts.

#### **4.2 TRIP, MEDICAL AND LEGAL ASSISTANCE SERVICES**

##### **Coverage Eligibility**

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

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

##### **4.2.1 TRIP ASSISTANCE SERVICES**

##### **Coverage Benefits**

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

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

## **2. Lost Documents and Ticket Replacements**

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

## **3. Lost Luggage Assistance**

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

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

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

## **5. Consulate and Embassy Information**

You can call Allianz Global Assistance to obtain the address and telephone number of the Canadian consulate or embassy nearest Your location.

## **6. Emergency Message Transmission**

In emergency situations, Allianz Global Assistance will arrange the transmission of important messages to Your family or employer.

### **4.2.2 MEDICAL ASSISTANCE SERVICES**

#### **Coverage Benefits**

##### **1. Locating Medical Care/Medical Consultation**

Allianz Global Assistance will assist You in locating medical care providers or local sources of medical care referral.

##### **2. Medical Transportation Arrangements**

When ordered by a Physician, Allianz Global Assistance will arrange emergency medical transportation and treatment for You if You are ill or injured. When You are hospitalized, Allianz Global Assistance will arrange an escort and transportation home for stranded minor children and other travel companions. The cost of all such arrangements will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

##### **3. Repatriation of Mortal Remains**

If You die away from home, Allianz Global Assistance will help arrange the necessary services for repatriation of remains. The cost of the repatriation will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

#### **4. Family or Friend Transportation Arrangements**

If You are hospitalized while travelling, Allianz Global Assistance will assist Your family or friends with transportation arrangements to visit You. The cost of the transportation will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

#### **5. Prescription Drug Assistance**

When permitted by law and approved by the patient's Physician, Allianz Global Assistance will assist You in obtaining prescription drugs and other necessary personal medical items that may have been forgotten, lost or depleted while travelling. The cost of the drugs or medical items will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

#### **6. Air Ambulance Service**

In the case of a medical emergency, Allianz Global Assistance will coordinate Your transportation by air ambulance and ensure that a licensed and trained medical team will accompany each emergency trip. The cost of the air ambulance will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

#### **7. Vehicle Return Service**

Should You become physically incapacitated and Your vehicle stranded during travel, Allianz Global Assistance will arrange for the return of the stranded vehicle to Your home. The cost of returning the vehicle will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

### **4.2.3 LEGAL ASSISTANCE SERVICES**

#### **Coverage Benefits**

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

## 4.3 UNEXPECTED RETURN HOME BENEFITS

### 4.3.1 COVERAGE PERIOD AND BENEFITS

#### Coverage Eligibility

Unexpected Return Home coverage applies when the Primary Cardholder charges the entire or partial cost of the Trip to the Account prior to departure or pays for the entire or partial cost of the Trip with points earned through a Commercial Mastercard reward program prior to departure (provided the Account is active and in Good Standing).

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

#### Coverage Period

Coverage begins at the time of Your departure from Your province/territory of residence. Coverage ends at the time You return to Your province/territory of residence.

#### Coverage Benefits

In the event of the death of an Immediate Family Member while You are on a Trip, We will reimburse the Primary Cardholder for the lesser of the additional charges to change Your Ticket or to purchase a oneway economy fare, by the most cost-effective route, on a Common Carrier to return to Your original point of departure up to a maximum of \$2,000 per Insured Person per Trip.

You must call the Operations Centre for help in making the necessary arrangements; failure to do so may result in Your claim being delayed or denied.

### 4.3.2 UNEXPECTED RETURN HOME LIMITATIONS AND EXCLUSIONS

This insurance does not cover certain risks. We will not pay any of the Unexpected Return Home Benefits if a claim is directly or indirectly a result of one or more of the following:

**Intentional Acts** – Loss due to intentional acts of the Insured Person; or

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

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

**Suicide** – suicide, attempted suicide or self-inflicted injury; or

**Criminal Offence** – the Insured Person committing or attempting to commit a criminal offence, or committing or provoking an assault; or

**War or Insurrection** – declared or undeclared war, or any act of war, riot or insurrection; or service in the armed forces of any country or international organization; or

**Contamination** – contamination or poisoning by nuclear and/or chemical and/or biological substances.

#### **4.4 FLIGHT DELAY BENEFITS**

##### **4.4.1 COVERAGE PERIOD AND BENEFITS**

###### **Coverage Eligibility**

Flight Delay coverage applies when the Primary Cardholder charges the entire cost of the airline ticket to the Account or pays for the entire cost of the airline ticket with points earned through a Commercial Mastercard reward program (provided the Account is active and in Good Standing).

**Insured Person** means:

- any person named on an airline ticket purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward Program and who travels on a regular, special or chartered flight by a scheduled airline; or on a published, regularly scheduled flight by a chartered airline;
- any non ticketed infant up to two years of age provided that the infant is endorsed on a ticket and the ticket is purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward program.

###### **Coverage Period**

Coverage begins at the scheduled departure time shown on Your airline ticket. Coverage ends upon arrival at Your destination.

###### **Coverage Benefits**

Flight Delay Benefits will reimburse You up to \$500 per insured for reasonable meal and living accommodation expenses (including ground travel immediately to or from the airport) in the event of a delay of more than four hours in the arrival or departure of Your regularly scheduled airline flight. Expenses must be incurred by You as a result of the delay. You will be required to submit original, itemized receipts for any expense that You incur in this regard.

**Please see section 4.4.2 for applicable limitations and exclusions.**

#### **4.4.2 FLIGHT DELAY BENEFITS LIMITATIONS AND EXCLUSIONS**

This insurance does not apply when the flight delay is due to:

- mechanical breakdown of the aircraft;
- air traffic delays caused by congestion in the skies;
- any criminal act by the Insured Person.

This insurance does not provide any cover for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

There is no coverage for any expenses incurred, if You choose to travel to a country, region or city, if before Your scheduled departure date, a formal Travel Advisory was issued.

Flight Delay insurance does not cover prepaid expenses.

#### **4.5 LOST OR STOLEN BAGGAGE BENEFITS**

##### **4.5.1 COVERAGE PERIOD AND BENEFITS**

###### **Coverage Eligibility**

Lost or Stolen Baggage coverage applies when the Primary Cardholder charges the entire cost of the passenger fare(s) to the Account or pays for the entire cost of the passenger fare(s) with points earned through a Commercial Mastercard reward program (provided the Account is active and in Good Standing).

**Insured Person** means:

- any person named on a Common Carrier ticket purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward Program;
- any non ticketed infant up to two years of age provided that the infant is endorsed on a ticket and the ticket is purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward Program.

###### **Coverage Period**

Coverage begins when the baggage is checked in or carried on to the Common Carrier by You (includes curbside check in with facility designated personnel). Coverage ends each time You regain possession of the baggage from, or carry the baggage off of, the Common Carrier.

Coverage is available worldwide.

###### **Coverage Benefits**

Lost or Stolen Baggage insurance will reimburse You for covered damage on an excess basis over and above any amount due from any other valid and collectible insurance or any other form of reimbursement payable by those responsible for the loss or the Common Carrier. Covered damages are those amounts, up to \$500 per insured, of which no more than \$100 will apply to all jewellery (including watches) and no more than \$250 will apply to golf clubs (including bags), actually spent to repair or replace

Checked or Carry-On Baggage and personal property contained therein which suffers direct physical loss, theft or damage. Reimbursement is based on actual replacement or repair cost of any lost, stolen, or damaged article without deduction for depreciation, provided that the article is actually replaced or repaired; otherwise, payment is based on the Actual Cash Value of the article.

#### **4.5.2 LOST OR STOLEN BAGGAGE BENEFITS LIMITATIONS AND EXCLUSIONS**

This insurance does not cover:

- loss of baggage or personal property lost, stolen or damaged during commutation travel;
- loss, damage, or theft of business property;
- losses resulting from any intentional dishonest, fraudulent, or criminal act of the Insured Person;
- loss resulting from forgery;
- loss resulting from hostility of any kind (including declared war, undeclared war, invasion, rebellion, riot, civil commotion, or insurrection) or confiscation by authorities;
- loss due to nuclear reaction or radioactive contamination;
- sporting equipment, unless checked with the Common Carrier and for which a claim check has been provided by the Common Carrier;
- animals; perishables; cameras and accessory equipment; eye glasses and contact lenses; prosthetic devices including dentures and hearing aids; keys, travellers cheques, tickets of any kind, negotiable instruments, valuable papers and documents; credit cards and debit cards; securities; cash or its equivalent, visas or other documents (travel or otherwise); art objects; furs; electronic equipment; business items; bullion, rare or precious coins, philatelic or numismatic property; precious or semi-precious metals, stones or gems other than that contained in items of personal jewellery owned by You; household furniture; motor vehicles, boats or watercraft or aircraft or parts for such conveyances;
- property shipped prior to Your trip;
- defective material or workmanship, ordinary wear and tear or normal deterioration;
- confiscation, expropriation or detention by any government, public authority, customs or other officials;
- losses not reported within the time period provided, as stipulated in the claim filing procedures;
- any loss where You have not complied with the Common Carrier claim reporting procedures;

- any loss where the Common Carrier completely denies a claim for Checked and/or Carry-On Baggage;
- any loss where the Common Carrier pays the claim in full or repairs the damage.

## **4.6. BAGGAGE DELAY BENEFITS**

### **4.6.1 COVERAGE PERIOD AND BENEFITS**

#### **Coverage Eligibility**

Baggage Delay coverage applies when the Primary Cardholder charges the entire cost of the passenger fare(s) to the Account or pays for the entire cost of the passenger fare(s) with points earned through a Commercial Mastercard reward program (provided the Account is active and in Good Standing).

**Insured Person** means:

- any person named on a Common Carrier ticket purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward Program;
- any non ticketed infant up to two years of age provided that the infant is endorsed on a ticket and the ticket is purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward Program.

#### **Coverage Period**

Coverage begins when the baggage is checked in with the Common Carrier by You (includes curbside check-in with facility designated personnel). Coverage ends when the baggage is checked out from the Common Carrier by You (this includes curbside check-out with facility designated personnel).

#### **Coverage Benefits**

Baggage Delay insurance will reimburse You up to \$500 towards the cost of replacing, on an emergency basis, necessary clothing and personal hygiene articles and/or business effects contained in Your Checked Baggage. There is a maximum of two claims per Account per twelve month period. Coverage is in excess of any compensation provided by the Common Carrier.

Benefits will be paid only if the Checked Baggage was unavoidably delayed by the Common Carrier while in the custody of the Common Carrier and is not delivered to You within six hours of Your arrival at Your scheduled destination.

#### **4.6.2 BAGGAGE DELAY BENEFITS LIMITATIONS AND EXCLUSIONS**

This insurance does not cover:

- plants and animals;
- automobiles and their equipment, motorcycles, gasoline, and electrical free-standing motors;
- keys, travelers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, philatelic or numismatic property, cash or its equivalent, visas or other documents (travel or otherwise);
- property shipped as freight or shipped prior to Your trip departure;
- computers, computer related equipment, printers;
- rugs, cameras, radios, sporting equipment, art objects, cellular phones, household furniture;
- purchases related to the delayed baggage that were made after the return of the baggage;
- purchases related to the delayed baggage that were made more than ninety-six hours after the arrival of the Common Carrier at Your scheduled destination;
- losses resulting from confiscation, expropriation, or detention by any government, public authority, customs or other officials;
- losses resulting from war (whether war is declared or not), invasion, act of foreign enemy, hostilities, civil rebellion, revolution, insurrection or military seizure of power;
- losses resulting from contamination by nuclear fuel or waste or contamination from the combustion of nuclear fuels;
- items specifically identified or described in and/or insured under any other insurance policy;
- items not contained in delayed Checked Baggage;
- any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations; or
- any expenses incurred, if You choose to travel to a country, region or city, if before Your scheduled departure date, a formal Travel Advisory was issued.

## 4.7 HOTEL/MOTEL BURGLARY BENEFITS

### 4.7.1 COVERAGE PERIOD AND BENEFITS

#### Coverage Eligibility

Hotel/Motel Burglary coverage applies when the Primary Cardholder charges the entire cost of the hotel or motel accommodations to the Account or paid through the redemption of loyalty points earned under the Commercial Mastercard reward program.

**Insured Person** means the Primary Cardholder, the Primary Cardholder's Spouse, his/her Dependent Child or a person employed in Canada by the same employer as the Primary Cardholder who is travelling with the Primary Cardholder.

#### Coverage Period

Coverage begins at the time of Your registration at the hotel or motel. Coverage ends at Check-Out. Coverage is available worldwide.

#### Coverage Benefits

Hotel/Motel Burglary insurance will reimburse You for amounts, up to \$500 per incident, actually spent to replace Your personal property that was lost as a result of a Burglary from Your hotel or motel room. Reimbursement will be on an Actual Cash Value basis. Coverage is secondary and limited to amounts in excess of any other applicable insurance or coverage available to You, including benefits provided by the hotel/motel company (including, but not limited, to goodwill payments, refunds, credit/vouchers).

### 4.7.2 HOTEL/MOTEL BURGLARY BENEFITS LIMITATIONS AND EXCLUSIONS

This insurance does not cover:

- losses resulting from any intentional dishonest, fraudulent, or criminal act of the Insured Person;
- loss resulting from hostility of any kind (including, but not limited to declared war, undeclared war, invasion, terrorism, rebellion, riot, civil commotion, or insurrection, military or usurped power);
- confiscation, expropriation or detention by any government, public authority, customs or other officials;
- loss due to nuclear reaction or radioactive contamination;
- personal property lost if contained in the hotel or motel safety deposit box;
- loss, damage, or theft of business property;
- animals; perishables; sport equipment; cameras and accessory equipment; eye glasses and contact lenses; prosthetic devices including dentures and hearing aids; deeds, keys, travel checks, tickets of any kind, negotiable instruments, valuable papers and documents; credit cards and debit cards; securities; cash or its equivalent, visas or other documents (travel or otherwise); art objects; furs, electronic equipment; business items; bullion,

rare or precious coins, philatelic or numismatic property; precious or semi-precious metals, stones or gems other than that contained in items of personal jewellery owned by You; household furniture; motor vehicles, boats or watercraft or aircraft or parts for such conveyances;

- items specifically identified or described in and insured under any other insurance policy;
- any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations; or
- any expenses incurred, if You choose to travel to a country, region or city, if before Your scheduled departure date, a formal Travel Advisory was issued.

## **4.8 COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

### **4.8.1 COVERAGE PERIOD AND BENEFITS**

#### **Coverage Eligibility**

Common Carrier Accidental Death and Dismemberment coverage applies when the Primary Cardholder charges the entire cost of the Common Carrier passenger fare to the Account or pays for the entire cost of the Common Carrier passenger fare with points earned through a Commercial Mastercard reward program (provided the Account is active and in Good Standing).

#### **Coverage Period**

If the entire cost of Your Common Carrier passenger fare has been charged to the Primary Cardholder's Account or the entire cost of the Common Carrier passenger fare has been paid for with points earned through a Commercial Mastercard reward program (and the Account is active and in Good Standing) prior to departure for the airport, terminal or station, coverage is also provided a) for Common Carrier travel (including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge), immediately preceding Your departure, directly to the airport, terminal or station, b) while at the airport, terminal or station, and c) for Common Carrier travel immediately following Your arrival at the airport, terminal or station of Your destination. If the entire cost of the passenger fare has not been charged prior to Your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel passenger fare is charged to the Primary Cardholder's Account.

**Insured Person** means:

- any person named on a Common Carrier ticket purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward Program;

- any non ticketed infant up to two years of age provided that the infant is endorsed on a ticket and the ticket is purchased with Your Commercial Mastercard or paid through the redemption of loyalty points earned under the Commercial Mastercard reward program.

**Benefit Amount** means the Loss amount set out in this Certificate of Insurance applicable at the time the entire cost of the passenger fare(s), less redeemable certificates, vouchers, coupons or free flights awarded from frequent flyer programs, is charged to the Account.

### Coverage Benefits

Common Carrier Accidental Death and Dismemberment Insurance covers up to \$500,000 for an Insured Person who suffers a Loss, arising as a result of an Accidental Bodily Injury to the Insured Person while riding as a passenger in, entering or exiting any licensed Common Carrier.



|  | Loss Benefit Amount |
|--|---------------------|
| Loss of Life   | \$500,000           |
| Loss of Both Hands or Feet                                   | \$500,000           |
| Loss of One Hand and One Foot                                | \$500,000           |
| Loss of One Hand or One Foot and the Entire Sight of One Eye | \$500,000           |
| Loss of Entire Sight of Both Eyes                            | \$500,000           |
| Loss of Speech and Hearing                                   | \$500,000           |
| Loss of One Arm or One Leg                                   | \$375,000           |
| Loss of One Hand or One Foot                                 | \$250,000           |
| Loss of Entire Sight of One Eye                              | \$250,000           |
| Loss of Speech   | \$250,000           |
| Loss of Hearing  | \$250,000           |
| Loss of Thumb and Index Finger on the Same Hand              | \$125,000           |
| Loss of Use of Both Hands or Both Feet                       | \$500,000           |
| Loss of Use of Both Arms or Both Legs                        | \$500,000           |
| Loss of Use of One Arm and One Leg                           | \$500,000           |
| Loss of Use of One Arm or One Leg                            | \$500,000           |
| Loss of Use of One Hand or One Foot                          | \$500,000           |
| Quadriplegia   | \$500,000           |
| Paraplegia   | \$500,000           |
| Hemiplegia   | \$500,000           |
| Total Disability   | \$500,000           |

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 individual Insured Person as the result of any one accident.

In the event of multiple Losses per Account arising from any one accident, Our total liability for all such Losses will be limited to a maximum limit of insurance equal to three times the applicable Benefit Amount for loss of life. 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.

### **Exposure and Disappearance**

If by reason of an accident covered by 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 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.

### **Beneficiary**

Any loss of life benefit payable under this Certificate of Insurance with respect to an Insured Person will be paid to the estate of the Insured Person, unless a beneficiary designation has been filed with Allianz Global Assistance. All other benefits are payable to the Insured Person who has suffered the Loss.

## **4.8.2 COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT LIMITATIONS AND EXCLUSIONS**

This insurance does not cover certain risks. We will not pay any of the Common Carrier Accidental Death and Dismemberment Benefits if a claim is directly or indirectly a result of one or more of the following:

**Intentional Acts** – Loss due to intentional acts of the Insured Person; or

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

**Disease** – sickness, illness, bodily or mental infirmity or disease of any kind; or

**Medical Complications** – medical or surgical treatment or

complications arising therefrom, except when required as a direct result of an Accidental Bodily Injury; or

**Suicide** – suicide, attempted suicide or self-inflicted injury; or

**Criminal Offence** – the Insured Person committing or attempting to commit a criminal offence, or committing or provoking an assault; or

**War or Insurrection** – declared or undeclared war, or any act of war, riot or insurrection; or service in the armed forces of any country or international organization; or

**Contamination** – contamination or poisoning by nuclear and/or chemical and/or biological substances; or

**Sanctions** – any business or activity that would violate any applicable national economic or trade sanction law or regulations; or

**Trip Advisory** – any expenses incurred, if You choose to travel to a country, region or city, if before Your scheduled departure date, a formal Travel Advisory was issued.

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

**The following applies only if you reside outside of Quebec:**

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

## 5. CONDITIONS

1. **Due Diligence:** The Primary Cardholder and any Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
2. **False Claim:** If a Primary Cardholder or Insured Person makes any claim knowing it to be false or fraudulent in any respect, coverage under this Certificate of Insurance shall cease and there shall be no payment of any claim made under this Certificate of Insurance or the Policy.

3. **Subrogation:** In the event of a payment under this Certificate of Insurance, We have the right to proceed in the name of any Insured Person against third parties who may be responsible for giving rise to a claim under this insurance. We have full rights of subrogation. The Insured Person will execute and deliver such documents, and fully cooperate with Us, so as to allow Us to fully assert Our right to subrogation. The Insured Person will not do anything after the loss to prejudice such rights.
4. You must repay to Us amounts paid or authorized for payment on Your behalf if We later determine the amount is not payable under this insurance.
5. **Cooperation:** You agree to cooperate fully with Us, and as a condition precedent to the payment of benefits, the Operations Centre reserves the right to obtain all pertinent records or information from any 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.
6. **Physical Examination:** The Operations Centre has the right to investigate the circumstances of loss and to require a medical examination; and in the event of death to require an autopsy at the cost of the Insurer, if not prohibited by law.

## 6. GENERAL PROVISIONS

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 this Certificate of Insurance will be paid within sixty days of receipt of satisfactory proof of loss. Payment made in good faith will discharge Us to the extent of this claim.
3. **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*.

4. You, Your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Certificate of Insurance was issued and at a venue We and/or Allianz Global Assistance choose.
5. **Waiver:** Notwithstanding anything to the contrary, no provision of this 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 Law:** The benefits, terms and conditions of this Certificate of Insurance shall be governed by the insurance laws of the province or territory in Canada where the Insured Person normally resides.
7. **Conflict with Laws:** Any provision of this Certificate of Insurance, which is in conflict with any federal, provincial or territorial law of the Insured Person's place of residence, is hereby amended to conform to the minimum requirements of that law.
8. **Salvage:** The insurer has the right to request salvage in respect of any loss in respect of which a claim is made under coverage provided by the insurer hereunder. If salvage is requested, it must be remitted to the insurer at the Insured Person's expense. Failure to remit requested salvage may result in denial of the claim.

## 7. NOTICE OF CLAIM AND FILING A CLAIM

### 7.1 NOTICE OF CLAIM

You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty days from the date the claim arises. The Operations Centre must be provided by You or someone acting on Your behalf with satisfactory proof of loss no later than ninety days from the date the claim arises.

Satisfactory proof of loss means proof satisfactory to Us of:

- the departure date;
- the loss, expense or service for which benefits are being claimed (original itemized receipts);
- the claimant's age; and
- the right of the claimant to receive payment;

Satisfactory proof of loss specific to Car Rental Benefits:

- the occurrence of the Accidental Bodily Injury, the theft of or damage to the Rental Car, or the death of You or an Insured Person;
- the cause or nature of the event resulting in the Accidental Bodily Injury, the theft of or damage to the Rental Car, or the death of You or an Insured Person;

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 year from the date of the event for which benefits are being claimed. Failure to provide the requested documentation to substantiate Your claim under this Certificate of Insurance will invalidate Your claim.

## **7.2 FILING A CLAIM**

Please contact Us at 1-877-704-0341 or 1-519-741-0782 or visit [www.allianzassistanceclaims.ca](http://www.allianzassistanceclaims.ca) to obtain a claim form.

This insurance will not pay for any interest.

Completed claim forms should be returned to Allianz Global Assistance within ninety days from the date of the Loss.

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

### **1. General Documentation**

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

### **2. Collision Damage Waiver (CDW) Benefits**

- A copy of the original police report when the resulting loss from damage or theft was over \$500.
- The original front and back pages of the opened and closed-out original Rental Car Agreement.
- An itemized statement of repairs for the rental vehicle (unless Our representative has seen the car).
- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the Rental Car.

### **3. Car Rental Accidental Death & Dismemberment Benefits**

- Certified death certificate.
- Medical records pertaining to the accident.
- Police report or any other accident reports filed.
- Original Rental Car Agreement.
- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the Rental Car.

#### **4. Car Rental Personal Effects Benefits**

- Original police report or other report to local authorities.
- An itemization and description of the stolen or damaged items and their estimated value.
- A copy of the receipts, credit card statements, or cancelled cheques for the personal property stolen or damaged.
- Estimate of repairs, if applicable.
- Photo of the damaged item, if applicable.
- Declaration page from any other applicable insurance or a notarized statement that an Insured Person has no other insurance.
- Original Rental Car Agreement.
- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the Rental Car.

#### **5. Unexpected Return Home Benefits**

- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the Trip.
- A copy of the Immediate Family Member's death certificate.

#### **6. Flight Delay Benefits**

- Original police, airline or other report that verifies the cause and duration of the delay.
- Original, itemized receipts.
- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the airline ticket.

#### **7. Lost or Stolen Baggage Benefits**

- Original claim determination from the Common Carrier, if applicable.
- Original police report or other report of local authorities.
- Original receipts and list of stolen, lost or damaged items.
- Statement of loss providing amount of loss, date, time and cause of loss.
- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the Common Carrier.

#### **8. Baggage Delay Benefits**

- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the Common Carrier fare.
- Copy of the delayed Checked Baggage report or property irregularity report that was submitted to the Common Carrier prior to leaving the terminal premises.
- The result of any settlement by the Common Carrier.
- Receipts for covered purchases.

## 9. Hotel/ Motel Burglary Benefits

- A copy of an Insured Person's monthly billing or rewards points statement reflecting the hotel or motel rental transaction.
- The police report.
- The initial claim report submitted to the hotel or motel.
- Proof of submission of the loss to and the results of any settlement by the hotel or motel.
- Proof of submission of the loss to and the results of any settlement or denial by Your personal insurance carrier(s).
- If no other insurance is applicable, a notarized statement from You to that effect.
- Evidence that the personal property has actually been replaced.
- Any other documentation We may request.

## 10. Common Carrier Accidental Death and Dismemberment Benefits

- A copy of an Insured Person's monthly billing or rewards points statement reflecting the charge for the Common Carrier fare.
- Certified death certificate.
- Medical records pertaining to the accident.
- Police report or any other accident reports filed.

## 8. PROTECTING YOUR PERSONAL INFORMATION

### Protecting your personal information

Protecting Your personal information is a top priority. This Privacy 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.

Allianz Global Risks US Insurance Company (Canadian Branch) (the "insurer") and the insurer's insurance administrator, Allianz Global Assistance "the group policyholder", and the insurer's agents, representatives and reinsurers (for the purpose of this Privacy 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, 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](mailto: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](mailto:privacy@allianz-assistance.ca) or by writing to:

Privacy Officer

Allianz Global Assistance

4273 King Street East, Kitchener, ON N2P 2E9

### **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](mailto:privacy@allianz-assistance.ca).

For a complete copy of Our Privacy Policy please visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca).

### **CONTACT INFORMATION**

ALLIANZ GLOBAL ASSISTANCE

Please contact Allianz Global Assistance with any questions or claims.

Toll-free: 1-877-704-0341 (In Canada & U.S.)

### **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](http://www.allianz-assistance.ca).

### **BEFORE YOU TRAVEL**

It is important that You understand what is and isn't covered under your coverage.

Read Your Certificate of Insurance carefully for complete coverage details.

We're available 24/7 to answer your questions.

Call 1-877-704-0341 or collect 1-519-741-0782.





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**BMO**  **Financial Group**

We're here to help.™

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