

Extended Warranty and
Purchase Protection
Certificate of Insurance

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.

Coverage under this Certificate of Insurance is secondary to any insurance under which an eligible item is otherwise insured in whole or in part (Please refer to section 3.3.3 of this Certificate of Insurance).

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. FC310000-A (the "Policy"), effective April 1, 2023, issued to Bank of Montreal (the "Policyholder", "BMO"). The Insured Person and any claimant under this insurance may request a copy of the Policy subject to certain access restrictions. The insurance described in this Certificate of Insurance is for eligible BMO Business Mastercard Cardholders whose Accounts are in Good Standing and (referred to herein as "You" or "Your"). This Insurance is administered by Allianz Global Assistance through the Operations Centre.

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 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 or policy 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.

1 Definitions

Account means the Cardholder's Mastercard Account, which is in Good Standing with BMO.

Business Property means tangible, movable items charged to the Mastercard Account and used for business purposes only.

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

Certificate of Insurance means a summary of the benefits provided to You under the Policy issued to BMO.

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

Gift(s) means the voluntary transfer of tangible moveable property without consideration.

Good Standing means being in full compliance with all of the provisions of the cardholder agreement (as determined at BMO's sole discretion) in force between the Cardholder and BMO.

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

Mastercard or Mastercard Card means a BMO Business Mastercard Card issued by BMO.

Mysterious Disappearance means when the article of property including Business 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.

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

Purchase Price means the full cost of an item (including taxes) evidenced by a receipt and charged to the Mastercard Account. Items obtained through the redemption of loyalty points earned under the Mastercard reward program are covered.

We, Our, Us means CUMIS General Insurance Company, a member of The Co-operators group of companies.

You or Your the Insured Person.

2 Certificate effective and termination date

Except as otherwise stated herein, this Certificate of Insurance is effective on the date BMO receives and approves the application of the Cardholder for a Mastercard Card which includes the benefits described in this Certificate of Insurance as a feature of their Mastercard Card.

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

1. the date You are no longer eligible to participate;
2. the date the eligible Account is defined as ineligible by BMO;
3. the date BMO ceases to pay premium; or
4. the date the Policy is terminated.

3 Benefits – coverage period and description of coverages

3.1 PURCHASE PROTECTION BENEFITS

Insured Person means the Cardholder.

Coverage Eligibility

The following benefits apply when You charge the full Purchase Price of any items including Business Property or Gift items to Your Account. Items obtained through the redemption of loyalty points earned under the Mastercard reward program are covered.

Coverage Period

Most items are automatically covered for ninety (90) days from the date of purchase, subject to the terms and conditions of this Certificate of Insurance. There is no registration of the item required.

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 Our discretion.

The overall lifetime maximum of applicable coverage for both Purchase Protection and Extended Warranty is \$60,000 per Account.

Please see section 3.3 for applicable exclusions and limitations to this coverage.

3.2 EXTENDED WARRANTY BENEFITS

Insured Person means the Cardholder.

Coverage Eligibility

The following benefits apply when You charge the full Purchase Price of an item including Business Property or Gift items to Your Account. 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 years, in which case You must register the item with the Operations Centre within one year of the date of purchase. Items obtained through the redemption of loyalty points earned under the Mastercard reward program are covered.

Coverage Benefits

This insurance provides for an extension of the original manufacturer's warranty up to a maximum extension of one year. We will reimburse You, at Our 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 coverage for both Extended Warranty and Purchase Protection is \$60,000 per Account.

Please refer to section 3.3 for applicable exclusions and limitations.

3.3 EXCLUSIONS AND LIMITATIONS

3.3.1 PURCHASE PROTECTION EXCLUSIONS AND LIMITATIONS

In addition to the General Exclusions and Limitations (see section 3.3.3) these specific exclusions and limitations apply to Purchase Protection benefits.

1. The following items are not covered:
 - a) traveler's cheques, money (paper or coin), tickets, documents, bullion, banknotes, negotiable instruments or other numismatic property;
 - b) animals, fish, birds or living plants;
 - c) consumable and/or perishable goods;
 - d) mail order purchases or purchases made from an online site, until delivered and accepted by You in perfect condition;
 - e) golf balls;
 - f) used and/or pre-owned items, newly purchased items that have been rebuilt, refurbished or returned and re-sold;

- g) automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, 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) jewelry, gems, watches and furs or garments trimmed with fur stored in baggage unless such baggage is hand carried under Your personal supervision;
 - i) property illegally acquired, kept, or stored or property seized or confiscated for breach of any law or by order of any public authority;
 - j) items left behind.
2. 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.
 3. 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.
 4. You will be entitled to receive no more than the original Purchase Price (including taxes) of the covered item as recorded on the Mastercard sales receipt.

3.3.2 EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

In addition to the General Exclusions and Limitations (see section 3.3.3) these specific exclusions and limitations apply to Extended Warranty benefits.

1. Extended Warranty benefits end automatically when the original manufacturer ceases to carry on business for any reason whatsoever.
2. The following items are not covered:
 - a) used and/or pre-owned items, newly purchased items that have been rebuilt, refurbished or returned and re-sold;
 - b) automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, 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; and

- c) items with a lifetime warranty.
3. 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.

Please 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.

3.3.3 GENERAL EXCLUSIONS AND LIMITATIONS

1. Claims resulting from the following are not covered:
- a) fraud;
 - b) abuse;
 - c) hostilities of any kind (including but not limited to war, invasion, rebellion, insurrection);
 - d) confiscation by authorities, risks of contraband, illegal activities;
 - e) delay, loss of use, or consequential damages;
 - f) normal wear and tear, gradual deterioration;
 - g) loss or damage while undergoing any installation process or while being worked on, where damage results from such installation process or work;
 - h) insects or vermin;
 - i) flood, earthquake, radioactive contamination;
 - j) 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) loss or damage to sports equipment and/or goods due to the use thereof;
 - l) Mysterious Disappearance;
 - m) inherent product defects;
 - n) one of a kind items that cannot be replaced;
 - o) theft by the Cardholder or the Cardholder's business associates;
 - p) products purchased with an unconditional guarantee; and

- q) theft from a vehicle, place of business, or residence when evidence of forcible entry is not apparent regardless of whether or not all entry points were locked.
- 2. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages, attorney's fees and other ancillary costs are not covered.

4 Conditions

1. **Due Diligence:** The Cardholder or 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. Reasonable efforts must have been made by the Insured Person to protect their property including Business Property (e.g. Store Your Property in the locked trunk of a vehicle, not inside where visible).
2. **False Claim:** If a Cardholder or Insured Person makes any claim knowing it to be false or fraudulent in any respect, this Certificate of Insurance shall cease and there shall be no payment of any claim made under this Certificate of Insurance.
3. In the event of a payment under this Certificate of Insurance, We have the right to proceed in the name of any Insured Persons 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. Original receipts, manufacturer's warranties and other documents described in this Certificate of Insurance must be presented by You to file a valid claim.
5. 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.
6. 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.
7. The overall lifetime maximum of applicable coverage for both Purchase Protection and Extended Warranty is \$60,000 per Account.
8. Eligible items that You give as a Gift are covered, however You, not the recipient, must make the claim for benefits.

9. No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. You shall not assign these benefits other than benefits for Gifts as expressly provided in this Certificate of Insurance.
10. 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.
11. You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty (30) days from the date the claim arises. The Operations Centre must be provided by You or someone acting on Your behalf with satisfactory proof of loss no later than ninety (90) days from the date the claim arises.

Satisfactory proof of loss means proof satisfactory to Us of:

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

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.

5 General provisions

1. All amounts stated in the Certificate of Insurance are in Canadian currency unless otherwise indicated.
2. **Payment of Benefits:** Benefits payable under this 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. **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*. In addition You, Your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Certificate of Insurance was issued and at a venue We and/or Allianz Global Assistance choose.
4. **Waiver:** Notwithstanding anything to the contrary, no provision of the Policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly stated in writing and signed by Us.
5. **Governing Law:** The benefits, terms and conditions of the Policy shall be governed by the insurance laws of the province or territory in Canada where the Insured Person normally resides.
6. **Conflict with Laws:** Any provision of the Policy, which is in conflict with any federal, provincial or territorial law of the Insured Person's place of residence, is hereby amended to conform to the minimum requirements of that law.
7. **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.

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. Please contact Us at 1-877-704-0341 or 1-519-741-0782 or visit www.allianzassistanceclaims.ca to obtain a claim form. This insurance will not pay for any interest.

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

1. **Purchase Protection**

- Your completed claim form.
- A copy of the original store receipt for the item purchased or obtained through the redemption of points.
- A copy of the Primary Cardholder's monthly billing statement reflecting the item purchased.
- Original police report or other report to local authorities.
- Estimate of repairs, if applicable.
- A copy of the original store receipt for the replacement item, if applicable.
- Photo of the damaged item, if applicable.
- Declaration page from any other applicable insurance or a notarized statement that the Cardholder has no other insurance.

2. **Extended Warranty**

- Your completed claim form.
- A copy of the original store receipt for the item purchased or obtained through the redemption of points.
- A copy of the Cardholder's monthly billing statement reflecting the item purchased.
- A copy of the manufacturer's original warranty valid in Canada.
- A copy of the repair bill or estimate from the manufacturer's authorized repair facility.
- A copy of the original store receipt for the replacement 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.

7 Protecting your personal information

Privacy Information Notice

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 personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about you
- records that reflect your business dealings with and through us.

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

holder or claimant. We may also use and disclose information from our existing files for the 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”).

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify Allianz Global Assistance. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Certificate of Insurance or Policy holder’s, insured’s or claimant’s file that we establish and maintain in the offices of Allianz Global Assistance. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

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.

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

700 Jamieson Parkway
Cambridge, ON
N3C 4N6

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

CONTACT INFORMATION

Administrator

Allianz Global Assistance

Please contact Allianz Global Assistance with any questions or claims.

700 Jamieson Parkway
Cambridge, ON N3C 4N6
Canada

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

Collect: 519-741-0782 (from elsewhere)

Insurer

CUMIS General Insurance Company

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151 North Service Road
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