

## General Conditions

*When applicable, the masculine gender implies the feminine and the singular implies the plural.*

### Article I – Definitions

#### Account

Means the Platinum card account in good standing of the cardholder with the financial institution.

#### CanAssistance

Means the person authorized by the Insurer to provide assistance services to covered persons.

#### Cardholder

Means any natural person ordinarily resident in Canada to whom the financial institution issues a Platinum card as principal or additional cardholder and whose account is in good standing.

#### Dependants

Means the spouse and dependent children of the cardholder.

#### Dependent child

Means a child of the cardholder, his spouse or both, over thirty (30) days old, who is dependent on the cardholder, who is not married, and who is:

- under twenty-one (21) years of age; or
- under twenty-five (25) years of age and attends a recognized college or university full time as a duly registered student; or
- physically or mentally handicapped.

A child who is not a Canadian resident, who is at least thirty (30) days old and in the process of being adopted by a Canadian resident is considered a dependent child upon completion of all required documents for adoption and once the appropriate authorities in the adoptee's country of origin definitively and irrevocably release the child into the physical, visual and exclusive care of the adoptive parents or of the person who will accompany the child until his arrival in Canada.

#### Financial institution

Means National Bank of Canada.

#### Good standing

Means being in full compliance with all of the provisions of the "Cardholder Agreement" in force between the cardholder and the financial institution, as amended from time to time.

#### Insurer

Means Canassurance Insurance Company.

#### Member of the immediate family of the covered person

Means the spouse, father, other and children (not necessarily dependent) of the covered person, his spouse or both.

#### Mysterious disappearance

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

#### Platinum Card

Means the Platinum MasterCard issued by the financial institution.

#### Spouse

Means the person legally married to the cardholder or the person whom the cardholder acknowledges publicly as his spouse and with whom the cardholder has been living permanently for over one (1) year. Following a separation of more than three (3) months or dissolution of the marriage by divorce, annulment or legal separation, this person will lose his status as spouse.

#### Ticket

Means evidence of fare paid for travel on a common carrier, at least a portion of the cost of which has been charged to the cardholder's account.

### Article II – Dollars & "\$"

All sums payable under this contract to or from the insurer shall be in the legal currency of Canada.

### Article III – Interest

No sum payable under this contract shall bear interest.

### Article IV – Claims

The insurance for the cardholder as well as his dependants, as the case may be, must be in force at the time an event leading to a claim occurs.

### Article V – Termination of coverage and assistance service

The coverage and assistance will automatically terminate on the next billing date after:

- a covered person for any reason ceases to fall within the description of a covered person;
- the account of the cardholder is not in good standing for any reason;
- the insurer or the financial institution or the service provider terminates the contract as provided therein;
- the cardholder requests the financial institution to cancel the account.

No claims incurred after such termination date will be paid.

### Article VI – Fraud or attempted fraud

This entire contract shall be void if, whether before or after a loss, a covered person has willfully concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of a covered person or a claimant. In such case, the insurer is freed of any liability stipulated in the contract and shall have the right to demand reimbursement of benefits paid. The same applies in the case of any fraud or attempted fraud by a covered person.

### Article VII – Subrogation

If the covered person shall acquire any right of action against any individual or legal entity for loss covered under this contract, the insurer shall be subrogated to all the covered person's right of recovery to the amount paid by the insurer. The covered person shall sign and deliver the necessary instruments and papers to this effect and do whatever is necessary to secure such rights.

### Article VIII – Police report

Where loss is due to theft, burglary, vandalism or disappearance, the covered person must notify the police upon discovery of the loss.

**Article IX – Criminal act**

No amount is payable by the insurer when a claim results from the fact that the covered person has committed or attempted to commit, directly or indirectly, a criminal act as defined by the Criminal Code or any other similar law of another country.

**Article X – Waivers**

The insurer and the service provider shall not be deemed to have waived any condition whatsoever of the contract, in whole or in part, unless such waiver is clearly expressed in writing and duly signed by a person authorized by the insurer or the service provider. The insurer's waiving to require any provision in the contract to be executed or observed must not be interpreted as the insurer's or the service provider's waiver to require any other provision to be carried out or observed.

**Article XI – Claim forms**

The insurer must provide the necessary documents to the cardholder so that he can act on the rights given by this contract.

**MEDICAL AND GENERAL ASSISTANCE****Article I – Definitions particular to this plan****Accident**

Means unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external cause of a violent nature and inflicting directly and independently of any other cause bodily injuries during the period of coverage.

**Covered person**

Means the cardholder, his spouse and their dependent children who accompany the cardholder on a trip.

**Trip**

Means occasional absence from the covered person's residence for the purpose of a vacation, leisure or business. The covered person must travel outside the province of residence.

**Article II – Conditions particular to this plan**

The services described and to be provided by CanAssistance are assistance services only, and are not insurance benefits. All payments and funds transfers (along with any other fees) will be charged to the cardholder's account, subject to the credit availability of the account.

Note: CanAssistance is not responsible for the availability or quality of medical and hospital care rendered or the unavailability of such care.

Assistance services may not be available in countries of political unrest and such other countries as CanAssistance determines to be unsafe.

**Article III – Information request**

CanAssistance is entitled to ask for any pertinent information which will enable it to properly identify the cardholder.

**Article IV – Purpose of coverage**

If, following an accident or sudden illness while on a trip outside your province of residence you need to consult a physician or require hospitalization, you can contact CanAssistance free of charge 24 hours

a day, 7 days a week. CanAssistance will make the necessary arrangements to:

- direct you to an appropriate clinic or hospital (and advance funds to the hospital if necessary, at your expense, if the balance on your account so allows);
- ensure follow-up of the medical file and communicate with the family doctor;
- coordinate the safe return home of dependent children if the parent is hospitalized, with all expenses charged to the cardholder's account (subject to credit availability);
- transmit urgent messages;
- coordinate claims if the covered person has Blue Cross Canassurance travel insurance;
- provide the services of an interpreter for emergency calls;
- settle formalities in the event of death;
- provide assistance in the event of loss or theft of identity papers (this service is limited to notifying the proper authorities);
- provide information about embassies and consulates;
- provide pre-trip information (about visas and vaccines);
- provide assistance on steps to take in order to make a claim with your provincial health care plan.

**Article V – Emergency cash transfer**

As a covered person, in the event of theft, loss or emergency while travelling outside your province of residence, you can call CanAssistance to obtain an emergency cash transfer which will be charged to the cardholder's account (subject to credit availability, to a maximum of \$5,000) or payment for such costs will be arranged, through family or friends if it cannot be charged to the account.

**Article VI – Lost document and ticket replacement**

As a covered person, in the event of theft or loss of necessary travel documents or tickets while travelling outside your province of residence, you can call CanAssistance for assistance with arrangements for their replacement. Any costs incurred for or in connection with such replacement will be charged to the cardholder's account (subject to credit availability and up to \$5,000) or payment of such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to the account.

**Article VII – Lost luggage assistance**

As a covered person, in the event of theft or loss of your luggage and personal effects while travelling, you can call CanAssistance for assistance with arrangements for their location or replacement. Any costs incurred for or in connection with such location or replacement will be charged to the cardholder's account (subject to credit availability and up to \$5,000).

## LEGAL ASSISTANCE

### Article I – Definitions particular to this plan

#### Covered person

Means the cardholder, his spouse and their dependent children that accompany the cardholder on a trip.

#### Trip

Means occasional absence from the covered person's residence for the purpose of a vacation, leisure or business. The covered person must travel outside the province of residence.

### Article II – Conditions particular to this plan

The services described and to be provided by CanAssistance are assistance services only, and are not insurance benefits. All payments and funds transfers (along with any other fees) will be charged to the cardholder's account, subject to the credit availability of the account.

Note: CanAssistance is not responsible for the availability or quality of legal services rendered, or the unavailability of such services.

Assistance services may not be available in countries of political unrest and such other countries as CanAssistance determines to be unsafe.

### Article III – Purpose of coverage

The covered person has the right to legal assistance during trips outside of his province of residence. This service is available by calling CanAssistance for referral to a local legal advisor and assistance with arrangements for the posting of bail and/or the payment of legal fees, to a maximum of \$5,000, which will be charged to the cardholder's account (subject to credit availability). Any applicable transfer fees will also be charged to the cardholder's account.

## PURCHASE INSURANCE AND EXTENDED WARRANTY BENEFITS

### Article I – Definitions particular to this plan

#### Covered person

Means the cardholder.

#### Insurer

Means Canassurance Insurance Company.

#### Loss

Means breaking, damage or destruction causing permanent loss of usage of an article.

### Article II – Notice of loss / proof of loss / payment of claim

The cardholder must keep copies of original receipts and other documents described herein to file a valid claim, and must notify CanAssistance by calling **1-888-235-2645** from the U.S. and Canada or **514-286-8345** collect from elsewhere in the world immediately after learning of any loss or occurrence. Upon receipt by CanAssistance of such notice of claim by telephone, the insurer will furnish to the

cardholder the appropriate claim forms. If such claim forms are not furnished within fifteen (15) days after the giving of such notice, the cardholder shall be deemed to have complied with the requirements of the contract as to proof of loss upon submitting, within the time fixed in this contract for filing loss reports, a written statement concerning the claim, the character and the extent of the loss or occurrence for which claim is made. In addition, the cardholder must, within ninety (90) days of the date of the loss or occurrence, complete, sign and return the insurer loss report, which will be provided by the insurer, to the insurer at its head office. The signed loss report completed by the cardholder must contain the date, time, place, cause and amount of loss, including the copy marked "customer copy" of the MasterCard sales receipt, the vendor sales receipt, a copy of the original manufacturer's warranty where applicable, and a police, fire, insurance claim or loss report or other report of the occurrence of the loss sufficient to determine eligibility for the benefits hereunder. Failure to furnish such loss report within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide such loss report within such time, provided it is furnished as soon as reasonably possible. Prior to proceeding with any repairs, the cardholder must notify and obtain approval of the repair services and repair facility from the insurer. At the insurer's sole discretion, the cardholder may be required to send, at his own expense, the damaged item on which a claim is based to an address designated by the insurer. The insurer's payment, made in good faith, will discharge the insurer to the extent of this claim.

### Article III – Beneficiary

Purchase Insurance and Extended Warranty benefits are available only to the benefit of the cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The cardholder shall not assign these benefits other than benefits for gifts as expressly provided in this insurance contract.

### Article IV – Limits of liability

For the Purchase Insurance benefits, there is a maximum lifetime benefit of \$60,000 per account. The cardholder will be entitled to receive no more than the purchase price or portion of the protected items as recorded on the MasterCard sales receipt. Where a protected item is part of a pair or set, the cardholder 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. The insurer, at its sole option, may select to: a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part) upon notifying the cardholder of its intention to do so within sixty (60) days following receipt of the required proof of loss, or b) pay cash to the cardholder for the said item, not exceeding the purchase price thereof and subject to the exclusions, terms and limits of liability as stated in this contract of insurance.

### Article V – Other insurance

Purchase Insurance coverage is in excess of all other applicable valid insurance, indemnity or protection available to the cardholder in respect of the item subject to the claim. The insurer 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 contract of insurance. This coverage will not apply as contributing insurance and this “non-contribution” shall prevail despite any “non-contribution provision” in other insurance, indemnity or protection policies or contracts.

### Article VI – Required proof

Before considering a claim filed under the contract and before paying any benefits, the insurer has the right to require adequate proof of:

- the event giving rise to the claim;
- the circumstances surrounding the accident;
- the actual costs incurred;
- the purchase of an article.

### Article VII – Due diligence

The cardholder shall use diligence and do all things reasonable to avoid or diminish any loss of, or damage to, property covered by the contract.

### Article VIII – Purpose of coverage (Purchase Insurance benefits)

The guarantee is in effect when the cardholder charges the cost of covered personal property items to his account. Purchase Insurance benefits are available automatically, without registration, to protect most items of personal property purchased by the cardholder with a Platinum card, for one hundred and eighty (180) days from the date of purchase against all risk of direct physical loss or damage, anywhere in the world, to the extent that such items are not otherwise protected or insured in whole or in part. If such item is stolen or damaged, it will be replaced or repaired or the protected cardholder will be reimbursed for the purchase price, at the insurer's discretion. Items to be given as gifts by the cardholder or purchased with points are also covered.

### Article IX – Purpose of coverage (Extended Warranty benefits)

This guarantee is in effect when the cardholder charges the full cost of covered items with warranties valid in Canada to his account. Extended Warranty benefits are available automatically, without registration, to provide cardholders with triple the period of repair services otherwise provided (in accordance with the terms of the original manufacturer's warranty) to a maximum of two (2) full years on most items purchased new in Canada, or purchased new worldwide so long as the warranty is valid in Canada and the total amount has been paid with the Platinum card (provided that in all cases, automatic coverage is limited to the original manufacturer's warranties of five (5) years or less). To register a purchased item with a warranty over five (5) years for extended warranty, the cardholder must send copies of the vendor sales receipt (if any), the customer copy of the MasterCard sales receipt, the serial

number of the item (if available), the original manufacturer's warranty valid in Canada and a description of the product to the insurer at the following address:

**Blue Cross Canassurance  
550 Sherbrooke Street West, Suite B-9  
Montreal, Quebec H3A 3S3**

Items given as gifts by the cardholder or purchased with points are also covered.

### Article X – Exclusion and reduction of benefits (Purchase Insurance benefits)

Purchase Insurance benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Purchase Insurance benefits are not available in respect of the following items: travellers cheques, cash (whether paper or coin), tickets, negotiable instruments, animals or living plants; mail order purchases until delivered to, and accepted by the cardholder; golf balls, portable computers (laptops), software, automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories. Purchase Insurance benefits are also not available for jewellery lost or stolen from baggage unless such baggage is hand-carried under the personal supervision of the cardholder or the cardholder's travelling companion (with the cardholder's knowledge). Loss or damage resulting from damage to sports equipment when used for their intended purpose, fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, radiation, contamination, normal wear and tear, flood, earthquake, mysterious disappearance or from inherent product defects are not covered. The cardholder, not the recipient of the gift, must make any claim for benefits. Bodily injury, property damage, consequential damages, punitive damages and legal fees are not covered.

### Article XI – Exclusion and reduction of benefits (Extended Warranty benefits)

The Extended Warranty does not cover used items, automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories. The Extended Warranty will only apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a protected item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. The cardholder, not the recipient of the gift, must make any claim for benefits. Bodily injury, property damages, consequential damages and attorney's fees are not covered.

## VEHICLE RENTAL INSURANCE

### Article I – Definitions particular to this plan

#### Accident

Means an unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external cause of violent nature and inflicting directly and independently of any other causes, bodily injuries during the period of coverage.

#### Covered person

Means the cardholder, and any other person occupying the vehicle with the cardholder.

#### Insurer

Means Canassurance Insurance Company.

### Article II – Eligibility

The following eligibility requirements apply:

- The vehicle must be rented from a commercial car rental agency;
- The vehicle must be rented by the cardholder;
- All the cost of the rental must be charged to the cardholder's account;
- The rental vehicle must have been operated by the cardholder or other person permitted to operate the rental vehicle under and in accordance with the terms and conditions of the vehicle rental agreement, when the loss occurred (except for personal effects insurance).

### Article III – Other insurance

If a covered person is entitled to similar benefits under any other individual or group insurance contract, the benefits payable under this contract shall be coordinated so that the total payment from all coverage does not exceed the amount for which the claim is made.

### Article IV – Coverage period

Insurance coverage begins as soon as the cardholder or other person authorized to operate the rental vehicle under the car rental agreement takes control of the rental vehicle, and ends when the rental agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere, but ends at the earliest of the date on which the cardholder's account ceases to be in good standing, the date on which the account is cancelled, or the date on which the cardholder is notified of the termination of the contract between the insurer and the financial institution.

### Article V – Notice of claim

Notice of a claim must be given to the insurer within forty-eight (48) hours after the event giving rise to the loss covered by this contract, or as soon thereafter as is reasonably possible. The cardholder must contact CanAssistance by calling **1-888-235-2645** from the U.S. and Canada or **514-286-8345** collect from elsewhere in the world. Notice given to Canassurance by or on behalf of the claimant to the insurer, with information sufficient to identify the cardholder, shall be deemed notice to the insurer.

### Article VI – Claims

The insurer shall not assume responsibility, under this contract, unless a claim is submitted at its head office within forty-five (45) days following the date of the accident and the cardholder submits reasonable proof of these expenses, acceptable to the insurer, within ninety (90) days of the accident.

### Article VII – Methods of payment

The benefits are payable to the cardholder or to his estate. In the case where the car rental agency decides to settle the claim directly with the insurer, the cardholder must waive his right to settle to the car rental agency by filling the necessary form.

### Article VIII – Claim forms

The insurer, upon receipt of a notice of claim in writing, will furnish the appropriate claim forms to the claimant. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the contract as to proof of loss upon submitting, within the time fixed in this contract for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made.

### Article IX – Request for information

The insurer has the right to demand any information, detail or observation regarding the claim, both before and after the effective date of this contract. Under the terms of this contract, the liability of the insurer is only engaged when the covered person supplies the reports or copies thereof deemed necessary by the insurer for the evaluation of the claim.

### Article X – Required proof

Before considering a claim filed under the contract and before paying any benefits, the insurer has the right to require adequate proof of:

- the event giving rise to the claim;
- the circumstances surrounding the accident;
- the actual costs incurred.

### Article XI – Purpose of coverage (Collision Damage Waiver – *First Payer*)

The contract is in effect when the cardholder taking possession of the rented vehicle charges all the cost of the vehicle rental to his account. A cardholder who rents any four-wheel passenger car (which is not licensed to carry passengers for hire and which is not specifically excluded below) on a daily, weekly or monthly basis (to a maximum of forty-eight (48) days per rental period) and charges all the cost of such vehicle rental to his Platinum card account, where such cardholder takes possession of the rented vehicle effective May 1, 2009, is entitled to receive Collision Damage Waiver benefits for the duration of the rental period. Collision Damage Waiver benefits provide the cardholder with the same protection against losses arising from the contractual liability assumed when renting and operating the rental vehicle as he would have if he accepted the "Collision Damage Waiver" (or similar provision, such as "Loss Damage Waiver") from the car rental agency. This coverage provides protection against collision, theft, fire or

vandalism. This coverage does not provide any form of third party automobile property damage or personal injury liability insurance.

This insurance is always valid, except when:

- the law does not permit it;
- the rental agency does not permit it.

Moreover, benefits are payable only if all terms and conditions of the car rental agreement are met. Subject to the terms and conditions set out herein, the amount of this Collision Damage Waiver benefit is unlimited (even if the vehicle is beyond repair), and includes any deductible amount charged by the rental agency or the covered person's own or employer's automobile insurance coverage.

## Article XII – Purpose of coverage (Personal Effects benefits)

In effect when the cardholder taking possession of the rented vehicle charges all the costs of the vehicle rental to his account. Personal Effects Insurance coverage is provided commencing on the effective date noted above for theft or damage to personal effects while such personal effects are in transit during a trip with the rental vehicle, for the duration of the rental period. Coverage is provided for the personal effects of the cardholder when he rents a vehicle, and extends to the personal effects of the persons travelling with him. Maximum coverage during the rental period is \$1,000 for each covered person, per occurrence. Total benefits during each rental period are limited to \$2,000. Benefits are not paid if loss results from mysterious disappearance. When loss is due to theft, burglary, vandalism or disappearance, the covered person upon discovery of loss must notify the police.

## Article XIII – Exclusions and reduction of coverage (Collision Damage Waiver)

Not covered is any loss caused by or contributed to by:

- a) operation of the rental vehicle in violation of the terms of the car rental agreement;
- b) operation of the rental vehicle for the transportation of goods/passengers against payment;
- c) operation of the rental vehicle while under the influence of alcohol or other illicit intoxicating substances;
- d) wear and tear, gradual deterioration, insects or vermin, inherent vice or damage;
- e) hostile or warlike action in time of peace or war;
- f) any weapon of war employing atomic fission or radioactive force or any other nuclear reaction, nuclear radiation or radioactive contamination;
- g) insurrection, rebellion, revolution or civil war;
- h) usurped power or action taken by government or public authority in hindering, fighting or defending against such an occurrence, seizure or destruction under quarantine or custom regulations;
- i) confiscation by order of any government or public authority;
- j) transporting contraband or illegal trade;
- k) operation of the rental vehicle in violation of any established law and regulation.

Further, this contract provides no coverage for:

- l) vehicles that are not rental vehicles, that are not rented from a commercial rental agency;

m) vehicles rented in a manner other than under a contract on a daily, weekly or monthly basis;

n) vehicles rented under one or several consecutive rental agreements that exceed forty-eight (48) consecutive days;

o) vehicles rented under a monthly or yearly lease;

p) vehicles which belong to the following categories:

- trucks
- campers or trailers
- off-road vehicles
- limousines
- luxury or exotic cars
- recreational vehicles
- antique cars
- motorcycles, mopeds or motorbikes

An expensive or exotic car is any car listed below or a car similar to those listed below:

- |                            |               |
|----------------------------|---------------|
| ■ Acura NSX                | ■ Lexus       |
| ■ Aston Martin             | ■ Ferrari     |
| ■ Nissan 300 ZX            | ■ Bentley     |
| ■ Lamborghini              | ■ Jensen      |
| ■ Alfa Romeo               | ■ Morgan      |
| ■ Rover                    | ■ Mercedes    |
| ■ BMW (except 318 and 325) | ■ Excalibur   |
| ■ Jaguar                   | ■ Avanti      |
| ■ Bricklin                 | ■ deLorean    |
| ■ Corvette                 | ■ Rolls-Royce |
| ■ Lotus                    | ■ Sterling    |
| ■ Porsche                  | ■ Maserati    |
| ■ Daimler                  | ■ TVR         |
| ■ Infiniti                 |               |

A limousine (e.g. Lincoln, Cadillac Fleetwood, Chrysler New Yorker) is a vehicle that has been stretched or altered from the original factory design. However, standard production models of these vehicles that are not used as limousines are not excluded. An antique car is one which is over twenty (20) years old or has not been manufactured for ten (10) years or more.

Vans are not excluded provided that they:

- are for private passenger use with seating for no more than eight (8) occupants including the driver;
- do not exceed a "3/4 ton" rating;
- are not designed for recreational use;
- are not used for hire by others.

- q) personal civil liability insurance;
- r) any amount assumed, waived or paid by the car rental agency or its insurers.

## Article XIV – Exclusions and reduction of coverage (Personal Effects)

The benefits are in effect only if the item lost is not specifically covered by another insurance. Personal Effects do not include money (whether paper or coin), travellers cheques, tickets, negotiable instruments, animals or living plants, golf balls and mail order purchases until delivered to, and accepted by the cardholder. Theft of jewellery from baggage, unless such baggage is hand-carried under the personal supervision of the cardholder or the cardholder's travelling companion (with the cardholder's knowledge), is not covered. Damage resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, mysterious disappearance or from inherent product defects is not covered.

## OUT-OF-PROVINCE-OF-RESIDENCE MEDICAL/HOSPITAL INSURANCE

### Article I – Definitions particular to this plan

#### Accident

Means an unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external cause of a violent nature and inflicting, directly and independently of all other causes, bodily injuries during the period of coverage.

#### Age

Means the age of the covered person at the time of departure out of the province of residence.

#### Covered person

Means the primary cardholder, his spouse and/or their dependent children, when they are travelling with the cardholder. The spouse who travels without the cardholder is covered only if he is also a cardholder; the dependent children who travel with him are also covered.

A child born during the first thirty-two (32) weeks of pregnancy over the course of the trip is automatically covered by this insurance, if the medical costs of delivery and medical care to the mother are not excluded.

This protection does not apply to additional cardholders who are not the spouse or dependent child of the primary cardholder.

#### Hospital

Means a place licensed as an accredited hospital and offering care and treatment to resident in-patients or out-patients, having a registered graduate nurse (R.N.) always on duty, a laboratory, and an operating room where surgical operations are performed by a legally qualified surgeon. In no event shall the term "hospital" mean any hospital or institution or part of such licensed hospital or institution used primarily as a clinic, continued or extended care facility, convalescent home, rest home, health spa, or treatment centre for drug addicts or alcoholics.

#### Hospitalization

Means admission to a hospital to receive short-term care as a bedridden patient for a minimum stay of eighteen (18) hours. Covered short-term care comprises preventive care, medical diagnosis and medical treatment (including surgery) for an acute illness and does not include convalescent care and physical or mental rehabilitation. In the case of day surgery, the hospital stay is equivalent to eighteen (18) hours of hospitalization.

#### Illness

Means a deterioration in health or a disorder of the organism certified by a physician, the cause of which originated during a trip within the period of coverage. Pregnancy is not considered to be an illness, except in the case of pathological complications arising within the first thirty-two (32) weeks.

#### Member of the family of the covered person

Means spouse, father and mother, grandparent, grandchild, step-parent, child (not necessarily dependent) of the covered person and/or his spouse, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew.

#### Minor ailment

Means any illness, injury or condition related to a medical condition which ends at least thirty (30) days prior to the effective date of coverage and does not require:

- the use of medication for a period greater than fifteen (15) days, or;
- more than one follow-up visit to a physician, or;
- a hospitalization, or;
- a surgical intervention, or;
- consultation with a medical specialist.

A chronic medical condition or the complication of a chronic medical condition is not a minor ailment.

#### Physician

Means a person who is not related in any way to the covered person and who is legally authorized to practice medicine on the premises where medical services are provided.

#### Primary Cardholder

Means any natural person ordinarily resident in Canada to whom the financial institution issues a Platinum card as primary cardholder and in whose name the account has been set up.

#### Trip

Means occasional absence from the covered person's residence for the purpose of a vacation, leisure or business. The covered person must travel outside the province of residence.

#### Travelling companion

Means the person who plans, leaves and returns with the covered person on the same trip, to a maximum of six (6) persons. A member of the immediate family of the covered person who plans and leaves on the same trip as the covered person is considered a travelling

companion but is not included in the six (6) person maximum.

### **Article II – Automatic extension of coverage**

All coverage will automatically be extended free of charge:

- a) up to twenty-four (24) hours when the return home is delayed due to the carrier or as the result of a traffic accident or mechanical failure of the private vehicle returning to the departure point (claim must be supported by documentary proof);
- b) during the period of hospitalization and the twenty-four (24) hours which follow the discharge from hospital of a covered person;
- c) up to seventy-two (72) hours when the return home is delayed due to a covered person's illness occurring within twenty-four (24) hours prior to the contracted return date and requiring emergency medical care.

### **Article III – Repatriation of the covered person**

In the absence of medical contraindication, the Insurer can require repatriation of any covered person or his transfer to other medical facilities. Refusal by the covered person cancels the coverage and the termination notice to the cardholder shall be sufficient.

### **Article IV – Settlement of claims**

The Insurer shall not assume responsibility under the contract unless the covered person gives written notice of loss to the Insurer within thirty (30) days of acquiring knowledge of it, and transmits to the Insurer within ninety (90) days of the loss, all the information, original and detailed accounts, and submits proof of these expenses acceptable to the Insurer, a proof of the duration of the trip, a medical certificate giving the complete diagnosis and any other document or information of any nature required by the Insurer for the study of a claim.

The Insurer shall be entitled to have the covered person undergo examinations for claims adjustment purposes, and to have an autopsy performed in the event of death as long as it is not prohibited by law. Expenses for those examinations are the Insurer's responsibility.

### **Article V – Method of payment**

The Insurer shall make any refund by means of a cheque in the name of the provider of services and the contract holder or his assignee, after receiving and assessing the relevant accounts and the necessary information pertaining thereto, in accordance with the terms and conditions provided. However, in all cases, the Insurer shall have the right to pay the provider of services directly.

Any amount paid by the Insurer or on its behalf relieves the Insurer of all obligations to the extent of such amount.

### **Article VI – Coordination of benefits**

If a covered person is entitled to similar benefits under any other individual or group contract, the benefits payable under this contract shall be coordinated so that the total payment from all coverages shall not exceed the amount for which the claim is made.

### **Article VII – Modifications to the contract**

The terms and conditions of this contract may not be modified unless agreed upon in writing by the contract holder and the Insurer. The Insurer's waiving or omitting to require any provision in the contract to be executed or observed must not be interpreted as the Insurer's waiver of its right to require any provision to be carried out or observed.

### **Article VIII – Eligibility**

At the time of application and during the whole period of coverage, all covered persons must be covered under the government health and hospitalization programs of their province of residence.

### **Article IX – Physician certificate**

Benefits shall be payable only upon presentation of a certificate by the attending physician attesting that services for which a claim is made have been provided or the covered loss has effectively occurred.

### **Article X – Original documentation**

When reimbursement of hospital, medical and assistance expenses is not claimed by the covered person but settled between the Insurer and the provider of services, the cardholder shall provide any original document required for such settlement. Failure to do so shall render the cardholder responsible for the amounts the Insurer cannot recover.

### **Article XI – Effective date of coverage**

Coverage begins on the departure date.

### **Article XII – Termination date of coverage**

Coverage ends on the return date, whether planned or premature.

### **Article XIII – Purpose of coverage**

This plan covers the covered person for trips made outside his province of residence provided each trip does not last for more than the maximum number of days per trip. Proof showing the duration of the trip will be required at the time a claim is submitted.

The maximum number of days per trip is :

- sixty (60) days for covered persons aged fifty-four (54) years old or less;
- thirty-one (31) days for covered persons aged between fifty-five (55) and sixty-four (64) years old;
- fifteen (15) days for covered persons aged between sixty-five (65) and seventy-four (74) years old.

Persons seventy-five (75) years old and over are not covered.

In case of emergency during a trip, the insurance covers hospital, medical and paramedical expenses, transportation expenses, subsistence allowance and medical follow-up in Canada.

#### **Important**

If the trip duration exceeds the maximum number of days per trip, the present coverage no longer applies and the covered person's trip is not covered.

### **Article XIV – Benefits**

Benefits will be paid for reasonable and customary expenses incurred following an emergency resulting from an accident or sudden illness which occurs on a trip. Eligible treatments are limited to what is declared necessary for the stabilization of the medical condition. The benefits provided by this coverage are over and above and may not be

a duplication or substitution of benefits granted by government programs.

The following benefits (Articles XVII, XVIII and XIX) are provided for each covered person for reasonable and customary charges listed below, subject to a maximum of \$5,000,000 during the period of the contract, and provided that these charges are not incurred before obtaining the approval of CanAssistance.

#### **Article XV - Notice**

Failure to contact CanAssistance in the event of medical consultation or hospitalization following an accident or sudden illness could result in refusal of the compensation requested.

The Insurer and CanAssistance are not responsible for the availability or quality of medical and hospital care rendered, or the lack thereof.

#### **Article XVI – Hospitalization, medical and paramedical expenses**

##### **Hospitalization**

The cost of hospital services in a private or semi-private room which is in excess of the amount refunded or refundable under government programs.

##### **Incidental expenses**

The expenses inherent to hospitalization (telephone, television, parking etc.) upon presentation of documentary proof up to a maximum of \$100 per hospitalization.

##### **Physicians' fees**

The difference between fees charged by a physician and benefits allowed under government programs.

##### **Medical appliances**

The purchase or rental cost of crutches, canes or splints and the rental cost of wheelchairs, orthopedic corsets and other medical appliances when prescribed by the attending physician.

##### **Nursing care**

The fees of a registered nurse (other than a relative) for private care while hospitalized and when medically necessary and prescribed by the attending physician.

##### **Professional services (when prescribed as part of emergency treatment)**

Professional services by a physiotherapist, chiropractor, osteopath or podiatrist when medically necessary and prescribed by the attending physician, up to a maximum of \$300 per profession.

##### **Diagnostic services**

The charges for laboratory tests and X-rays when prescribed by the attending physician.

##### **Drugs (when required as part of emergency treatment)**

The cost of drugs requiring a physician's prescription, except when they are required for the continued stabilization of a chronic medical condition.

##### **Dental care**

The fees of dental surgeons for treatment necessitated by an external injury (not as a result of deliberate introduction of food or an object into the mouth), only when natural and healthy teeth which have had no previous treatment are damaged or to reduce a fracture or dislocation of the jaw. In all cases, treatment must begin during the period of coverage and end within six (6) months of the accident. The covered person must transmit to the Insurer an X-ray taken after the accident and before the treatment begins, showing the damages sustained. The maximum refundable is \$2,000 per accident per covered person, and up to \$500 for any other emergency dental treatment, excluding root canal therapy.

##### **Article XVII – Transportation expenses**

The following services must be approved and planned by CanAssistance:

##### **Ambulance or taxi service**

The cost of local ambulance or air ambulance service to the nearest accredited medical facility, including interhospital transfer when the attending physician and CanAssistance determine that existing facilities are inadequate to treat or stabilize the patient's condition.

##### **Repatriation to the province of residence**

The cost of repatriation of the covered person to the province of residence by means of appropriate transportation in order to receive immediate medical attention following the authorization of the attending physician and CanAssistance.

The cost of simultaneous repatriation of a travelling companion or any member of the immediate family of the covered person who is also covered under this contract, if he is unable to return to the departure point, by means of the transportation initially planned for such return. The cost of an escort person is covered in the case of child repatriation, as the case may be.

##### **Transportation to visit the covered person**

When a family member or friend of the covered person visits the hospital where he is being treated, or travels to identify a deceased covered person, if necessary, prior to transportation of the deceased, the insurer covers the following expenses when they are incurred by the family member or friend of the covered person who travels:

1. Up to \$1,200 for:

- The cost of accommodation, the cost of meals in a commercial establishment, and the cost of child care services, total up to a daily maximum of \$300;
  - The cost of travel insurance.
2. The total cost of round-trip, economy class transportation.

In the event that the family member or friend of the covered person travels to the hospital where the covered person is being treated, the expenses described above will be reimbursed only if the covered person remains hospitalized for at least seven (7) days and the attending physician acknowledges in writing that the visit is necessary.

### Return of the vehicle

The cost of returning a covered person's vehicle, either private or rental, by a commercial agency, or by any person authorized by CanAssistance, to the covered person's residence or nearest appropriate vehicle rental agency when the covered person is unable to return the vehicle due to illness or accident, subject to a maximum refund of \$5,000. A medical certificate from the attending physician in the locality where the incapacity occurred is required, attesting that the covered person is incapable of using his vehicle.

### Baggage return

When the covered person is repatriated for medical reasons to the province of residence at the Insurer's expense, the cost to bring back the covered person's baggage to the province of residence is covered, up to a maximum of \$300.

### Return of a pet

When the covered person is repatriated for medical reasons to the province of residence at the Insurer's expense, the cost to bring back the covered person's pet to the province of residence is covered, up to a maximum of \$500.

### Return of the deceased

The cost of preparation and transportation of the deceased person (excluding the cost of a coffin) to the departure point in the province of residence or the cost of cremation or burial at the place of death, subject to a total reimbursement of \$10,000.

### Article XVIII – Subsistence allowance

Up to \$3,000 (maximum \$300 per day) for the cost of accommodation and meals in a commercial establishment, when a covered person's return must be delayed due to illness or bodily injury to himself or to an accompanying immediate family member or travelling companion.

### Article XIX – Medical Follow-up in Canada Benefit

This benefit applies only if the covered person subscribed to the Emergency Medical Care benefit.

When a covered person is repatriated to his place of residence in Canada at the Insurer's expense further to a hospital stay out of Canada, the Insurer will reimburse the following costs if they are engaged within fifteen (15) days of the repatriation.

1. The cost of a semi-private room in a hospital or a rehabilitation centre or a convalescent home up to a maximum of \$1,000.
2. The fees for home nursing care when medically required and provided by a registered nurse or a registered nursing assistant, up to a maximum of \$50 per day, for a maximum of ten (10) days.
3. The costs for the rental of the following devices, up to a maximum of \$150: crutches, standard walker, canes, trusses, orthopedic corset and oxygen.
4. The cost for transportation (ambulance and/or taxi) in order to receive medical care up to a maximum of \$250.

### Article XX – Exclusions and reductions of coverage

No benefits are payable under this benefit if the loss sustained or the expenses incurred result directly or indirectly from one of the following causes:

Exclusions relating to pre-existing conditions

1. For persons under the age of sixty-one (61):  
During the three (3) months prior to the departure date:
  - a) any illness, injury or condition (with the exception of a minor ailment) related to a medical condition for which the covered person:
    - consulted a physician (other than for a regular checkup), or;
    - was hospitalized, or;
    - was prescribed or received a new treatment, or;
    - received a change in an existing treatment, or;
    - was prescribed or had taken a new medication, or;
    - received a change in existing medication (including usage or dosage).

The insurer does not consider a change in existing medication the following elements:

    - the routine adjustment of insulin or Coumadin;
    - a change from a brand name medication to a generic brand medication, provided the dosage is the same;
    - Aspirin taken for non-prescribed medical purposes;
    - decrease of the dosage of cholesterol medication;
    - hormone replacement therapy;
    - vitamins and minerals and non-prescription medication;
    - creams or ointments prescribed for cutaneous irritations.
  - b) any heart condition for which the covered person has taken nitroglycerin more than once in a seven (7)-day period for the relief of a chest pain.
  - c) any pulmonary condition for which the covered person was treated with home oxygen or had recourse to a corticoid therapy.
2. For persons aged sixty-one (61) or over:
  - a) During the six (6) months prior to the departure date, any illness or condition related to one of the medical conditions listed below for which the covered person:
    - consulted a physician (other than for a regular checkup), or;
    - was hospitalized, or;
    - was prescribed or received a treatment, or;
    - was prescribed or had taken a medication for:

- Cardiovascular conditions: myocardial infarction, angina, arrhythmia, pacemaker, defibrillator, congestive heart failure, bypass, angioplasty, valvulopathy or valve replacement, aortic aneurysm, heart transplantation, peripheral vascular disease;
  - Chronic obstructive lung conditions: asthma, emphysema, chronic bronchitis, lung transplantation;
  - Neurological conditions: cerebral-vascular accident, transient ischemic attack;
  - Insulin-dependent diabetes: diabetes treated with insulin injections;
  - Kidney failure, kidney transplantation;
  - Gastrointestinal conditions: cirrhosis, hepatitis, ulcers, internal bleeding, liver transplantation, intestinal obstruction;
  - Cancer or malignant tumor.
- b) During the six (6) months prior to the departure date, any other illness, injury or conditions (with the exception of a minor ailment) related to a medical condition for which the covered person:
- consulted a physician (other than for a regular checkup), or;
  - was hospitalized, or;
  - was prescribed or received a new treatment, or;
  - received a change in an existing treatment, or;
  - was prescribed or had taken a new medication, or;
  - received a change in existing medication (including usage or dosage).

The insurer does not consider a change in existing medication the following elements:

- the routine adjustment of insulin or Coumadin;
- a change from a brand name medication to a generic brand medication, provided the dosage is the same;
- Aspirin taken for non-prescribed medical purposes;
- decrease of the dosage of cholesterol medication;
- hormone replacement therapy;
- vitamins and minerals and non-prescription medication;
- creams or ointments prescribed for cutaneous irritations.

#### Other exclusions and reductions of coverage

No benefits are payable under this benefit if the loss sustained or the expenses incurred result directly or indirectly from one of the following causes:

1. Any state or condition for which symptoms were ignored or for which medical advice was not followed or the recommended investigations, treatments, tests or procedures were not carried out.
2. Pregnancy and complications arising therefrom within eight (8) weeks preceding the expected date of delivery.
3. Accident sustained by the covered person while participating in a sport for remuneration or to a sporting event where money prizes are awarded to the winners, any kind of motor vehicle competition or any kind of speeding event, to a dangerous or violent sport such as but not limited to: off-track snow sports, show jumping obstacles, rock climbing or mountain climbing (grade 4 or 5 routes according to the scale of the Yosemite Decimal System – YDS), parachuting, gliding or hang-gliding, skydiving, bungee jumping,

canyoning, and any sport or activity with a high level of stress and risk involved.

The restriction as for the speeding event does not apply to the amateur athletic activities which are non-contact and engaged in by the covered person solely for leisure or fitness purposes.

4. Abuse of medication or alcohol, or use of drugs, use of experimental drugs or products or any other drug-addiction, and any condition arising therefrom, or driving of a motor vehicle while ability to drive is impaired by drugs or by alcohol with a level of more than eighty (80) milligrams per hundred (100) millilitres of blood.
5. Trip undertaken for the purpose of receiving medical attention.
6. Suicide, attempted suicide or self-inflicted injury of the covered person, whether sane or insane.
7. War, invasion, enemy acts, hostility between nations (whether or not war is declared), civil war, rebellion, revolution, insurrection, military power or usurped power, confiscation or nationalization or requisition or destruction of or damages to belongings due to any government or local or public authority.
8. Perpetration of or attempt to perpetrate, directly or indirectly, a criminal act under any law.
9. Any condition resulting from a mental, nervous, psychological or psychiatric problem, unless the covered person is hospitalized for that specific reason.
10. Any claim for patients in chronic care hospitals or in chronic care units of public hospitals, or in nursing homes or health spas.
11. Any care, treatment, products or services other than those declared by the appropriate authorities to be required for the treatment of the injury or disease or stabilization of the medical condition.
12. Custodial care or services rendered for the convenience of the patient.
13. Care or treatments for cosmetic purposes.
14. Care or treatments received outside the province of residence, when such care or treatments could have been obtained in the province of residence without endangering the life or health of the covered person, with the exception of care for immediately necessary treatment following an emergency resulting from an accident or sudden illness. Under this exclusion, the fact that the care available in the province of residence could be of lesser quality or take longer to obtain than the care available outside his province of residence does not constitute a danger to the covered person's life or health.  
Without restricting the generality of this exclusion, no benefits are available under this plan for any covered person travelling outside his province of residence primarily or incidentally to seek medical advice or treatment, even if such a trip is on the recommendation of a physician.
15. Care or treatments received outside the province of residence which are not covered under government programs.
16. Care or treatments such as those rendered by an acupuncturist, a homeopath or a naturopath.
17. Products listed below are not covered even when obtained by a prescription:
  - processed food for infants, dietary or food supplements or substitutes of any kind, including protein, so-called "natural"

products, multivitamins and drugs available over the counter (GP products), antacids, digestives, laxatives, anti-diarrheals, decongestants, antitussives, expectorants and any other flu or cold medications, gargles, oils, shampoos, lotions, soaps and all other dermatological products.

18. Failure of the covered person to communicate with CanAssistance in the event of medical consultation or hospitalization following an accident or sudden illness.
19. Any medical condition not requiring any more emergency care which occurred during the trip and is a potential claim, when the covered person elects to continue the trip as planned.

## Article XXI – Phone numbers

Travel assistance and claims

In Canada and United States . . . . . 1-888-235-2645

Montreal region or elsewhere in the world

(call-collect) . . . . . 514-286-8345

## TRIP CANCELLATION AND INTERRUPTION, FLIGHT DELAY

### Article I – Definitions particular to this plan

#### Accident

Means an unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external cause of violent nature and inflicting directly and independently of any other cause, damage, loss or injury during the period of coverage.

#### Act of terrorism

Means an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping of an individual or group in order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

#### Business meeting

Means a pre-arranged private meeting between unaffiliated companies pertaining to the full-time occupation or profession of the covered person and which was the sole purpose of the trip (documentary evidence of meeting arrangements required). In no event shall the business meeting include legal proceedings.

#### Covered person

Means the cardholder, his spouse and dependent children who accompany the cardholder on a trip.

#### Insurer

Means Canassurance Insurance Company.

#### Travelling companion

Means the person who plans, leaves and returns with the covered person on the same trip, to a maximum of six (6) persons. A member of the immediate family of the covered person who plans and leaves on the same trip as the covered person is considered a travelling

companion but is not included in the six (6) person maximum.

#### Travel provider

Means any tour operator, wholesale group transportation, airline or hotel. Where two or more travel suppliers are wholly owned subsidiaries of one person or corporation, they are deemed for the purpose of this contract to be one travel provider.

#### Trip

Means occasional absence from the covered person's residence for the purpose of a vacation, leisure or business. The covered person must travel outside the province of residence.

### Article II – Conditions particular to this plan

- a) When an event mentioned in the "Risks Insured" section occurs prior to the departure date, the covered person must contact his travel agent or the carrier, as the case may be, to cancel his trip within forty-eight (48) hours following the event and notify the insurer within the same period. Claim settlement shall be limited to the amounts that are non-refundable at the time of the cause of cancellation, subject to a maximum of \$2,500 per covered person.
- b) To substantiate a claim for non-refundable or extra costs, the covered person must provide, where applicable:
  - a medical certificate completed by a legally qualified physician in active personal attendance in the locality where the illness or accident occurred and providing a complete diagnosis; this medical supervision must have begun before the departure date or return date, as the case may be;
  - documentary evidence of the risk insured that was the cause of cancellation;
  - originals of unused transportation tickets, original invoice from the travel provider, official receipts for return transportation, credit note, or all four;
  - receipts for land arrangements and other expenses. Failure to provide the requisite evidence shall invalidate any claim under this benefit.
- c) Any liability under this benefit is subject to the condition that a covered person is not aware, when making the payment(s) for his trip, of any event that could reasonably prevent him from making the trip as booked.

### Article III – Risks Insured

The benefit applies when a covered person, a member of the immediate family of the covered person or a travelling companion of the covered person is compelled to cancel his departure, interrupt or extend his trip following:

- a) illness, hospitalization, bodily injury or death;
- b) illness, hospitalization, bodily injury or death of a member of his family;
- c) illness, hospitalization, bodily injury or death of the business partner, key employee or the child caregiver of the covered person;
- d) being summoned for jury duty or quarantined or hijacked;
- e) disaster which renders the principal residence uninhabitable, or in the case of the owner, the place of business;
- f) transfer requested by the employer with whom the person is employed on the date the trip was purchased requiring the relocation of his principal residence;

- g) call to service for reservists, members of the armed forces, peacekeeping forces, police officers and firefighters;
- h) delay due to the mechanical failure of a vehicle, bad weather, traffic accident or a police roadblock because of an emergency, as a result of which the covered person misses a connection (including the departure flight) or cannot continue his trip according to the arrangements made, on the condition that the covered person was due to arrive at the transfer point at least two (2) hours before the scheduled departure time;
- i) death or hospitalization of the host at destination;
- j) being subpoenaed as a witness or defendant in a case to be heard during the period of coverage;
- k) involuntary loss of employment of the person who had a permanent position with the same employer for more than one (1) year;
- l) event in the country of destination, including act of terrorism, which leads the Canadian government to issue a general recommendation that its citizens not travel within that country for a period that would include the scheduled trip; the trip must have been purchased prior to the disclosure of the governmental recommendation;
- m) cancellation of a business meeting due to a reason beyond the covered person's or his employer's control (written evidence of the arrangements is required);
- n) refusal of the visa application for travel in the country chosen, provided that the person is eligible to make such an application and that the refusal is not due to the application being filed too late or subsequent to a previous refusal;
- o) premature birth of a child if the anticipated trip is scheduled to take place during the first thirty-two (32) weeks of pregnancy;
- p) diagnosis of pregnancy after the date of purchase of the trip if the trip falls within the eight (8) weeks preceding or following the expected delivery date;
- q) legal adoption of a child when the actual date of the adoption is scheduled to take place during the trip;
- r) cancellation of a cruise due to a mechanical failure, grounding or quarantine of the cruise ship, or the repositioning of the cruise ship due to weather conditions.

#### Article IV – Purpose of coverage

The insurer shall pay the benefits specified below, subject to the definitions, limitations, conditions, exclusions and reductions of coverage of this contract:

- a) The insurer shall reimburse the following expenses charged to the cardholder's account subject to a maximum of \$2,500 per covered person, when the cancellation occurs before departure:
  - i) The non-refundable portion of prepaid travel expenses:
    - when an event mentioned in a) to r) inclusive under the "Risks Insured" section occurs; or
    - when adverse weather conditions cause a delay to the carrier (plane, boat, bus or train) of at least 30% of the total duration of the trip initially planned.
  - ii) The change schedule fee or the most economical extra cost of a carrier (plane, boat, bus or train) to the trip or holiday destination when the departure flight is missed:

- when delay is caused by adverse weather conditions, a mechanical failure of the carrier, a traffic accident (substantiated by a police report) or a road block; or
- due to the change of schedule of the carrier (bus or train) providing the transportation.

In all cases, the covered person must plan to arrive at the point of departure to check in with the carrier at least two (2) hours before the scheduled departure time.

- iii) The additional cost of new occupancy charges incurred by the covered person who chooses to continue his trip when a travelling companion or a member of the immediate family of the covered person who shares travel expenses with the covered person must cancel because of the occurrence of one of the risks mentioned in a) to r) inclusive under the "Risks Insured" section.
- iv) The cost of accommodation, meals in a commercial establishment, essential phone calls and transportation expenses to go to an accommodation establishment or return to the principal residence for the night, up to a maximum of \$500 (maximum \$250 per day) when:
  - the departure flight is delayed more than four (4) hours; or
  - the access of the covered person to the carrier is refused due to overbooking and no other replacement transportation is available within four (4) hours of the initial departure time. The covered person must check in with the carrier at least two (2) hours before the scheduled departure time.
- b) The insurer shall reimburse the following expenses charged to the cardholder's account subject to a maximum of \$5,000 per covered person, when the cancellation or interruption occurs after departure:
  - i) The extra cost of the most economical one-way return to the departure point and the non-refundable portion of unused prepaid travel arrangements (other than the original return ticket):
    - when an event mentioned in a) to r) inclusive under the "Risks Insured" section occurs; or
    - when adverse weather conditions cause a delay to the carrier (plane, boat, bus or train) of at least 30% of the total duration of the trip initially planned.
  - ii) The change schedule fee or the most economical extra cost of a carrier (plane, boat, bus or train) to the trip or holiday destination or to rejoin a tour or group when a connecting flight is missed:
    - when delay is caused by adverse weather conditions, a mechanical failure of the carrier, a traffic accident (substantiated by a police report) or a road block; or
    - due to the change of schedule of the carrier (plane, boat, bus or train) providing the transportation.

In all cases, the covered person must plan to arrive at the connecting point at least two (2) hours before the scheduled departure time.
  - iii) The cost of accommodation, meals in a commercial establishment, essential phone calls and transportation expenses, to a maximum of \$3,000 (maximum \$250 per day)

when the covered person:

- must interrupt his trip when an event mentioned in a) to r) inclusive under the “Risks Insured” section occurs; or
  - must delay his return due to:
    - an illness or bodily injury to himself, a member of the immediate family travelling with him or a travelling companion (the claim must be substantiated by a medical report). The report must demonstrate beyond all reasonable doubt that the illness or injury is sufficiently serious to preclude travel and the covered person must return when he or the sick or injured person is able to travel; or
    - a missed connection or a missed return flight caused by adverse weather conditions, a mechanical failure of the carrier, a traffic accident (substantiated by a police report) or a road block; or
    - quarantine or hijacking.
- iv) The extra cost of the most economical one-way return fare, when the covered person’s return is delayed due to:
- an illness or bodily injury to himself, a member of the immediate family travelling with him or a travelling companion (the claim must be substantiated by a medical report). The report must demonstrate beyond all reasonable doubt that the illness or injury is sufficiently serious to preclude travel and the covered person must return when he or the sick or injured person is able to travel; or
  - a missed connection or a missed return flight caused by adverse weather conditions, a mechanical failure of the carrier, a traffic accident (substantiated by a police report) or a road block; or
  - quarantine or hijacking.
- v) In the event of death, up to \$5,000 for the cost of the preparation and transportation of the deceased person (excluding the cost of a coffin) to the point of departure in the province of residence, or for the cost of cremation or burial at the place of death.
- c) The insurer will reimburse the unused portion of prepaid, non-refundable travel expenses charged to the cardholder’s account as a result of a travel provider ceasing operations due to bankruptcy, insolvency or because it has been placed under administrative supervision. The liability of the insurer is limited to \$2,500 per covered person. A maximum of \$2,000,000 will be paid for all claims incurred due to the default of any one travel provider. A maximum of \$5,000,000 will be paid under this benefit in any one calendar year.

### Article V – Exclusions

No benefits are payable under this benefit if the loss sustained or the expenses incurred result directly or indirectly from one of the following causes:

- a) During the three (3) months prior to the date of purchase of the trip, any illness, injury or condition related to a medical condition for which the covered person consulted a physician (excluding a routine annual check-up), was hospitalized, was prescribed treatment or medication or was given a change of dosage;
- b) Any treatment or surgery recommended to the covered person

prior to the date of purchase of the trip;

- c) Pregnancy of the covered person and complications arising there from within the eight (8) weeks preceding the expected date of delivery;
- d) Accident sustained by the covered person while participating in a sport for remuneration, any kind of motor vehicle competition or any kind of speed contest, gliding or hang gliding, mountain climbing (grade 4 or 5 routes according to the Yosemite Decimal System – YDS), parachuting or skydiving, or bungee jumping;
- e) Abuse of medication or alcohol, or use of drugs by the covered person, and any condition arising there from, or driving of a motor vehicle while ability to drive is impaired by drugs or by alcohol or with an alcohol level of more than eighty (80) milligrams to hundred (100) millilitres of blood;
- f) Trip undertaken by the covered person for the purpose of visiting or attending an ailing person and the medical condition or ensuing death of that person is the cause of cancellation, curtailment or delayed return;
- g) Suicide, attempted suicide or self-inflicted injury of the covered person, whether sane or insane;
- h) War, invasion, enemy act, hostility between nations (whether or not war is declared), civil war, rebellion, revolution, insurrection, military power or usurped power, confiscation or nationalization or requisition or destruction of or damages to belongings due to any government or local or public authority;
- i) Perpetration of or attempt to perpetrate, by the covered person, directly or indirectly, a criminal act under any law;
- j) Any condition resulting from a mental, nervous, psychological or psychiatric problem of the covered person, except if the covered person must be hospitalized due to this condition;
- k) Inability to obtain the accommodation desired;
- l) Financial difficulties or aversion of the covered person to the trip or the flight;
- m) Failure of the covered person to communicate with CanAssistance in the event of medical consultation or hospitalization following an accident or sudden illness;
- n) Any state or condition of the covered person in which symptoms were ignored or for which medical advice was not followed or the recommended treatment, tests or procedures were not carried out.

### Article VI – Reduction of coverage

The benefit payable by the insurer is reduced to 50% when the loss is caused directly or indirectly by an act of terrorism. The total amount for which the insurer will be responsible in cases of an act of terrorism, or a series of acts of terrorism occurring within seventy-two (72) hours shall not exceed \$5,000,000. The total amount for which the insurer will be responsible in cases of acts of terrorism shall not exceed \$10,000,000 per calendar year.

## BAGGAGE INSURANCE

### Article I – Definition particular to this plan

#### Covered person

Means the cardholder, and any other person occupying the vehicle with the cardholder.

#### Insurer

Means Canassurance Insurance Company.

### Article II – Conditions particular to this plan

- a) Where the loss is due to theft, burglary, vandalism or disappearance, the covered person shall notify the police upon discovery of the loss. Failure to report the said loss to the authorities shall invalidate any claim under this benefit for such loss.
- b) In the event of loss, the covered person shall notify the insurer as promptly as possible and take all reasonable precautions to protect, safeguard or recover his property and shall also promptly notify the police and obtain from them written confirmation regarding such loss. The covered person shall obtain written confirmation from the hotel manager, tour guide or transportation authorities. The covered person shall furnish proof of loss or damage and value with a sworn statement within ninety (90) days of the date of loss. Failure by the covered person to comply with these conditions shall invalidate claims under this benefit.
- c) If the covered property is checked with a public carrier and delivery is delayed until after the return date, coverage shall be continued until such property is delivered by the public carrier.
- d) The insurer shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and may elect to repair or replace any damaged or lost property with other of like quality or value.
- e) Upon the occurrence of any loss for which a claim is made, the amount of the applicable limit of liability is reduced by the amount equivalent to such loss.
- f) This benefit shall not profit, directly or indirectly, any carrier or broker.

### Article III – Purpose of coverage

This benefit shall cover loss of or damage to the baggage owned by a covered person during a trip in or outside the province of residence, when the cardholder charges all of the cost of accommodation and principal transportation to his account.

In the event the checked baggage is delayed by the carrier for six (6) hours while en route and before returning to the point of departure, the insurer will reimburse, up to \$500 per covered person, for the purchase of necessary toiletries and clothing. Proof of delay of checked baggage from the carrier along with receipts of purchases must accompany the claim upon presentation to the insurer when returning from the trip. This benefit covers expenses to replace passports, driver's licenses, birth certificates or travel visas in the event these documents are lost or stolen, to a maximum of \$50.

The maximum amount payable under the Baggage benefit per covered person, per trip, is \$1,000.

### Article IV – Exclusions and reductions of coverage

The benefits are reduced or not payable in the event of or with regard to:

- a) loss of or damage to automobiles or automobile equipment, motorcycles, bicycles (unless registered with the carrier), motor boats, or other conveyances or their accessories, household furnishings or accessories, false teeth, artificial limbs, glasses, contact lenses, cash notes or coins, commercial papers, securities, tickets and documents, professional equipment or property, goods brought with the intent of trading them, antiques and collectors items, perishable articles, cosmetics, personal effects, animals or any item that is not part of the usual baggage;
- b) breakage of fragile or brittle articles unless caused by fire or theft;
- c) loss or damage due to confiscation or damage by order of any government or public authority, or to illegal transportation or trade, war, demonstration or insurrection or hostilities between nations (whether or not war is declared);
- d) loss or damage caused by wear and tear, gradual deterioration, moths or vermin or while the article is actually being worked upon or processed;
- e) theft from an unattended automobile, trailer or other vehicle, unless such vehicle was securely locked or was equipped with a closed compartment which was securely locked and the theft occurred as a result of forcible entry (of which there must be visible marks);
- f) the maximum amount payable for loss or damage for each item comprising the covered person's baggage is \$250. For the purpose of calculating the maximum per item, the following items are grouped in categories, and each category is considered, pursuant to the contract, as a single article:
  - jewellery: jewellery, watches, silver, gold or platinum items
  - furs: fur or fur-trimmed articles
  - photography equipment: cameras and photography equipment, video cameras and video or audio equipment.
 In addition, the maximum amount payable for loss or damage of the total of the three (3) categories mentioned above is \$500.
- g) loss or damage caused by any imprudent action or omission by the covered person. When an article or personal property in question cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that theft occurred;
- h) loss or damage to articles specifically insured under any other insurance contract;
- i) in the event of the loss of an article which is part of a set, the measure of loss shall be in reasonable and fair proportion to the total value of the set, giving consideration to the importance of such article and with the understanding that such loss shall not be construed to mean total loss of the set.