

General Conditions

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

Article I – Definitions

Account

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

Canassistance

Means the international operation centre maintained by Blue Cross Canassurance in Montreal. From the U.S. and all provinces call **1-888-235-2645**, and from elsewhere in the world call collect **514 286-8345**. Canassistance is also referred to as the Service Provider within this contract.

Cardholder

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

Covered person

Means the cardholder.

Escapade card

Means the National Bank Escapade MasterCard issued by the financial institution.

Financial institution

Means National Bank of Canada.

Good standing

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

Insurer

Means the Canassurance Insurance Company.

Loss

Means breakage, damage or destruction causing permanent loss of use of an object.

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.

Spouse

Means the person legally married to the cardholder or the person whom the cardholder acknowledges publicly as his/her 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/her status as spouse.

Article II – Dollars & “\$”

All the amounts of money mentioned in this contract, either to the insurer or by 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 dependents, as the case may be, must be in force at the moment an event leading to a claim occurs.

Article V – Termination of coverage

The coverage will automatically terminate on the next monthly 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 terminates the contract as provided therein;
- notification by the cardholder to the financial institution to cancel the account.

No claims incurred after such termination date will be paid.

Article VI – Concealment, fraud or attempted fraud

This entire contract shall be void if, whether before or after a loss, a covered person has wilfully 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, in the event of loss or damage, the covered person acquires 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 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 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 shall not be deemed to have waived any condition whatsoever of the contract, in whole or in part, unless a waiver is clearly expressed in writing and duly signed by a person authorized by the insurer or the assistance provider. 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 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.

PURCHASE INSURANCE AND EXTENDED WARRANTY BENEFITS

Article I – 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 II – Beneficiary

Purchase Insurance and Extended Warranty benefits are available only to 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 III – 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 IV – 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 V – 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 VI – 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 VII – 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 the Escapade card, for ninety (90) 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 his points are also covered.

Article VIII – 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. Items given as gifts by the cardholder or purchased with his points are also covered. Extended Warranty benefits are available automatically, without registration, to provide cardholders with double the period of repair services otherwise provided (in accordance with the terms of the original manufacturer’s warranty) to a maximum of one (1) full year 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 Escapade 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 of more than 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

Article IX – 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: traveller's 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 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, earthquakes, 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 X – 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 legal fees are not covered.

VEHICLE RENTAL INSURANCE

Article I – Definitions particular to this plan

Accident

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

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

Insurer

Canassurance Insurance Company.

Occupying

In or entering into or alighting from a rental vehicle.

Trip

For a covered person, a scheduled period of time away from the covered person's province of ordinary residence.

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.
- The full 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 the vehicle rental agreement and in accordance with its conditions, when the loss occurred.

Article III – 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 coverage shall 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 vehicle 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 earlier on the date on which the cardholder's account ceases to be in good standing, the date on which the account is cancelled, 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 all provinces or **514 286-8345** collect from elsewhere in the world. Notice given 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 headquarters within forty-five (45) days following the date of the accident. The cardholder shall submit reasonable proof of these expenses, acceptable to the insurer, within ninety (90) days.

Article VII – Methods of payment

The benefits are payable to the cardholder or to his/her beneficiary. In the case where the vehicle rental agency decides to settle the claim directly with the insurer, the cardholder must yield his/her right to settle to the car rental agency by filling in the necessary form.

Article VIII – Claim forms

The insurer, upon receipt of a notice of claim, will furnish to the claimant appropriate claim forms. 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 request any information, detail or observation regarding the claim, and this, 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 or 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

The contract is in effect when the cardholder taking possession of the rented vehicle charges the full cost of the vehicle rental to his/her account. A cardholder who rents any four-wheel passenger vehicle (which is not licensed to carry passengers for hire and which is not specifically excluded below) on a daily, weekly, monthly basis (subject to a maximum of thirty-one (31) days per rental period) and charges the full cost of such vehicle rental to his/her Escapade card, effective May 1, 2007, 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 car as he/she should have if he/she accepted the “Collision Damage Waiver” (or similar provision, such as “Loss Damage Waiver”) from the vehicle 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 valid always, except when

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

Further, benefits are payable only if all terms and conditions of the vehicle rental agreement are met, and no restrictions are violated. Subject to the terms and conditions set out herein, the amount of this collision damage waiver benefit is unlimited (even if the car is beyond repair), and includes any deductible amount charged by the rental agency or the covered person’s own or the employer’s automobile insurance coverage.

Article XII – Exclusions and reduction of coverage

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 intoxicating substances contrary to applicable laws and/or the car rental agreement;
- d) wear and tear, gradual deterioration, insects or vermin, inherent vice or damage;
- e) hostile or warlike action in times 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 any 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 thirty-one (31) consecutive days;
- o) vehicles rented under a monthly or yearly lease;
- p) vehicles which belong to the following categories:
 - antique vehicles
 - campers or trailers
 - expensive or exotic vehicles
 - limousines
 - motorcycles, mopeds or motorbikes
 - off-road vehicles
 - recreational vehicles
 - trucks

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

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

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 vehicle is one that 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 vehicle rental agency or its insurers.