

# General Conditions

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

## Article I – Definitions

### Account

Means the MC1 card account in good standing of the cardholder with the financial institution.

### Cardholder

Means any natural person ordinarily resident in Canada to whom the financial institution issues an MC1 card as principal or supplementary cardholder and whose account is in good standing.

### Covered person

Means the cardholder.

### 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.

### Loss

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

### MC1 Card

Means the MC1 MasterCard issued by the financial institution.

### 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.

## Article II – Dollars and “\$”

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

The coverage 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 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 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 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 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. 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 an MC1 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 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 bonus 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) up to an additional 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 MC1 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**

#### **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, floods, 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 attorney’s fees are not covered.