

General Conditions

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

Article I – Definitions

Account

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

- under eighteen (18) years of age, or;
- under twenty-five (25) years of age and attending a recognized college or university full time as a duly registered student.

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.

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.

OVATION Gold Card

Means the OVATION Gold 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 the amounts of money mentioned in this contract, as well as all sums payable under this contract 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 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 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 upon discovery of loss must notify the police.

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.

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

An 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

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

Trip

For a covered person, a scheduled period of time away from the covered person's province of ordinary 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, funds transfers (along with any other fees) will be charged to the cardholder's account, subject to the credit limit and 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 you need to consult a physician or require hospitalization, you can contact Canassistance, free of charge, 24 hours a day, 7 days a week, who will make the necessary arrangements to:

- direct the covered person to an appropriate clinic or hospital;
- make sure that the physician follows up the medical file and communicates with the family doctor;
- coordinate the safe return home of dependent children if the parent is hospitalized, all expenses charged to the cardholder's account (subject to credit availability);
- provide transmission of urgent messages;
- provide coordination of claims if the covered person has Blue Cross travel insurance;
- provide the services of an interpreter for emergency calls;
- provide settlement of 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, up to a maximum of \$5,000) or payment for such costs will be arranged, if reasonably possible, 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 outside your province of residence, 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

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

Trip

For a covered person, a scheduled period of time away from the covered person's province of ordinary 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, funds transfers (along with any other fees) will be charged to the cardholder's account, subject to the credit limit and 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

As a covered person, if while on a trip you require legal assistance, you can call 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 BENEFITS

Article I – Definitions particular to this plan

Covered person

The cardholder.

Insurer

Canassurance Insurance Company.

Loss

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 receipts and other documents described herein to file a valid claim, and must notify Canassurance by calling **1 888 235-2645** from the U.S. and all provinces and **514 286-8345** collect from elsewhere in the world immediately after learning of any loss or occurrence. Upon receipt of such notice of claim by telephone, the insurer will furnish to the cardholder 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, written proof covering the occurrence, 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 the address set out above. The signed loss report completed by the cardholder must contain the 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 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 insurance contract.

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 insurance contract. 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 an OVATION Gold 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. Articles to be given as gifts by the cardholder or bought with bonus points are also covered.

Article IX – Purpose of coverage (Extended Warranty benefits)

The 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 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 OVATION Gold 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), customer copy of the MasterCard sales receipt, serial number of the item (if available), original manufacturer's warranty valid in Canada and description of the product to the insurer at the following address:

**Blue Cross Canassurance
550 Sherbrooke Street West
Suite B-9
Montreal, Quebec H3A 1B9**

Articles to be given as gifts by the cardholder or bought with bonus points are also covered.

Article X – Exclusions 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: travelers cheques, cash (whether paper or coins), tickets, negotiable instruments or other numismatic property; animals or living plants; mail order purchases until delivered to, and accepted by the cardholder; golf balls, portable computers (laptops), softwares, 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 jewelry 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, normal usage, flooding, earthquakes, radioactive contamination, mysterious disappearance or from inherent product defects, are not covered. In cases of disasters, the claim must be made by the cardholder and not by the person who received the gift. Bodily injury, property damages, consequential damages, punitive damages and legal fees are not covered.

Article XI – Exclusions 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. In cases of disasters, the claim must be made by the cardholder and not by the person who received the gift. Bodily injury, property damages, consequential damages, punitive damages and legal fees are not covered.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE WHILE ABOARD A COMMON CARRIER

Article I – Definitions particular to this plan

Accident

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.

Common carrier

Any land, air or water conveyance for regular passenger service which is duly licensed to carry passengers for compensation or hire, which undertakes to carry all persons indifferently as to who may apply for passage, so long as there is room and there is no legal ground for refusal.

Covered person

The cardholder, his spouse and their dependent children who are travelling with the cardholder, and for which at least a portion of the cost of the common carrier ticket has been charged to the account. A covered person cannot simultaneously be deemed spouse (or dependent child) and additional cardholder.

Insurer

National Bank Life Insurance Company.

Limb

An arm and/or a hand, a leg and/or a foot, an eye, hearing in both ears or speech.

Loss

Loss of life due to accidental injury with reference to loss of life; means the complete severance through or above the wrist or ankle joint with reference to hand or foot; means the complete severance through or above the elbow or knee joint with reference to arm or leg; means complete severance through or above the first phalange with reference to thumb and index finger; means the irrecoverable loss of the entire sight of one (1) eye with reference to an eye; means complete and irrecoverable loss of the ability to utter intelligible sounds with reference to speech; means complete and irrecoverable loss of hearing in two (2) ears with reference to hearing.

Loss of use

Total and irrecoverable loss of use of a limb, provided the loss of use is continuous for twelve (12) consecutive months and such loss of use is determined to be permanent.

Master Policy

The Policy Number MC-1002-04 underwritten by the insurer to the policyholder.

Passenger

A covered person in, entering into, or alighting from a common carrier. The definition of passenger does not include a person acting as a pilot, operator or crew member.

Policyholder

National Bank of Canada.

Article II – When a covered person's coverage begins

Coverage will take effect at the time a covered person meets the definition of a passenger.

Article III – When a covered person's coverage ends

Coverage will end at the earliest of the following:

1. The date on which the master policy terminates or is terminated by the policyholder or by the insurer.
2. When a covered person ceases to fall within the terms of the master policy.

Article IV – Scope of coverage

Coverage takes effect when the covered person is in, entering into, or alighting from a common carrier involved in an accident, and for which at least a portion of the cost of the ticket has been charged to the account.

Article V – Purpose of coverage (schedule of benefits for loss or loss of use)

The insurer will pay a benefit in case of bodily injury which results in an accidental loss of life or any other loss or loss of use as stated in the following schedule and while the coverage is in force. The loss or loss of use must occur within three hundred and sixty-five (365) days after the date of the accident.

■ Loss of life	\$500,000
■ Loss or loss of use of two limbs or more	\$500,000
■ Loss or loss of use of one limb	\$250,000
■ Loss or loss of use of the thumb and index finger	\$125,000

Article VI – Purpose of coverage (hospital confinement indemnity benefit)

If a covered accident as per article V requires that a covered person be confined to a hospital for more than seven (7) consecutive days, the insurer will pay retroactively from the first (1st) day a monthly benefit of one thousand dollars (\$1,000) for each full month of hospital confinement or thirty-three dollars (\$33) per day for a period of less than one (1) month. This benefit is limited to a total of twelve (12) months for any covered accident. Successive periods of hospital confinement for loss from the same covered accident within a period of less than three (3) months will be considered as one (1) same period of hospital confinement. The term “hospital” is defined as an establishment which holds a license as a hospital, operates primarily for the reception, care and treatment of sick, convalescent or injured persons as in-patients, provides 24-hour-a-day nursing service by registered or graduate nurses, has a staff of one or more licensed physicians available at all times, provides organized facilities for diagnosis and major medical surgical facilities, and is not primarily a clinic, nursing, rest or convalescent home or similar establishment or is not, other than incidentally, a place for alcoholics or those addicted to drugs.

Article VII – Exposure and disappearance

Should a covered person’s disappearance be due to wrecking, sinking or disappearance of a common carrier, aboard which the covered person was a passenger and if the body is not found within one (1) year following the accident, the covered person will be considered deceased (unless there is contrary proof) after a period of three hundred and sixty-five (365) days following the accident, except if a declared judgment sets a different date.

Article VIII – Beneficiary

Unless specified otherwise by the cardholder, the amounts are payable as follows:

- if the cardholder is deceased, the amounts payable shall be paid to his spouse or, if the spouse is deceased, to the cardholder’s estate;
- in the event of the death of any other person insured, the amounts payable shall be paid to the cardholder, or, if the cardholder is deceased, the amounts payable shall be paid as stipulated in the preceding point.

Article IX – Limitations

The maximum indemnity payable to a covered person following any one accident, in one or more installments, is limited to five hundred thousand dollars (\$500,000). The overall aggregate limit of indemnity within the master policy as per any one accident is ten million dollars (\$10,000,000). Should the total of such indemnities exceed ten million dollars (\$10,000,000), then the indemnity payable to each covered person will be reduced proportionally.

Article X – Exclusions

The master policy will not pay for a loss or a loss of use caused by or resulting from:

1. Suicide, attempted suicide or intentionally self-inflicted injuries whether the covered person is sane or insane;
2. Active participation by the covered person in any act of declared or undeclared war, or in any civil disorders;
3. Injury incurred by the covered person while travelling in any status other than passenger;
4. Injury incurred aboard a common carrier but for which the common carrier itself isn’t involved in an accident;
5. The commission or attempted commission of a criminal offence by the covered person.

Article XI – Notice of claim

The cardholder, the beneficiary or his representative must communicate with the policyholder. Written notice of a claim must be given by the policyholder to the insurer within forty-five (45) days or as soon thereafter as is reasonably possible. The cardholder must contact Canassistance by calling **1 888 235-2645** from Canada and the U.S. or **514 286-8345** collect from elsewhere in the world. Notice with information sufficient to identify the cardholder shall be deemed notice to the insurer. Failure to give notice or furnish proof of claim within the time prescribed will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the accident, and if it is shown that it was not reasonably possible to have done it within the time prescribed.

Article XII – Required proof

Before considering a claim filed under this 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.

CAR 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.

Insurer

Canassurance Insurance Company.

Article II – Eligibility

The following eligibility requirements apply:

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

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 car under the car rental agreement takes control of the rental car, and ends when the rental agency assumes control of the rental car, 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 and **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 beneficiary. In the case where the car rental agency decides to settle the claim directly with the insurer, the cardholder must yield his right to settle to the car rental agency by filing 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 demand 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 (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 car 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, monthly basis (to a maximum of thirty-one (31) days per rental period) and charges all the cost of such car rental to his OVATION Gold card, effective November 1st, 2005, 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 should 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.

Further, benefits are payable only if all terms and conditions of the car 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 employer's automobile insurance coverage.

Article XII – Purpose of coverage (personal effects benefit)

In effect when the cardholder, taking possession of the rented vehicle, charges all the cost of the car rental to his account. Personal effects insurance coverage is provided beginning 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 car for which the cardholder charged all the cost to his OVATION Gold card, for the duration of the rental period. Coverage is provided for the personal effects of the cardholder when he rents a car, 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 or vandalism, 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 in violation of the terms of the car rental agreement;
- b) operation of the rental car for the transportation of goods/ passengers against payment;
- c) operation of the rental car 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 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 car 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 a rental agreement that exceeds thirty-one (31) 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
 - expensive 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
- Aston Martin
- Nissan 300 ZX
- Lamborghini
- Alfa Romeo
- Rover
- BMW (except 318 and 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 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 guarantee applies only if the item lost is not specifically covered by another insurance. Personal effects do not include money (whether paper or coin), travelers cheques, bullion, bank notes, medals or other numismatic property, animals or living plants, mail order purchases until delivered to, and accepted by the cardholder, and golf balls. 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.