

Insurance Certificate

1. General Definitions

1.1 Account

The Platinum MasterCard Business Card Account in Good Standing of the Authorized Cardholder and in force with the Financial Institution.

1.2 Authorized Cardholder

Any natural person ordinarily residing in Canada to whom the Financial Institution issues a Platinum MasterCard Business Card as a main or additional Cardholder, and whose Account is in Good Standing.

1.3 Business

A company, partnership, sole proprietor, or any other entity that has signed an agreement with the Financial Institution pursuant to which the Financial Institution issued a Platinum MasterCard Business Card Account for the use by the Business owner and Authorized Cardholders of the Business.

1.4 CanAssistance

The international operation centre maintained by Blue Cross Canassurance in Montreal. From the U.S. and Canada, 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.

1.5 Dependent Child

A child of the Authorized Cardholder, of his/her Spouse or both, over thirty (30) days old, who is dependent on the Authorized Cardholder, who is not married, and who is:

1.5.1 under eighteen (18) years of age; or

1.5.2 under twenty-five (25) years of age and attends a recognized college or university full-time as a duly registered student.

1.6 Financial Institution

National Bank of Canada.

1.7 Good Standing

Being in full compliance with all of the provisions of the Agreement in force between the Authorized Cardholder and the Financial Institution, as amended from time to time.

1.8 Mysterious Disappearance

When the article of personal property 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.

1.9 Platinum Business Card

The National Bank Platinum MasterCard Business Card issued by the Financial Institution.

1.10 Spouse

The person legally married to the Authorized Cardholder or the person whom the Authorized Cardholder acknowledges publicly as his/her Spouse and with whom the Authorized 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.

1.11 Ticket

Evidence of fare paid for travel on board a Common Carrier, at least a portion of the cost of which has been charged to the Account.

2. General Conditions

2.1 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 if a covered person collects or, directly or indirectly, seeks to collect benefits by fraudulent means. 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.

2.2 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.

2.3 Dollars and “\$”

All amounts of money mentioned in this contract, as well as all sums payable under this contract, shall be in the legal currency of Canada.

2.4 Interest

No sum payable under this contract shall bear interest.

2.5 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 an authorized person.

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.

2.6 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.

2.7 Legal Action and Limitations of Actions

No action at law or in equity shall be brought to recover on this contract prior to the expiration of sixty (60) days after proof of Loss has been furnished in accordance with the requirements of this contract, nor shall any such action be brought at all unless commenced within three (3) years after the expiration of the time within which proof of Loss is required.

2.8 Police Report

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

2.9 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 of the claim.

2.10 Termination of Coverage

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

2.10.1 a covered person for any reason ceases to fall within the description of a covered person;

2.10.2 the Insurer or the Financial Institution terminates the contract as provided therein;

2.10.3 notification by the Authorized Cardholder to the Financial Institution to cancel the Account.

No claims incurred after such termination date will be paid.

3. Purchase Insurance and Extended Warranty

This insurance protection came into effect June 1, 2011, and supersedes any insurance guarantee previously issued to the Authorized Cardholder.

3.1 Definitions Particular to this Plan

3.1.1 Covered Person

The Authorized Cardholder.

3.1.2 Insurer

Canassurance Insurance Company.

3.1.3 Loss

Breaking, damage or destruction causing permanent Loss of usage of an article.

3.2 Conditions Particular to this Plan

3.2.1 Notice of Loss, Proof of Loss, Payment of Claim

The Authorized Cardholder must keep copies of 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 damage.

Upon receipt of such notice of claim by telephone, the Insurer will supply to the Authorized Cardholder appropriate claim forms. If such claim forms are not furnished within fifteen (15) days after the giving of such notice, the Authorized 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 Authorized Cardholder must, within ninety (90) days of the date of the Loss or occurrence, complete, sign and return the Loss report, provided by the Insurer, to Insurer's head office.

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

The signed Loss report completed by the Authorized 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 Authorized Cardholder must notify and obtain approval of the repair services and repair facility from the Insurer. At the Insurer's sole discretion, the Authorized Cardholder may be required to send, at his/her 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.

3.2.2 Beneficiary

Purchase insurance and extended warranty benefits are available only to the benefit of the Authorized Cardholder. No other person or entity shall have any right, remedy or claim,

legal or equitable, to the benefits. The Authorized Cardholder shall not assign these benefits other than benefits for gifts as expressly provided in this insurance contract.

3.2.3 Limits of Liability

For purchase insurance benefits, there is a maximum of \$60,000 per Account for the life of the Account. The Authorized 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 Authorized 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 discretion, may opt to: a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part) provided the Insurer notifies the Authorized 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.

3.2.4 Other Insurance

Purchase insurance coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Authorized Cardholder in respect of the item subject to the claim. In the case of Loss or damage, 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 control despite any “non-contribution provision” in other insurance, indemnity or protection policies or contracts.

3.2.5 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:

3.2.5.1 the event giving rise to the claim;

3.2.5.2 the circumstances surrounding the accident;

3.2.5.3 the actual costs incurred;

3.2.5.4 the purchase of an article.

3.2.6 Due Diligence

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

3.3 Purpose of Coverage

3.3.1 Purchase Insurance Benefits

The guarantee is in effect when the Authorized Cardholder charges the cost of covered personal property items to his/her Account.

Purchase insurance benefits are available automatically, without registration, to protect most items of personal property purchased by the Authorized Cardholder with a Platinum MasterCard Business 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 Authorized Cardholder will be reimbursed for the purchase price, at the Insurer's discretion.

3.3.2 Extended Warranty Benefits

This guarantee is in effect when the Authorized Cardholder charges the full cost of covered items with warranties valid in Canada to his/her Account.

Extended warranty benefits are available automatically, without registration, to provide Authorized 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 MasterCard Business Card (provided that in all cases, automatic coverage is limited to the original manufacturer's warranties of five (5) years or less). Most original manufacturer's warranties of over five (5) years are also eligible for extended warranty coverage, provided the Authorized Cardholder registers such items within five (5) years of the purchase date. To register a purchased item with a warranty over five (5) years for extended warranty, the Authorized Cardholder must send copies of the vendor sales receipt (if any), 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 À la carte points are also covered.

3.4 Exclusions and Reductions of the Guarantee

3.4.1 Purchase Insurance Benefits

Purchase insurance benefits apply only 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 coins), Tickets, negotiable instruments or other numismatic property; animals or living plants; mail-order purchases until delivered to and accepted by the Authorized Cardholder; golf balls, software, automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, 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 do not apply to jewellery stolen from baggage, unless such baggage is hand carried under the personal supervision of the Authorized Cardholder or the Authorized Cardholder's travelling companion (with the Authorized 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 contamination, Mysterious Disappearance, or inherent product defects are not covered. Items that the Authorized Cardholder gives as a gift are covered. The Authorized Cardholder, not the recipient of the gift, must make any claim for benefits. Bodily injury, property damages, consequential damages, punitive damages and attorney's fees are not covered.

3.4.2 Extended Warranty Benefits

The Extended Warranty does not cover used items, automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, 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. Items that the Authorized Cardholder gives as a gift are covered. The cardholder, not the recipient of the gift, must make any claim for benefits. Bodily injury, property damages, consequential damages, punitive damages, and attorney's fees are not covered.

4. Common Carrier Travel Accident Insurance

The following insurance protection and assistance services came into effect September 1, 2008, and supersede any insurance guarantee previously issued to the Authorized Cardholder.

4.1 Definitions Particular to this Plan

4.1.1 Accident

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

4.1.2 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.

4.1.3 Covered Person

The Authorized Cardholder, his Spouse, Dependent Children or Travelling Companion who are travelling with the Authorized Cardholder, and for whom 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.

4.1.4 Insurer

National Bank Life Insurance Company.

4.1.5 Limb

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

4.1.6 Loss

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

4.1.7 Loss of Use

The 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.

4.1.8 Master Policy

Means the policy number MC-1002-04 underwritten by the company to the Policyholder.

4.1.9 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.

4.1.10 Policyholder

National Bank of Canada.

4.1.11 Travelling Companion

An individual who is working for the Authorized Cardholder's company and with whom he/she is travelling.

4.2 Term of the Coverage

4.2.1 When a Covered Person's Coverage Begins

Coverage will take effect at the time a Covered Person meets the definition of a Passenger.

4.2.2 When a Cover Person's Coverage Ends

Coverage will end at the earliest of the following:

4.2.2.1 The date on which the Master Policy terminates or is terminated by the Policyholder or by the company;

4.2.2.2 When a Covered Person ceases to fall within the terms of the Master Policy.

4.3 Description and Scope of Coverage

4.3.1 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.

4.3.2 Schedule of Benefits for Loss or Loss of Use

The company 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	\$250,000
Loss or Loss of Use of two Limbs or more	\$250,000
Loss or Loss of Use of one Limb	\$125,000
Loss or Loss of Use of the thumb and index finger	\$62,500

4.3.3 In-Hospital Indemnity Benefit

If a covered Accident, as per 4.3.2, requires that a Covered Person be confined to hospital or hospitalized for more than seven (7) consecutive days, the Insurer will pay retroactively to the first (1st) day a monthly benefit of one thousand dollars (\$1,000) for each full month of hospitalization 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 hospitalization for Loss from the same covered Accident separated by a period of less than three (3) months will be considered as one (1) period of hospitalization.

A "hospital" is defined as an establishment that holds a license as a hospital, operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients, provides 24-hour-a-day nursing services 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.

4.3.4 Exposure and Disappearance

Should a Covered Person's disappearance be due to a crash, sinking or disappearance of a Common Carrier on board 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.

4.3.5 Beneficiary

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

4.3.5.1 If the Authorized Cardholder is deceased, the amounts payable shall be paid to his Spouse or, if the Spouse is deceased, to the Authorized Cardholder's estate;

4.3.5.2 In the event of the death of any other Covered Person, the amounts payable shall be paid to the Authorized Cardholder, or, if the Authorized Cardholder is deceased, the amounts payable shall be paid as stipulated in the preceding point.

4.4 Limitations and Exclusions

4.4.1 Limitations

The maximum indemnity payable to a Covered Person following any one Accident, in one or more instalments, is limited to two hundred and fifty thousand dollars (\$250,000). 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 exceeds ten million dollars (\$10,000,000), then the indemnity payable to each Covered Person will be reduced proportionally.

4.4.2 Exclusions

The Master Policy will not pay for a Loss or a Loss of Use caused by or resulting from:

4.4.2.1 suicide, attempted suicide or intentionally self-inflicted injuries, whether the Covered Person is sane or insane;

4.4.2.2 active participation in any act of declared or undeclared war, or in any civil disorders;

4.4.2.3 injury incurred by a Covered Person while travelling as a status other than Passenger;

4.4.2.4 injury incurred on board a Common Carrier but for which the Common Carrier itself isn't involved in an Accident;

4.4.2.5 the commission or attempted commission of a criminal offence by the Covered Person.

4.5 General Provisions

4.5.1 Currency

All sums payable under this certificate shall be in the legal currency of Canada.

4.5.2 Notice of Claim

The Authorized Cardholder, the beneficiary or his representative must communicate with the Policyholder.

Written notice of a claim must be given by the Policyholder to the company within forty-five (45) days, or as soon thereafter as is reasonably possible. The Authorized Cardholder must contact National Bank Life Insurance Company by calling 1-877-871-7500 or 514-871-7500. Notice with information sufficient to identify the Authorized Cardholder shall be deemed notice to the company.

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.

4.5.3 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:

4.5.3.1 the event giving rise to the claim;

4.5.3.2 the circumstances surrounding the Accident.

5. Vehicle Rental Insurance

These insurance benefits came into effect June 1, 2011.

5.1 Definitions Particular to this Plan

5.1.1 Accident

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

5.1.2 Covered Person

The Authorized Cardholder, and any person Occupying the vehicle and who is travelling with the cardholder.

5.1.3 Insurer

Canassurance Insurance Company.

5.1.4 Occupying

Means a person entering into or alighting from a rental vehicle.

5.1.5 Trip

A scheduled period of time away from the Covered Person's place of ordinary residence.

5.2 General Conditions

5.2.1 Eligibility

The following eligibility requirements apply:

5.2.1.1 The vehicle must be rented from a commercial car-rental agency;

5.2.1.2 The vehicle must be rented by the Authorized Cardholder;

5.2.1.3 All or any portion of the cost of the rental must be charged to the Authorized Cardholder's Account;

5.2.1.4 The rental vehicle must have been operated by the Authorized Cardholder or another person permitted to operate the rental vehicle under the vehicle rental agreement and in accordance with its conditions when the Loss occurred (except for personal effects insurance).

5.2.2 Other Insurance

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.

5.2.2.1 If the Authorized Cardholder is deceased, the amounts payable shall be paid to his/her Spouse or, if the Spouse is deceased, to the Authorized Cardholder's estate.

5.2.2.2 In the event of the death of any other insured person, the amounts payable shall be paid to the Authorized Cardholder or as stipulated in point 5.2.2.1 above.

5.2.3 Coverage Period

Insurance coverage begins as soon as the Authorized Cardholder or other person authorized to operate the rental vehicle under the vehicle rental agreement takes control of the rental vehicle, and ends at the earliest of:

5.2.3.1 the time when the rental agency assumes control of the rental vehicle, whether it be at its place of Business or elsewhere;

5.2.3.2 the date on which the Authorized Cardholder's Account ceases to be in Good Standing;

5.2.3.3 the date on which the Account is cancelled;

5.2.3.4 the date on which the Authorized Cardholder is notified of the termination of agreement between the Insurer and the Financial Institution.

5.2.4 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 Authorized 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 by or on behalf of the claimant to the Insurer, with information sufficient to identify the Authorized Cardholder, shall be deemed notice to the Insurer.

5.2.5 Claims

The Insurer shall not assume responsibility, under this contract, unless a claim is submitted to its head office within forty-five (45) days following the date of the Accident. The Authorized Cardholder shall submit reasonable proof of these expenses, acceptable to the Insurer, within ninety (90) days.

5.2.6 Methods of Payment

The benefits are payable to the Authorized Cardholder or to his/her beneficiary. In the case where the car rental agency decides to settle the claim directly with the Insurer, the Authorized Cardholder must yield his/her right to settle with the car rental agency by filing the necessary form.

5.2.7 Claim Forms

The Insurer, upon receipt of a notice of claim, will furnish to the claimant the 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.

5.2.8 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 of the claim.

5.2.9 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:

- 5.2.9.1 the event giving rise to the claim;
- 5.2.9.2 the circumstances surrounding the Accident;
- 5.2.9.3 the actual costs incurred.

5.3 Purpose of the Coverage

5.3.1 Collision Damage Waiver

This guarantee supersedes any insurance guarantee previously issued to the Authorized Cardholder and is in effect when the Authorized Cardholder taking possession of the rented vehicle charges all or a portion of the cost of the vehicle rental to his/her Account. An Authorized 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 (to a maximum of forty-eight [48] days per rental period) and charges all or part of the cost of such vehicle rental to his/her Platinum MasterCard Business Card, effective June 1, 2011, is entitled to receive collision damage waiver benefits for the duration of the rental period. Collision damage waiver benefits provide the Authorized Cardholder with the same protection against Losses arising from the contractual liability assumed when renting and operating the rental vehicle as he/she should have if he/she 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.

The amount of the benefit payable will be the amount of the Loss which would have been waived (including any deductible) had the Authorized Cardholder accepted the car rental agency's collision damage waiver.

This insurance is valid always, except when:

- 5.3.1.1 the law does not permit it;
- 5.3.1.2 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 vehicle is beyond repair), and includes

any deductible amount charged by the rental agency, the Covered Person's vehicle insurance coverage or his/her employer's insurance coverage.

5.3.2 Personal Effects Benefits

In effect when the Authorized Cardholder taking possession of the rented vehicle charges all or a portion of the cost of the vehicle rental to his/her 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 or in any hotel or other building en route during a Trip with the rental vehicle, for the duration of the rental period.

Coverage is provided for the personal effects of the Authorized Cardholder when he/she rents a vehicle, and extends to the personal effects of any immediate family members (Spouse or Dependent Child travelling with the Authorized Cardholder).

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 must notify the police upon discovery of Loss.

5.4 Exclusions and Reductions of Coverage

5.4.1 Collision Damage Waiver

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

5.4.1.1 Operation of the rental vehicle in violation of the terms of the vehicle rental agreement;

5.4.1.2 Operation of the rental vehicle for the transportation of goods/Passengers against payment;

5.4.1.3 Operation of the rental vehicle while under the influence of illegal controlled substances;

5.4.1.4 Wear and tear, gradual deterioration, insects or vermin, inherent vice or damage;

5.4.1.5 Hostile or warlike action in time of peace or war;

5.4.1.6 Any weapon of war employing atomic fission or radioactive force or any other nuclear reaction, nuclear radiation or radioactive contamination;

5.4.1.7 Insurrection, rebellion, revolution or civil war;

5.4.1.8 usurped power or action taken by government or public authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or custom regulations;

5.4.1.9 Confiscation by order of any government or public authority;

5.4.1.10 Transporting contraband or illegal trade;

5.4.1.11 Operation of the rental vehicle in violation of any established law or regulation.

Further, this contract provides no coverage for:

5.4.1.12 Vehicles that are not rental vehicles, i.e., that are not rented from a commercial car rental agency;

5.4.1.13 Vehicles rented in a manner other than under a daily, weekly or monthly contract;

5.4.1.14 Vehicles rented under a rental agreement that exceeds forty-eight (48) consecutive days;

5.4.1.15 Vehicles rented under a monthly or yearly lease;

5.4.1.16 Vehicles that belong to the following categories:

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

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

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

- a) are for private Passenger use with seating for no more than seven (7) occupants including the driver;
- b) do not exceed a “3/4 ton” rating;
- c) are not designed for recreational use;
- d) are not used for hire by others.

Covered vans include, but are not limited to, the following vehicles:

Chevy Astro Van	Plymouth Voyager
Ford Aerostar	Nissan Access
Toyota Previa	Mazda MPV
Chevrolet Astro Lumina	Dodge Caravan GMC Safari
Volkswagen Eurovan	Pontiac Transport

5.4.1.17 Personal civil liability insurance;

5.4.1.18 Any amount assumed, waived or paid by the car rental agency or its Insurers.

5.4.1.19 Personal Effects

This coverage applies only insofar as the items lost are not covered by other insurance. Personal effects do not include money (whether paper or coin), traveller’s cheques, bullion, bank notes, medals or other numismatic property, animals or living plants, mail-order purchases until delivered to and accepted by the Authorized Cardholder and golf balls. Theft of jewellery from baggage is not covered and unless such baggage is hand-carried under the personal supervision of the Authorized Cardholder or the Authorized Cardholder’s Travelling Companion (with the Authorized Cardholder’s knowledge). 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, floods, earthquakes, radioactive contamination, Mysterious Disappearance or inherent product defects is not covered.

6. Flight Delay

6.1 Definitions Particular to this Plan

6.1.1 Covered Person

The Authorized Cardholder.

6.1.2 Insurer

Canassurance Insurance Company.

6.2 Conditions Particular to this Plan

To substantiate a claim for non-refundable or extra costs, the Covered Person must provide, where applicable:

- documentary evidence of the event 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.

6.3 Purpose of Coverage

Subject to the definitions, limitations, conditions, exclusions and reductions of the coverage of this contract, the Insurer shall pay 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.

7. Baggage Insurance

7.1 Definitions Particular to this Plan

7.1.1 Covered Person

The Authorized Cardholder.

7.1.2 Insurer

Canassurance Insurance Company.

7.2 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 quickly 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 Common Carrier and delivery is delayed until after the return date, coverage shall be continued until such property is delivered by the Common 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.

7.3 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 Insurance benefit per Covered Person, per Trip, is \$1,000.

7.4 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.