

# Insurance and Assistance Program 713706-2

Distribution Guide

## Distribution Guide Summary of Insurance Coverage

Purchase Protection and Extended Warranty	<ul> <li>&gt; Purchase protection against theft or breakage 90 days following the date of the item's purchase</li> <li>&gt; Doubles the manufacturer's warranty, up to one additional year</li> <li>Maximum of \$60,000 for the entire term of the account</li> </ul>
Vehicle Rental	Coverage of damages resulting from an <i>accident</i> , fire, theft or vandalism for rentals of 31 days or less, up to \$65,000  Personal effects coverage up to \$2,000  Up to \$300,000 for death or <i>loss of limbs</i>
Accidental Death and Dismemberment Aboard a Common Carrier	Up to \$250,000 for death or loss or loss of use of limbs resulting from a common carrier accident during a trip

## Summary of Assistance Services

Medical and general assistance	Included
Legal assistance	Included

In case of emergency, in order to file a claim or for any information request, contact the assistance provider:

- > From Canada and the US: 1-888-235-2645
- > From elsewhere in the world (call collect): 514-286-8345

Purchase protection, travel insurance and assistance services provided with your National Bank of Canada PREMIA<sup>®,1</sup> Business Mastercard<sup>®</sup> credit card

\_\_\_

## **Distribution Guide**

Information on Insurance Product and Parties

## Name of insurance product:

Purchase Protection and Travel Insurance for National Bank of Canada Mastercard credit cards, group insurance policy no. 713706 (Schedule A Certificate number 2) / 713706-2.

## Type of insurance product:

Purchase insurance and extended warranty and travel insurance (group insurance)

Assistance provider contact information (mandated by the insurer to assist with claims, provide assistance services and provide consulting services)

#### CanAssistance Inc.

550 Sherbrooke Street West Suite B-9 Montreal, Quebec H3A 3S3 Canada and the US: 1-888-235-2645 Elsewhere in the world: 514-286-8345 (call collect)

<sup>1</sup> This product is only available to current cardholders. It is no longer offered to new clients.

Insurer contact information (except residents of Alberta)	National Bank Life Insurance Company 1100 Robert-Bourassa Blvd. 5th Floor Montreal, Quebec H3B 2G7 Montreal: 514-871-7500 Toll-free: 1-877-871-7500 Fax: 514-394-6992 nbc-insurance.ca insurance@nbc.ca
Insurer contact information (residents of Alberta)	Canassurance, Insurance Company 550 Sherbrooke Street West Suite B-9 Montreal, Quebec H3A 3S3 Montreal: 514-286-7686 Toll-free: 1-877-986-7681 Fax: 1-866-286-8358 qc.croixbleue.ca
Policyholder and distributor contact information	National Bank of Canada 600 De La Gauchetière Street West Montreal, Quebec H3B 4L2 Montreal: <b>514-394-5555</b>

Toll-free: **1-888-483-5628** 

## IMPORTANT CAREFULLY READ THE FOLLOWING

The purpose of *Purchase Protection and Travel Insurance* is to cover the damages resulting from sudden unforeseeable events. It is important that you read and understand this guide before you travel, because your coverage may include restrictions and exclusions.

This guide contains descriptions of clauses in the certificate of insurance which may limit the amount payable.

Furthermore, the *Purchase Protection and Travel Insurance* and any associated coverage is valid until the earliest of the following dates:

- the date the account is cancelled or closed by the Bank
- the date the account is closed at the request of the primary cardholder or
- > the date the Purchase Protection and Travel Insurance is cancelled or suspended by the Bank following a prior written notice of at least 90 days to the primary cardholder advising the primary cardholder to pay the minimum balance on the card

## CAREFULLY READ THIS GUIDE UPON RECEPTION

The Autorité des marchés financiers (AMF) does not guarantee the quality of the insurance product offered in this guide. The insurer for the Province of Quebec is solely responsible for any discrepancies between the wording of the guide and the wording of the Group Insurance Policy.

## Table of Contents

ur	chase Protection and Travel Insurance	09
1.	Definitions and Introduction	09
2.	Description of Purchase Protection and Travel Insurance Product	13
3.	Purchase Protection and Extended Warranty  a) Special Terms and Conditions	16 17
4.	Vehicle Rental	21 23
5.	Accidental Death and Dismemberment Aboard a Common Carrier  a) Special Terms and Conditions	28 29
6	General Terms and Conditions	21

7.	Similar insurance products	35
	Insurer's deadline for replying after receiving a claim	35
9.	Autorité des marchés financiers contact information	35

## Purchase Protection and Travel Insurance

#### 1. Definitions and Introduction

#### Rules of Interpretation:

- 1. Provinces: Provinces include territories.
- Gender and number: Unless the context requires otherwise, words in one gender include all genders and words in singular include the plural and vice versa.

#### a) Definitions

Words in *italics* in the present document have the following meanings.

Accident: A sudden, unintentional and unforeseen event that directly and independently of all other causes results in damage, loss or injury.

Account: The PREMIA Business Mastercard credit card account issued to the *company* by the *Bank*.

Act of terrorism: Action or threat intended to intimidate or terrorize a population, group or government based on politics, ethnicity, ideology or religion. Terrorism may include the following acts (or threat thereof): destruction of property, kidnapping, actions causing injury or death and hijacking. Wars (declared or undeclared), invasions, hostilities between nations, civil wars, rebellions, insurrections and coups are not considered acts of terrorism.

Assistance provider: Any company mandated by the insurer to receive requests for assistance and assist with claims.

Authorized user: A natural person to whom a card associated with the card account of a primary cardholder has been issued, at the request of the primary cardholder.

Bank or Distributor: National Bank of Canada is both the policyholder for group insurance policy no. 713706 issued effective September 1<sup>st</sup>, 2017, for the *Purchase Protection and Travel Insurance* product and the Distributor of the product. Business companion: An individual who is working for the company and who is travelling with the cardholder.

*Card*: The credit card provided to the *cardholder* by the *Bank* related to the *account*.

Cardholder: The natural person residing in Canada whom the company has identified as being the primary cardholder or an authorized user and to whom the Bank has issued a card.

Common carrier: Any land, air or water conveyance operated by an entity legally authorized to transport passengers for pay, which accepts all members of the public who wish to travel as long as there is space on board and to which access cannot legally be refused.

Company: A company, partnership, corporation or any other entity that has signed an agreement with the Bank pursuant to which the Bank issued the account.

Dependent child: Child of the cardholder or the cardholder's spouse that is at least 30 days old. The child must also meet one of the following conditions:

- > be under 21 years of age
- > be under 25 years of age and enrolled in full-time studies at an educational institution
- require support for basic needs due to a mental or physical disability

Eligible vehicle (definition used for vehicle rental coverage): A rented vehicle meeting all of the following conditions:

- the vehicle must be rented from a commercial rental agency (traditional rental agency or commercial carsharing service)
- > the vehicle must be rented by the *cardholder*
- the entire cost of the rental must be charged to the account or paid for with rewards points earned with the card
- > the rental period cannot exceed 48 consecutive days (even if the rental consists of multiple successive contracts). Rental periods must be separated by at least one full day to be considered non-consecutive
- > the rental vehicle must be a four-wheel passenger vehicle (not licensed for commercial transportation) and must not be included in the list of excluded vehicles in section 4 b) (iii) below

Hospital: A registered facility licensed to provide medical care in the country where it is located. To be considered a hospital, the facility must meet the following criteria:

- > provide care and treatment to injured or sick individuals, both as inpatients and outpatients
- have at least one physician or registered nurse present at all times
- have an operating room, laboratory and diagnostic equipment

The following facilities are not considered hospitals:

- > facilities licensed or used principally as a clinic
- > extended care facilities, continuing care centres or the continuing care unit of a hospital
- > rest homes or convalescent homes
- > health resorts or nursing homes
- > drug or alcohol treatment centres

Hospitalization: Admission to a hospital as an inpatient to receive preventative, diagnostic or medical care. Day surgery is also considered a hospitalization. A hospital stay for convalescent or rehabilitation care is not considered a hospitalization.

Insured (definition used for accidental death and dismemberment coverage aboard a common carrier): The cardholder, his spouse or any dependent child travelling with the cardholder on a trip, or child born during a trip in the first 32 weeks of pregnancy, and his business companions, travelling as a passenger aboard a common carrier.

*Insurer*: For Alberta residents, the insurer is Canassurance, Insurance Company. For residents of all other provinces and territories, the insurer is National Bank Life Insurance Company.

Loss of a limb: The following events constitute the loss of one limb:

- complete severance at or above the wrist or loss of use of a hand or arm
- > complete severance at or above the ankle or *loss of use* of a foot or leg
- > complete and irrecoverable loss of sight in one eye
- > complete and irrecoverable loss of hearing in both ears
- > complete and irrecoverable loss of ability to utter intelligible sounds

Loss of thumb and loss of index finger: Complete severance at or above the first phalanx.

Loss of use (of a limb): Complete and irrecoverable loss of the use of a limb that continues over a period of 12 months and is considered permanent.

*Mysterious disappearance*: Loss of an object without reasonable evidence of theft.

Passenger: Person riding in, boarding or disembarking from a common carrier not in the capacity of a pilot, driver, operator or crew member.

*Physician*: Person who is not the *insured*, is not a family member of the *insured* and is licensed to practice medicine in the country where medical care is administered.

*Proof of purchase*: Receipt (or bill) from a vendor along with the *cardholder* copy of the Mastercard sales slip.

Purchase price: The total cost of an article, including taxes, indicated on the Mastercard sales slip. The cost of service or warranties for the article is not included in the purchase price.

Purchase Protection and Travel Insurance: The Purchase Protection and Travel Insurance product offered by the *insurer* and distributed by the *Distributor* with the *card* under policy no. 713706 issued by the *insurer*.

Spouse: The person married to or in a civil union with the cardholder or living in a conjugal relationship with the cardholder for over 1 year. This person can no longer be considered a spouse if the union has been legally dissolved or this person has been living separately from the cardholder for more than 3 months.

*Trip*: A one-time travel of a person outside his place of ordinary residence for a scheduled period of time.

*Trip* (definition used for vehicle rental coverage):
A period of travel outside of the usual place of residence of the *insured*.

#### b) Introduction

The purpose of a distribution guide is to provide details about the insurance product in plain English. It should help you decide if the insurance coverage meets your needs in the absence of an insurance representative.

Keep this guide in a safe place for future reference.

Warning: Exclusions and limitations apply to this coverage. Carefully read this document to ensure you understand the exclusions and limitations and verify if coverage is adequate or if you need to purchase additional coverage.

Terms in this guide formatted in *italics* have a specific meaning. They are explained in the "Definitions" section above.

## Description of Purchase Protection and Travel Insurance Product

#### a) Type and duration of coverage

The *Purchase Protection and Travel Insurance* provided with your *card* **at no extra requirement or cost** includes the following 3 types of coverage:

✓ Purchase Protection and Extended Warranty	In the event of theft or breakage & extended warranty on new items purchased with your <i>card</i>
✓ Vehicle Rental	In case of damage resulting from an <i>accident</i> , fire, theft or vandalism & coverage for personal effects
✓ Accidental  Death and  Dismemberment  Aboard a  Common Carrier	In the event of death or <i>loss of</i> , or <i>loss of use of</i> a limb resulting from an <i>accident</i> on board of a <i>common carrier</i> during a <i>trip</i>

#### Termination of coverage

The *Purchase Protection and Travel Insurance* and any associated coverage is valid until the earliest of the following dates:

- > date the account is cancelled or closed by the Bank
- date that the account is closed at the request of the company
- date that the Purchase Protection and Travel Insurance is cancelled or suspended by the Bank following mailing of not less than 90 days' prior written notice to the company

The Purchase Protection and Travel Insurance contains exclusions, including certain activities or circumstances for which no benefit is payable. See section b) Exclusions, Limitations and Reductions for each type of coverage.

Carefully read the information about each type of coverage below.

#### b) General Warning

Claims are only payable if the *Purchase Protection* and *Travel Insurance* is in effect at the time of the event for which a claim is made.

## Multiple Coverage

If the insured has other individual or group insurance providing the same coverage as the Purchase Protection and Travel Insurance (excluding Vehicle Rental and Common Carrier Accidental Death and Dismemberment coverages), the payment of benefits under the Purchase Protection and Travel Insurance plan will be coordinated with the other insurer such that the total amount of the benefit does not exceed the amount claimed. Regardless of any similar clause that may be contained in other insurance contracts, the insured will not be entitled to payment of any amounts hereunder until the insured has claimed the maximum benefit available under the other insurance coverage. The insurer may ask the cardholder to provide proof of a claim filed with other insurers.

Benefits payable by the *insurer* under the *Purchase Protection and Travel Insurance* will be reduced by the amount reimbursed, paid or assumed by another party<sup>1</sup>. The *Purchase Protection and Travel Insurance* cannot be used to reduce the liability of any person or party implicated in the event giving rise to a claim.

## <u>Failure to Provide Requested Proof</u> or Documentation

The insurer can refuse claims under the Purchase Protection and Travel Insurance if the insured does not submit the insurance claim form or supporting proof within the applicable time limit, unless it is not reasonably possible to do so.

#### **Unapproved Expenses**

The insurer can deny any claim under the Purchase Protection and Travel Insurance for expenses that were not approved in advance by the assistance provider. As soon as you are aware of an event which could lead to a claim, you must contact the assistance provider using the following contact information:

CanAssistance Inc. 550 Sherbrooke Street West, Suite B-9 Montreal, Quebec H3A 3S3 From Canada and the US: 1-888-235-2645

From elsewhere in the world (call collect): 514-286-8345

<sup>1</sup> For example, a carrier or its insurance provider, an accommodation or its insurance provider, a vehicle rental agency or its insurance provider, a compensation fund (such as the OPC) or a public health or hospital insurance plan or any other government program.

## Purchase Protection and Extended Warranty

#### a) Special Terms and Conditions

#### Covered Items and Risks

Eligible movable property purchased by the *cardholder* and paid entirely for with the *card* or rewards points earned with the *card*.

Purchase protection	New items are covered for theft and breakage for 90 days after purchase.
Extended warranty	Doubles the warranty period for new items covered by an original manufacturer's warranty valid in Canada. The warranty can be extended for a maximum of 1 year after the end of the original manufacturer's warranty. If the original warranty is longer than 5 years, the cardholder must contact the insurer to register the purchase.

#### Benefit Amount

Benefits for covered items are limited to the *purchase price* charged to the *account* or the item's portion of the *purchase price* charged to the *account* if it was purchased within a collection or a set. The *insurer* will pay a maximum of \$60,000 of the Purchase Protection and Extended Warranty benefits for the entire term that the *account* is active.

## Recipient of Benefits

The *insurer* can decide to repair or replace the covered item or refund the *purchase price*. Benefits will be paid to the *cardholder*. If the *insurer* decides to repair the item, the type of repair and service provider will be chosen by the *insurer*.

## **Deductibles**

None

## b) CAUTION - Exclusions, Limitations and Reductions

(i) Items not covered		
Purchases	Extended warranty	
> traveller's cheques, gift cards, currency, tickets, ingots and documents of title or other negotiable instruments > animals and living plants or perishable products and consumables > electronic tablets, mobile devices, portable computers and software > heat pumps and other heating or cooling appliances	> previously owned or used items > automotive vehicles, motorboats, aircraft, motorcycles, scooters, snowplows, lawn mowers, golf carts, lawn tractors and all other motorized vehicles (except miniature electric vehicles for children) and their parts and accessories > heat pumps and other heating or cooling appliances	
> automotive vehicles, motorboats, aircraft, motorcycles, scooters, snowplows, lawn mowers, golf carts, lawn tractors and all other motorized vehicles (except miniature electric vehicles for children) and their parts and accessories > mail order purchases up to delivery and acceptance of the item by the cardholder > drones and other remote-controlled aerial devices		

#### (ii) Circumstances under which no benefit is payable

#### **Purchases**

## > theft of jewellery stowed in baggage (except in hand luggage supervised by the cardholder)

- damage to sports equipment due to use
- > fraud or attempted fraud
- > a criminal act, an attempted criminal act or participation in a criminal act
- > misuse of the item, including professional use of an item intended for personal use
- > hostilities of any kind (including war, invasion, insurrection and acts of terrorism)
- confiscation by authorities, contraband or illegal activities
- > normal wear and tear
- > earthquake, nuclear contamination or flood
- > mysterious disappearance
- > damage caused by corrosion or mould
- damage caused by insects or animal

#### **Extended warranty**

The extended warranty applies only to essential parts and labour to repair a mechanical breakdown or defect of the covered item or any other event expressly covered under the original manufacturer's warranty valid in Canada.

#### (iii) Reasonable precautions and use

The cardholder, or the owner of the item if it was a gift from the cardholder, must take all reasonable measures to prevent breakage to the item. The cardholder must also take reasonable measures to prevent the item from being stolen.

#### (iv) Damages caused by a covered item

Coverage does not include claims for personal injury, property damage, indirect, punitive, exemplary or consequential damages or legal fees, even if directly or indirectly caused by a covered item.

#### c) Filing a Claim

NOTE: The *cardholder* must immediately notify police of a theft or act of vandalism and obtain a report.

Prerequisites	Save the original <i>proof of purchase</i> and manufacturer's warranty.
Step 1	Call CanAssistance Inc. 1-888-235-2645 to report the event as soon as it happens or as soon as reasonably possible.
Step 2	Fill out the claim form that you will receive from the assistance provider and forward it to the insurer as soon as possible, ideally within 90 days of the event, failing which the insurer may deny your claim if the insurer was not informed of the loss and is thereby prejudiced.

#### Step 3

Provide the *insurer* with the following support documents as soon as possible, ideally within 90 days of the event, failing which the *insurer* may deny your claim if the *insurer* did not receive such support documents and is thereby prejudiced:

- > proof of purchase
- > original manufacturer's warranty
- > police, fire or claims adjuster report
- > any documentation required by the insurer concerning the purchase of the item, the event, the circumstances surrounding the breakage or theft, the cost of repairs or replacement
- any information deemed necessary by the insurer

If it accepts the claim, the *insurer* will pay, replace or reimburse the item *purchase price* within 60 days of receiving all the documents required by the *insurer* in support of the claim.

The *insurer* may ask the *cardholder* to send the broken item. The *cardholder* will be responsible for shipping fees.

If the *insurer* rejects the claim, it will notify the *cardholder* within 60 days of receiving all documents required by the *insurer* in support of the claim.

IF THE INSURED KNOWINGLY MAKES A CLAIM WHICH IS FALSE OR FRAUDULENT IN ANY WAY, SUCH INSURED SHALL NOT BE ELIGIBLE FOR THE BENEFITS OF SUCH COVERAGE AND FOR THE PAYMENT OF THE CLAIM SUBMITTED UNDER THIS COVERAGE.

## 4. Vehicle Rental

## a) Special Terms and Conditions

#### Covered Items and Risks

Eligible vehicle rental by the cardholder, paid for partly or entirely with the card or rewards points earned with the card. Coverage applies anywhere in the world except locations where this coverage is prohibited under local law or rental agency policy.

Damages	Coverage of damage to the rental vehicle resulting from an <i>accident</i> , fire, theft or act of vandalism. Coverage of reasonable and customary charges for towing and fees charged by the rental agency for loss of use of the vehicle.
Personal effects	Coverage of personal effects of the cardholder or any person travelling with the cardholder in the rental vehicle in the event of theft or damage resulting from an accident, fire or act of vandalism.  Also covers theft or damage from fire or vandalism occurring in an accommodation establishment during a trip with an eligible vehicle rental.
Accidental Death and Dismemberment	Covers the <i>cardholder</i> or any person travelling with him in the rental vehicle, in the event of the death or <i>loss</i> (or <i>loss of use</i> ) of a limb resulting from an <i>accident</i> aboard a rental vehicle during an eligible rental.

#### Benefit Amount

- > Damages: The amount payable by the *insurer* is limited to the manufacturer's suggested retail price (MSRP) of the *eligible vehicle*, **up to \$65,000**.
- > Personal effects: Benefits are payable up to \$1,000 per event and \$2,000 per rental.
- Accidental Death and Dismemberment: The insurer will pay a benefit, according to the benefits table below, in the event of death or dismemberment of the cardholder, or any person travelling with him, resulting from an accident aboard a rental vehicle during an eligible rental.

<b>Benefits Table</b> (whether the covered person is a <i>cardholder</i> )	Cardholder	Other covered person
Loss of life	\$300,000	\$5,000
Loss or loss of use of two limbs or more	\$300,000	\$5,000
Loss or loss of use of one limb	\$150,000	\$2,500

The loss of life or the *loss* (or *loss of use*) of a *limb* is only covered if it occurred within 365 days of and as a direct result of the *accident*.

In the event of the disappearance of a covered person following the sinking or disappearance of a rental vehicle during an eligible rental, the person will be presumed dead if the body is not recovered within one year following the *accident*, unless there is evidence or a judgement confirming an alternate date of death

## Recipient of Benefits

Benefits payable by the *insurer* will be paid to the *cardholder*. In the event of the *cardholder*'s death, benefits will be paid to his estate. However, the *insurer* reserves the right to directly compensate the *company* or any other person or party that suffers an insured loss.

## Deductibles

None

#### Coverage Period

Coverage is effective as soon as the *cardholder* or any other person authorized to drive the eligible rental vehicle takes possession of the vehicle. Coverage ends when the rental agency resumes possession of the vehicle, at the agency where it was rented or elsewhere. Coverage is also terminated if the *cardholder* renews the rental contract or enters into a new contract in order to prolong the rental period beyond the maximum of 31 consecutive days.

#### b) CAUTION - Exclusions, Limitations and Reductions

- > Damages: If the insured has other individual or group insurance providing the same coverage, the payment of benefits under the Purchase Protection and Travel Insurance plan will be coordinated with the other insurer such that the total amount of the benefit does not exceed the amount claimed. Regardless of any similar clause that may be contained in other insurance contracts, the insured will not be entitled to payment of any amounts hereunder until he has claimed the maximum benefit available under the other insurance coverage. The insurer may ask the cardholder to provide proof of a claim filed with other insurers.
- > Personal effects: Purchase Protection and Travel Insurance benefits are not payable if the personal effects are covered under any other individual or group insurance plan held by the owner of the property.

#### > Accidental Death and Dismemberment:

- In the case of an accident that results in the death or dismemberment of more than one cardholder, only one individual is deemed the cardholder and is entitled to an indemnity of \$300,000 or \$150,000 (according to the Benefits table), namely, the cardholder who signed the rental agreement. Each of the other covered persons is entitled to an indemnity of \$5,000 or \$2,500 (according to the Benefits table).

(Continued on next page)

(Continued from page 23)

- For an accident, the amount payable to a cardholder, in one or more payments, cannot exceed \$300,000 and the amount payable to another covered person, in one or more payments, cannot exceed \$5,000.
- For an accident, the total amount payable cannot exceed \$325,000.
- (i) Circumstances under which no benefit is payable

#### **Damages**

Liability: This insurance does not include liability coverage for damage to other vehicle(s), third party property damage or personal injury to the cardholder or others. The cardholder should consult the rental agency or his automobile insurance provider to ensure adequate coverage against these risks.

#### Personal effects

- > damage or breakage not related to an accident, fire or act of vandalism involving the vehicule
- > consequences of an earthquake or flood
- theft of a personal effect if the cardholder did not take reasonable measures to prevent it
- > mysterious disappearance of a personal effect

#### **Accidental Death and Dismemberment**

- > suicide, attempted suicide or self-inflicted injury, regardless of the mental state of the covered person
- > injuries not related to a rental car accident

#### (ii) Items not covered

#### Personal effects

- > traveller's cheques, gift cards, currency, tickets, ingots and documents of title or other negotiable instruments
- > animals and living plants or perishable products and consumables
- > jewelry
- > electronic tablets, mobile devices, portable computers and software
- > photography equipment: cameras or photo, video and audio accessories

## (iii) Exclusions: Vehicles in the following categories are not covered

- > trucks
- > campers or trailers
- > off-road vehicles
- > limousines (extended factory models)
- > modified vehicles
- > cars with a manufacturer's suggested retail price (MSRP) over \$65,000
- > recreational vehicles (including vehicles designed and manufactured for off-road use or camping)
- > antique cars (more than 20 years old or no longer manufactured for more than 10 years)
- > motorcycles, mopeds or motorbikes
  - vans are not covered in the following cases:
  - vans used for commercial transportation of passengers or with more than 8 seats including the driver seat
  - vans that exceed a 3/4 ton rating
  - vans used for hire by others

#### (iv) Circumstances under which no benefit is payable

- > one or more conditions of the rental contract is not fulfilled
- > operation of the vehicle by a person not authorized under the rental contract
- > transportation of passengers or goods for remuneration
- > driving under the influence of alcohol, drugs or medication
- > off-road use
- > normal wear and tear, mechanical breakdown, gradual deterioration, inherent defect, or damage from insects or animals
- > intentional act, regardless of the mental state of the driver
- > war or act of war (declared or not), hostilities, insurrection, riot, rebellion, revolution, civil war or act of terrorism
- > seizure, confiscation, quarantine or destruction of the vehicle by public authorities, customs officials or a government body
- > transport of contraband, use of vehicle for illegal trade
- > criminal act or attempted criminal act or participation in a criminal act
- > street racing or dangerous driving

## c) Filing a Claim

NOTE: The *cardholder* must immediately notify police of a theft or act of vandalism and obtain a report.

Step 1	Call CanAssistance Inc. 1-888-235-2645 to report the covered event within 48 hours, unless it is not reasonably possible.	
Step 2	Fill out the claim form that you will receive from the assistance provider and forward it to the insurer as soon as possible, ideally within 90 days of the event, failing which the insurer may deny your claim if the insurer was not informed of the loss and is thereby prejudiced.	
Step 3	Provide the <i>insurer</i> as soon as possible, ideally within 90 days of the event, with all documents requested by the <i>insurer</i> concerning the nature, circumstances, and extent of the damages associated with the covered event, failing which the <i>insurer</i> may deny your claim if the <i>insurer</i> did not receive such necessary documents and is thereby prejudiced.	
	If the <i>insurer</i> accepts the claim, the <i>insurer</i> will pay within 60 days of receiving all the documents requested by the <i>insurer</i> in support of the claim.  If the <i>insurer</i> rejects the claim, it will notify the <i>cardholder</i> within 60 days of receiving all the documents required by the <i>insurer</i> in support of the claim.	
IF A CARDHOLDER KNOWINGLY MAKES A CLAIM		

IF A CARDHOLDER KNOWINGLY MAKES A CLAIM WHICH IS FALSE OR FRAUDULENT IN ANY WAY, SUCH CARDHOLDER SHALL NOT BE ELIGIBLE FOR THE BENEFITS OF SUCH COVERAGE AND FOR THE PAYMENT OF THE CLAIM SUBMITTED UNDER THIS COVERAGE.

# 5. Accidental Death and Dismemberment Aboard a Common Carrier

#### a) Special Terms and Conditions

#### **Insured Persons**

Insureds are: the cardholder, a spouse travelling with the cardholder, any accompanying dependent child, or child born during a trip in the first 32 weeks of a pregnancy, and his business companions, travelling as a passenger aboard a common carrier.

Travel with a *common carrier* by the *insured* during a *trip* is covered as an eligible travel, if at least a portion of the fare was charged to the *account* or paid for with rewards points earned with the *card* (for the purposes of this coverage, such travel is referred to in this section as "eligible travel").

#### Coverage and Benefits

Benefits will be paid by the *insurer* in the event of the death of the *insured* or *the loss* or *loss of use of a limb* (as specified in the table below) resulting from an *accident* that occurs while the *insured* is a *passenger* aboard a *common carrier* during an eligible travel.

Loss of life	\$250,000
Loss or loss of use of two or more limbs	\$250,000
Loss or loss of use of one limb	\$125,000
Loss or loss of use of the thumb and index finger on one hand	\$62,500

The loss of life or the *loss* (or *loss of use*) of a limb is only covered if it occurred within 365 days of and as a direct result of the *accident*.

## Hospitalization Benefit

Benefits will be paid by the *insurer* if the *insured is* hospitalized for 7 consecutive days or more as the result of an *accident* that leads to a claim listed in the table above. The maximum benefit will be \$33 per day of *hospitalization* for **up to 365 days** following the *accident*. *Hospitalization* days are only covered within 365 days of the *accident*.

#### Coverage Period

Coverage is valid from the time that the *insured* boards a *common carrier* for eligible travel and ends once he disembarks from the *common carrier*.

## Disappearance of Insureds

In the event of the disappearance of the *insured* following the wrecking, sinking or disappearance of a *common carrier* in which he was a *passenger*, the *insured* will be presumed dead if the body is not recovered within one year following the *accident*, unless there is evidence or a judgement confirming an alternate date of death.

## **Recipient of Benefits**

If a benefit is payable by the *insurer*, it will be paid to the *cardholder*. In the event of the *cardholder*'s death, benefits will be paid to his estate. However, the *insurer* reserves the right to directly compensate any other person that suffers a loss covered under the insurance.

#### b) CAUTION - Exclusions, Limitations and Reductions

#### (i) Circumstances under which no benefit is payable:

No benefit is payable if the event that leads to the claim is directly or indirectly related to:

- 1) suicide, attempted suicide or self-inflicted injury, regardless of the mental state of the *insured*
- war (declared or undeclared), invasion, hostilities between nations, civil war, rebellion, insurrection, coup or act of terrorism
- a criminal act, an attempted criminal act or participation in a criminal act
- injury sustained by the insured riding in a common carrier in a capacity other than as passenger
- 5) injury sustained while riding in a common carrier that wasn't itself involved in an accident

#### (ii) Limitation:

The total benefits paid by the *insurer* to an *insured* for a single *accident*, in one or more payments, cannot exceed \$250,000. The total benefits paid by the *insurer* for a single *accident* cannot exceed \$10,000,000 for all *insureds*. Benefits paid to *insureds* will be proportionately reduced to these maximum amounts.

## c) Filing a Claim

Step 1	Call CanAssistance Inc. <b>1-888-235-2645</b> to report the event covered by the insurance.
Step 2	Fill out the claim form that you will receive from the <i>assistance provider</i> and forward it to the <i>insurer</i> within 45 days of the event, unless it is not reasonably possible to do so.

Step 3	<ul> <li>Provide the following required documents:</li> <li>&gt; police report, if required</li> <li>&gt; written confirmation of the event from the common carrier</li> <li>&gt; any other proof required by the insurer to confirm the circumstances surrounding the accident and resulting injuries</li> </ul>
	If it accepts the claim, the <i>insurer</i> will pay within 60 days of receiving all the documents requested by the <i>insurer</i> in support of the claim.  If the <i>insurer</i> rejects the claim, it will notify the <i>cardholder</i> within 60 days of receiving all documents requested by the <i>insurer</i> in support of the claim.

IF THE INSURED KNOWINGLY MAKES A CLAIM WHICH IS FALSE OR FRAUDULENT IN ANY WAY, SUCH INSURED SHALL NOT BE ELIGIBLE FOR THE BENEFITS OF SUCH COVERAGE AND FOR THE PAYMENT OF THE CLAIM SUBMITTED UNDER THIS COVERAGE.

## 6. General Terms and Conditions

## I Currency

Amounts payable under the terms of the group *Purchase Protection and Travel Insurance* policy by the *insurer* or to the *insurer* will be in Canadian dollars.

#### II Interest

Benefits paid under the terms of the group *Purchase Protection and Travel Insurance* do not earn interest.

#### III Fraud or attempted fraud

If the *cardholder* or the *insured* knowingly makes a claim which is false or fraudulent in any way, such *cardholder* or *insured* shall not be eligible for the benefits and for the payment of the claim under the coverage in respect of which a claim is submitted. Fraud or attempted fraud includes, but is not limited to, the deliberate misrepresentation of facts or circumstances surrounding a claim.

#### **IV** Subrogation

The *insurer* reserves the right of action against any third party responsible for damages that lead to a claim. The *insurer* will be responsible for legal fees and will receive any compensation payable by the third party, up to the maximum amount of the claim. The *insured* must submit any documents required by the *insurer* to take action for damages. The *insured* retains the right to take action against the third party for compensation in addition to benefits paid by the *insurer*.

#### V Changes to the guide

Changes to the present guide are only valid and applicable if confirmed in writing by the *insurer* to the *Bank*. The *cardholder* or the *company* cannot make changes to the *Purchase Protection and Travel Insurance* policy. The coverage was negotiated and concluded between the *insurer* and the *Bank* to be included with the *card* without any other requirement or charge.

## VI Quality and availability of care

The *insurer* and *assistance provider* are not responsible if care is difficult or impossible to obtain or for the quality of care received.

#### VII Complaints and appeals

The *insured* can file a complaint against the *insurer* or appeal a decision by the *insurer* concerning a claim by contacting the *insurer*. The maximum time limit to appeal from a decision is set out in section VIII.

## Residents of provinces and territories except Alberta:

## National Bank Life Insurance Company

1100 Robert-Bourassa Blvd., 5<sup>th</sup> Floor Montreal, Quebec H3B 2G7

Tel.: **1-877-871-7500** 

### Residents of Alberta:

#### Canassurance, Insurance Company

550 Sherbrooke Street West, Suite B-9 Montreal. Ouebec H3A 3S3

Tel: 1-877-986-7681

If the *insurer* has not responded to your complaint or if you are not satisfied and would like to take your case further, you can, at your discretion and concurrently:

- (i) ask your *insurer* to review your file
- (ii) contact your legal counsel
- (iii) contact one of the following organizations:

## Residents of Quebec:

Contact the Autorité des Marchés Financiers (AMF). The contact information for the AMF is found in the Autorité des marchés financiers contact information section below.

## <u>Residents of all provinces</u> and territories except Quebec:

#### Contact:

## The OmbudService for Life & Health Insurance (OLHI)

401 Bay Street, Suite 1507, P.O. Box 7 Toronto, Ontario M5H 2Y4

Toll-free within Canada: **1-888-295-8112** 

In Toronto: **416-777-9002** 

Website: olhi.ca

## VIII Limitation of action (clauses only applicable to residents of certain provinces)

## For residents of Alberta, British Columbia and Manitoba:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

## For residents of Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in *The Limitations Act.* 2002.

## For residents of Québec:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within 3 years.

## For residents of other provinces:

For the applicable time limitation period, please refer to the regulatory agency of your province or consult with your legal counsel.

## IX Copy of the Purchase Protection and Travel Insurance policy

Upon request to the assistant provider or the insurer, the cardholder and the company may obtain a copy of the group Purchase Protection and Travel Insurance policy.

## X Access to personal information

The *insurer* will establish an insurance file to preserve any information about claims. Your file will be kept in the *insurer*'s offices. The *insured* will be entitled to have access to the personal information contained in his file and, if applicable, have it corrected. For more information, consult the privacy policy of the *insurer* and *assistance provider*, which are available online at **nbc-insurance.ca.** 

## 7. Similar insurance products

Other insurance products offer the same coverage as the *Purchase Protection and Travel Insurance* described in this guide. There are also products that offer coverage to supplement the *Purchase Protection and Travel Insurance*.

# 8. Insurer's deadline for replying after receiving a claim

Usually, the *insurer* will communicate to the *cardholder* or the *insured* its decision on whether benefits are payable or not within 60 days after it receives all documents it has requested. Once the *insurer* decides to approve a claim, it must be paid within the same 60 days following the receipt of all the requested documents.

## Autorité des marchés financiers contact information

For more information about the *insurer*'s and *distributor*'s obligations within the Province of Quebec, contact the Autorité des marches financiers:

#### Autorité des marchés financiers

Place de la Cité, Cominar Tower 2640 Laurier Blvd., 4<sup>th</sup> Floor Quebec City, Quebec G1V 5C1

Quebec City: **418-525-0337** Montreal: **514-395-0337** 

Elsewhere in Quebec: 1-877-525-0337

Fax: **418-525-9512** 

Website: lautorite.qc.ca

## **Assistance**

Words in *italics* in the present document have the meanings described in section 1 of the Distribution Guide.

## Persons eligible for assistance:

Covered persons are: the cardholder, a spouse travelling with the cardholder on a trip outside their province of residence, any accompanying dependent child, or child born during that trip in the first 32 weeks of a pregnancy, and his business companions.

The assistance services do not include insurance benefits. Emergency money transfers are limited to the available credit on the *account*, **up to a maximum of \$5,000**. Amounts paid or transferred by the *assistance provider* will be charged to the *cardholder*'s *account*. If emergency funds cannot be charged to the *account*, the *assistance provider* will endeavour to make necessary arrangements with friends and family.

The *assistance provider* is not responsible if assistance is difficult or impossible to obtain or for the quality of assistance received.

Assistance services are not available in countries considered at high risk by the *assistance provider*. The *assistance provider* will share its list of high risk countries upon request.

The assistance provider may request any information required to properly identify the cardholder.

Call the *assistance provider* for 24-hour service, 7 days a week, free of charge:

#### CanAssistance Inc.

**1-888-235-2645** (in the United States and Canada) **514-286-8345** (elsewhere in the world, collect)

## 1. General and Medical Assistance

#### Assistance services:

If the *covered person* suffers an *accident* or sudden *illness* during a *trip* outside his province of residence that requires medical attention from a *physician* or *hospitalization*, the *assistance provider* will provide him with the following assistance services:

- referral to a clinic or hospital and transfer of funds to the hospital (at the cardholder's expense) if adequate credit is available on the account
- > ensure follow-up of the medical file and contact with his family doctor
- > arrangements for dependent children to return to the place of residence following the hospitalization of a parent (at the cardholder's expense) if adequate credit is available on the account
- > delivery of urgent messages
- > interpretation services for emergency telephone calls
- > handling of formalities following a death
- assistance for lost or stolen identity documents (limited to contacting appropriate authorities)
- > information on embassies and consulates
- > pre-trip information (visas and vaccines)
- assistance with the claims process for the public health insurance of the province of residence

## **Emergency Transfer Service**

In the event of a loss or theft during a *trip* outside his province of residence, the *covered person* can call the *assistance provider* to have funds transferred to the *account* (up to the available credit on the *account* or a maximum of \$5,000).

#### Replacement of lost documents or tickets

The assistance provider will help the covered person replace tickets or other essential travel documents that are lost or stolen during a *trip* outside his province of residence. Replacement fees will be charged to the account.

#### Lost baggage

The assistance provider will help the covered person locate or replace baggage or personal effects that are lost or stolen during a *trip* outside his province of residence. Fees to locate or replace these items will be charged to the account (up to the available credit on the account or a maximum of \$5,000).

## 2. Legal Assistance

The *covered person* has access to legal assistance if required during a *trip* outside his province of residence. The *assistance provider* will provide the following types of legal assistance:

- referral to a lawyer or legal advisor to provide local legal counsel or representation
- if the covered person is arrested, support with the bail process or payment of legal fees, or both. All amounts will be charged to the account



31366-002 (2018/09)

•• Should you have any questions, do not hesitate to contact us.

1-844-394-4494

nbc.ca



© 2018 National Bank of Canada. All rights reserved. Any reproduction, in whole or in part, is strictly prohibited without the prior written consent of National Bank of Canada.

