



**LAURENTIAN BANK VISA\* EXPLORE CARD**

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# **LAURENTIAN BANK VISA INSURANCE PROGRAM**

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**LAURENTIAN  
BANK**

# **LAURENTIAN BANK VISA INSURANCE PROGRAM**

Insurance certificates provide evidence that you have insurance coverage. You may be asked to present them when renting a vehicle, booking travel, or submitting a claim for stolen property, etc.

Keep this brochure for future reference. A copy is also available at [laurentianbank.ca](http://laurentianbank.ca).

SPECIMEN

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# CERTIFICATE OF INSURANCE

## Laurentian Bank Visa\* card Group insurance contract 9001-1

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- › Hospital, medical and paramedical care and services insurance
  - › Delayed baggage insurance
  - › Trip cancellation insurance
  - › Public transportation vehicle accident insurance
- 

### Insurers



Industrial Alliance Insurance and Financial Services Inc.  
1080 Grande Allée Street West, Quebec, QC G1S 1C7  
Phone: 1-418-684-5000, Fax: 1-418-684-5185  
ia.ca



Canassurance Insurance Company  
1981 McGill College Ave., suite 105, Montreal, QC H3A  
0H6 Phone: 1-877-287-8334, Fax: 1-866-286-8358

### Credit card issuer and Insurance distributor



**LAURENTIAN  
BANK**

Laurentian Bank of Canada  
1360 René-Lévesque Blvd. West, suite 600,  
Montreal, QC H3G 0E5  
Phone: 1-800-252-1846

### Keep this insurance certificate and your welcome letter

These documents constitute your insurance contract. They describe, in detail, your travel insurance coverage and how to get assistance and submit a claim.

### CONTACT US

- › To reach the Assistance Service before, during or after your Trip
- › To submit an expense for which pre-approval is required
- › To submit a claim

## ASSISTANCE SERVICE

Location	Number
Canada and the USA	<b>1-877-287-8334</b> toll free
Elsewhere	<b>514 286-8301</b> collect call to Montreal (Canada)

If you wish to obtain additional information on this insurance or any other product or service offered by the Laurentian Bank: **1 800 252-1846**



## IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

You now benefit from a travel insurance policy - what's next? We want you to understand (and it is in your best interests to know) what your policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your policy (certificate of insurance and welcome letter) before you travel. ***Bolded and/or italicized terms are defined in your certificate.***

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and/or exclusions (e.g.: medical conditions that are not stable, pregnancy, child born on ***Trip***, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to pre-existing medical conditions, whether disclosed or not at time of policy purchase.
- Contact ***Assistance Service*** before seeking treatment or your benefits may be limited or denied.
- In the event of a claim your prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your policy will be voidable.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-800-252-1846.

## GENERAL CONDITIONS, APPLICABLE TO ALL INSURANCE BENEFITS

For the purposes of this certificate, the masculine form includes the feminine unless a different meaning is required from the context. In addition, the singular shall include the plural where required.

### 1. DEFINITIONS

Unless otherwise indicated, terms used herein retain their usual meaning. However, the terms in ***bold and italic*** in this document have the following meaning:

***Accident***: bodily injury which is certified by a ***Physician*** and results directly from a sudden and unforeseen external cause, and independently from any ***Illness*** or any other cause. Such injury must occur while the insurance is in effect.

***Account in good standing***: the account must not show any fraudulent transactions or be subject to restrictions, nor should it be subject to recovery proceedings or to a declaration of bankruptcy or consumer proposal.

**Age or Aged:** the **Insured Person's** age on the date on which coverage under an insurance benefit begins.

**Airline or Airline Carrier:** any means of air transportation operated by a licensed carrier authorized by competent authorities to transport passengers.

**Airplane:** a fixed-wing multi-engine aircraft with an authorized take-off weight of no less than 4,536 kg. The airplane must be licensed in Canada or in another country and be operated by a scheduled or charter **Airline** with a valid Canadian Air Transport Commission license (or equivalent). Special or chartered flights authorized under any of the above licenses will be covered only when made with an aircraft of the type regularly used by the **Airline** on its scheduled or charter air carrier service. All military aircraft are excluded.

**Assistance Service:** The Assistance Service for the **Laurentian Bank Visa Card** described in Appendix A of this certificate.

**Business Meeting:** a private meeting organized in advance as part of the **Insured Person's** full-time occupation or profession.

**Cardholder:** a natural person who holds a **Laurentian Bank Visa Card**.

**Contract Holder:** Laurentian Bank of Canada.

**Default:** the voluntary or involuntary insolvency or bankruptcy of the **Travel Service Supplier**, which prevents the **Insured Person** from benefiting from the **Travel** arrangements and which exposes the **Insured Person** to **Financial Loss**.

**Dependent Child:** any unmarried child of the **Insured Person** or of his **Spouse** who is under 18 years of **Age**, or 24 years of **Age** or under if he is a full-time student at an educational institution recognized by government education authorities.

**Financial Loss:** the loss of sums which were paid for **Travel** arrangements to the **Travel Service Supplier** which the supplier cannot provide due to **Default** and which were not or will not be reimbursed to the **Insured Person** by the **Travel Service Supplier** or by any fund provided for or set up by government authorities for this purpose.

**Full-Time Resident of Canada:** natural person having his principal residence in the **Province of Residence**.

**Hospital:** an institution that is licensed as an accredited Hospital that is staffed and operated for the care and treatment of in-patients and out-patients. Treatment must be supervised by **Physicians** and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A **Hospital** is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the **Aged** or health spa.

**Illness:** a serious disturbance in the normal state of the organs or functions of the human body. It must occur suddenly and unexpectedly and require immediate emergency care. An **illness** must be certified by a **Physician** to be recognized for the purposes of this insurance.

**Insured Person:** the **Cardholder**, his **Spouse** or **Dependent Child** eligible to the insurance. **Dependent Children** are only insured if accompanying the **Cardholder** or **Spouse** for the entire duration of the **Trip**. Furthermore, they will only be covered under the trip cancellation,

baggage delay and public transportation vehicle accident insurance if the cost of their **Travel** and **Airline** tickets was paid for using the **Cardholder's Laurentian Bank Visa Card**.

**Insurer:** Canassurance Insurance Company for the Public Transportation Vehicle Accident Insurance benefit and Industrial Alliance, Insurance and Financial Services Inc. and Canassurance Insurance Company for all other benefits.

**Laurentian Bank Visa Card:** a credit card issued by the **Contract Holder** and accepted by the **Insurer** for purposes of this insurance.

**Living Expenses:** expenses for meals and lodging, as well as telephone calls and taxi fares that are deemed essential.

**Loss of Speech or Hearing in Both Ears:** the complete and irrecoverable loss of speech or hearing.

**Loss of Use of One Eye:** the complete and irrecoverable loss of sight in one eye.

**Loss of Use of One Finger:** the complete and irrecoverable loss of use of a finger, including all the phalanges, but excluding the loss of the hand or the foot.

**Loss of Use of One Hand or One Foot:** the complete and irrecoverable loss of use of one hand or one foot, including the wrist or ankle joint.

**Loss of Use of One Limb or Organ:** the loss of use of one hand, one foot or one eye.

**Member of the Family:** father-in-law, mother-in-law, grandparents, grandchildren, half-brothers, half-sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces and **Members of the Immediate Family** of the **Insured Person**.

**Member of the Immediate Family:** **Spouse**, son, daughter, father, mother, brother and sister of the **Insured Person**.

**Nurse:** a person who is authorized by law to practice the nursing profession in the region where care is provided, and who is unrelated to the **Insured Person**.

**Permanent Employment:** a non-seasonal employment under a contract of unlimited duration and which requires the **Insured Person** to work for a minimum of 25 hours per week.

**Physician:** a person, who is not you or a member of your immediate family or your traveling companion, licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

**Primary Cardholder:** **Cardholder** identified as the **Primary Cardholder** on the welcome letter.

**Province of Residence:** a province or a territory of Canada.

**Public Transportation Vehicle:** any means of transportation (air, sea or land) operated under a license by a carrier authorized by competent authorities to transport passengers.

**Reasonable and Customary Expenses:** expenses incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

**Short-Term Rental Car:** car, motor home or van with a maximum load capacity of 1,000 kg rented from a licensed company qualified for short-term car rental. A car that was acquired

during a **Travel** under a buy-sell program is considered a short-term rental car. A **Short-Term Rental** is a rental that doesn't last more than 31 days.

**Spouse:** the wife or husband of the **Insured Person** or the person who has lived conjugally with the **Insured Person** on a permanent basis for at least one year and without any separation of more than 90 days.

**Travel Service Supplier:** a **Travel** agency, a **Travel** wholesaler, a charter tour operator or an **Airline** company that has a valid Canadian Transportation Agency license, as well as a valid operating certificate issued by the Canadian Department of Transport. The organization must have a place of business in Canada.

**Travelling Companion:** a person **Aged** 18 or over who shares **Travel** arrangements with the **Insured Person** (up to a maximum of 4 people including the **Insured Person**). For the hospital, medical and paramedical care and services insurance, the person must be between 18 and 75 years of **Age**.

**Travel or Trip:** any fixed period (182 days or less, or 365 days subject to certain conditions) that an **Insured Person** spends outside his **Province of Residence**.

## 2. ELIGIBILITY CRITERIA FOR THIS INSURANCE

The **Cardholder** is eligible for this insurance from the effective date of the insurance contract or from the date on which he becomes a **Cardholder**, whichever is later, and remains eligible as long as he remains a **Cardholder** and the contract is in effect.

The **Insured Person** is eligible for this insurance if he meets the following requirements:

- The **Insured Person** satisfies the definition of **Full-Time Resident of Canada** under this certificate; and
- The **Insured Person** is covered under the applicable provincial health plan of his **Province of Residence**.

The eligibility conditions that are specific to each of the benefits in this certificate are described in their respective benefit sections.

## 3. NULLITY OF THE INSURANCE

You must be accurate and complete in your dealings with us at all times.

This certificate is issued on the basis of information in your application or provided in connection with your application (including answers to the medical questionnaire, if required). When completing the application and answering the medical questions, your answers must be complete and accurate. In the event of a claim, we will review your medical history. If any of your answers are found to be incomplete or inaccurate, your coverage will be voidable which means your claim would not be paid.

We will not pay a claim if you, any **Insured Person** under this certificate or anyone acting on your behalf makes a fraudulent, false or exaggerated statement or claim.

## 4. YOUR RIGHT TO OBTAIN A REFUND

Please review this certificate before you travel to ensure it meets your travel insurance needs. If you are not completely satisfied, you may request a full refund of premium only if

you cancel within 10 days of your purchase date and if you have not already departed on a *Trip* or have incurred a claim.

## 5. SUBMITTING A CLAIM AND PROOF CLAIM

To submit a claim, the *Insured Person* must call one of the numbers below:

Location	Number
Canada and the USA	1-877-287-8334 toll free
Elsewhere	514 286-8301 collect call to Montreal (Canada)

### Insurance benefits for hospital, medical and paramedical care and services insurance, trip cancellation insurance and public transportation vehicle accident insurance

- › The claim as well as all the information and necessary documentation related to the claim must be submitted to the *Insurer* within 90 days following the date of the event;
- › The *Insurer* reserves the right to request, at its own expense, medical examinations or a property valuation with respect to a claim and, if permitted by law, to have an autopsy conducted in the event of death;
- › If the *Insured Person* was unable to act within the 90-day period, he may still submit a claim, providing this is done within the 365 days following the event.

### Baggage Delay Insurance benefits:

- › The *Insured Person* must notify the *Insurer* as soon as possible, take all reasonable measures to protect, save, or recover the property, and obtain a written statement of baggage delay, such as one written by the representatives of the *Airline Carrier*.
- › The *Insured Person* must send to the *Insurer*, within 90 days following the incident, all the information and necessary documents required for claim submission;
- › If the *Insured Person* was unable to act within the 90-day period, they may still submit a claim, providing this is done within the 365 days following the incident.

### Supporting documents:

Some of the following documents may be required to apply for benefits:

- › Completed and signed claim form;
- › Proof of *Travel* duration;
- › Original and itemized receipts for expenses claimed;
- › Proof of payment deemed acceptable by the *Insurer*;
- › Copy of contracts specifying non-refundable amounts in the event of cancellation;
- › *Laurentian Bank Visa Card* statement showing proof of purchase;
- › Evidence of baggage delay (required only for baggage delay insurance);

- › Certificate or medical file with a diagnosis (required only for hospital, medical and paramedical care and services insurance, trip cancellation insurance and public transportation vehicle accident insurance);
- › Unused transportation tickets (required only for hospital, medical and paramedical care and services insurance, trip cancellation insurance and public transportation vehicle accident insurance);
- › Police reports (required only for hospital, medical and paramedical care and services insurance, trip cancellation insurance and public transportation vehicle accident insurance).

### **Insurer's response time:**

The **Insurer** has 30 business days, following receipt of all the documents required to process the file, to:

- a) Pay the benefit or give notice that payment has been made to the care or service provider (**Hospital**, clinic, etc.), if applicable; or
- b) Decline the claim in writing and give the reason(s) justifying the decision.

### **Appealing the Insurer's decision and recourse:**

If the **Insurer** declines the claim, an **Insured Person** may contest the decision or request a review. In this case, any requests for review must be made within 12 months following the **Insurer's** decision to decline the claim. The **Insured Person** must do so in writing, explaining his point of view or providing new documents that may change the decision that was made.

When the appeal is received, the **Insurer** will acknowledge receipt in writing and inform the **Insured Person** of the recourse available. The **Insurer** has 4 months following the appeal to communicate its decision in writing or by phone.

The appeal and documents must be sent to the following address:

Review Committee – Travel Claims  
 1981 McGill College Ave., suite 105  
 Montreal, QC H3A 0H6

### **Benefit payment:**

***This certificate contains provisions removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit money is to be payable. This means that under the Group Policy, neither you nor any Insured Person has the right to choose a beneficiary who will receive any benefits payable under this certificate.***

The payment of benefits will be made after analysis of relevant statements and information. Benefits are payable to the **Primary Cardholder**. If the **Primary Cardholder** is deceased, payment will be made to his legal heirs.

All money payable under this certificate, other than benefits for loss of time, shall be paid by the **Insurer** within 60 days after it has received proof of claim.

### Coordination of benefits:

The benefits payable under this certificate are reduced, according to the payment order described below, so that when added to those provided by any other insurance plan (private or public), they do not exceed the costs incurred.

The expenses insured by another insurance plan include the fees that would have been payable if a submission of claim was made to the other **Insurer**, as if it was the only **Insurer** of the **Insured Person**.

The order of payments is as follows:

- a) An insurance plan that does not have a coordination of benefits provision becomes the first payer of the **Insured Person**;
- b) Where the priority of payment cannot be established from (a) above, the benefits shall be prorated among the insurance plans, based on the amounts that each plan would have paid.

### Restriction :

The benefits provided by this travel insurance only cover excess expenses that are not covered by another insurance contract, by law, or by a public insurance plan. The payable benefits from all sources cannot exceed the amount of expenses actually incurred by the **Insured Person**. Benefits will be calculated in accordance with the rules outlined by the Canadian Life and Health Insurance Association.

### Subrogation :

The **Insurer** automatically acquires the **Insured Person's** right of legal action against the perpetrator of the damages (natural or legal person), up to the amount of benefits it paid out. The **Insurer** may, at its own expense, sue on behalf of the **Insured Person**.

The **Insured Person** must sign the necessary documents to this end and do all that is required in order to protect his rights.

### Right of examination:

The **Insurer** reserves the right to have the **Insured Person** examined by a **Physician** of its choosing when a claim is submitted under the benefits for hospital, medical and paramedical care and services insurance, trip cancellation insurance and public transportation vehicle accident insurance.

The **Insurer** reserves the right to see the property and goods to assess the purchases and to require, at its own expense, a property valuation with respect to a claim under the baggage delay insurance benefit.

## **6. INSURER TO FURNISH FORMS FOR PROOF OF CLAIM**

The **Insurer** shall furnish forms for proof of claim within 15 days after receiving notice of claim. Where the **Insured Person** has not received the forms within that time, he may submit his proof of claim in the form of a written statement of the cause or nature of the **Accident**, sickness or disability giving rise to the claim and of the extent of the loss.

## 7. POLICY REVIEW

The **Cardholder** may consult the group insurance policy at the head office of the **Contract Holder** during business hours. He may also obtain a copy at his own expense.

## 8. CONTRACT

The policy, appendices, endorsements, certificate, welcome letter and application form (if applicable) constitute the insurance contract and no agent has authority to change the contract or waive any of its provisions.

The **Insurer** must inform the **Contract Holder**, by means of a written notice sent at least 90 days in advance, of any modification it makes to the contract.

## 9. NOTICE REGARDING THE ESTABLISHMENT OF A PERSONAL INFORMATION FILE

The personal information that the **Insurer** has or will have about the **Insured Person** is treated as confidential.

**Insured Persons** may access their file and have it rectified if they prove that the information is incorrect, incomplete, ambiguous, out of date or not necessary. To do so, they must submit a written request to those responsible for information at the **Insurer's** head office.

## 10. AUTHORIZATION FOR THE COLLECTION AND DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES

Unless he notifies the **Insurer** to the contrary in writing, the **Insured Person** expressly authorizes the Laurentian Bank and any third party using its database to provide the **Insurer**, its reinsurers, or third-party administrators, with anything deemed necessary to manage the insurance contract. In the event of death, the **Insured Person** authorizes his beneficiaries, heirs or liquidators to provide the **Insurer** and its reinsurers with all information and authorizations deemed necessary to assess claims and obtain supporting documents

If notice is given to revoke this authorization, this insurance will terminate automatically.

This authorization also applies to the collection, use and communication of personal information regarding minors insured under the insurance contract.

## 11. LAWFUL CURRENCY

All dollar amounts shown in this certificate are in Canadian currency.

Any payment to the **Primary Cardholder** is made in Canadian currency based on the exchange rate in effect at the time of payment.

## 12. CONDITIONAL ASSIGNMENT

The rights conferred by this certificate cannot be put under conditional assignment.

## 13. LIMITATION ON LEGAL ACTIONS

No action or proceeding against the **Insurer** shall be commenced within the first 60 Days following the date on which written proof of claim is provided to the **Insurer** in accordance with all of the terms and conditions of this certificate.

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

Insurance Act, or other similar applicable legislation (e.g. Limitations Act, 2002 [Ontario]; Civil Code of Quebec) in the Participant's province or territory.

#### 14. WAIVER

Notwithstanding anything to the contrary, no provision of this certificate shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly stated in writing and signed by the **Insurer**.

#### 15. MATERIAL FACTS

No statement made by the **Insured Person** at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

#### 16. CONFLICT

Any provision of this certificate, which is in conflict with any federal, provincial or territorial law of the **Insured Person's** place of residence, is hereby amended to conform to the minimum requirements of that law.

#### 17. COMPLAINT

The **Insured Person** who wishes to review the **Insurer's** complaint policy or file a complaint may do so by visiting: <https://ia.ca/corporate/complaint/file-complaint>

## HOSPITAL, MEDICAL AND PARAMEDICAL CARE AND SERVICES INSURANCE

#### 18. EFFECTIVE DATE

This insurance benefit takes effect on the day of departure, when the **Insured Person** leaves his **Province of Residence**. It cannot take effect before the date on which the **Laurentian Bank Visa Card** becomes effective.

#### 19. ELIGIBILITY CONDITIONS SPECIFIC TO THIS BENEFIT

The **Cardholder** and his **Spouse** become automatically eligible for coverage when traveling outside of their **Province of Residence**. Their **Dependent Children** are also eligible if they accompany the **Cardholder** or **Spouse** throughout the **Trip** when traveling outside of their **Province of Residence**.

The **Insured Person** is eligible for the insurance if he is under 75 years of **Age** before the **Travel** departure date.

The present insurance benefit is not valid if the contract was not issued before the expected departure date.

#### 20. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

- a) On the actual date of return to the **Province of Residence**, whether it is on the **Insured Person's** own volition or as part of a repatriation organized by the **Assistance Service**;

- b) On the day immediately following the 31st day of the **Insured Person's Travel** if **Aged** 65 and under;
- c) On the day immediately following the 15th day of **Travel** of the **Insured Person Aged** between 66 and 75 inclusively;
- d) The date on which the **Insured Person** reaches the **Age** of 76;
- e) The date on which the **Cardholder's Account** is no longer **in Good Standing**;
- f) The date on which the group insurance contract between Laurentian Bank of Canada and the **Insurer** terminates.

## 21. INSURED RISKS AND BENEFITS

If, during a stay outside of the **Province of Residence**, the **Insured Person** is the victim of an **Accident** or becomes suddenly and unexpectedly ill, and due to said **Accident** or **Illness** he must receive urgent onsite care, the **Insurer** will reimburse the expenses incurred for the care and services which must be provided as described below. Reimbursement of eligible expenses is limited to expenses that are not payable by a government agency or any other private insurance plan, up to a maximum of \$5,000,000 per **Insured Person**.

Following this **Illness** or **Accident**, the actual, reasonable and necessary hospital, medical and paramedical care and services provided outside the **Province of Residence** of the **Insured Person** are covered during the insurance period and as long as the **Insured Person** is hospitalized, if his medical condition does not allow him to be repatriated to his **Province of Residence**.

## 22. ELIGIBLE CARE AND SERVICES

To be considered eligible for the hospital, medical and paramedical care and services as described in the following paragraphs, you must call the **Assistance Service** before obtaining emergency treatment, so that we may:

- Confirm coverage
- Provide pre-approval of treatment

If it is medically impossible for you to call prior to obtaining emergency treatment, we ask you to call as soon as possible or have someone call on your behalf. Otherwise, if you do not call the **Assistance Service** before you obtain emergency treatment, you will be responsible for all of your medical expenses covered under this insurance.

The eligible expenses are those declared necessary to stabilize the medical condition as mentioned in this benefit. This benefit does not cover non-urgent care, such as a follow-up visit for a stable condition. In addition, the **Insurer** is not responsible for the availability or quality of medical and **Hospital** care.

### Hospital care:

- a) Hospitalization in a semi-private or private room if the condition of the patient requires it.

### Medical and Paramedical Care and Services:

- a) **Physician** services;

- b) Laboratory tests and x-rays;
- c) Private nursing care during hospitalization;
- d) Medication that can only be obtained with a written prescription and that are necessary to treat an **Accident or Illness** that occurs during the **Trip** (see paragraph p) of Section 26. **General Exclusions**). However, maintenance drugs which are taken by the **Insured Person** on a long-term basis, such as insulin, nitroglycerin or vitamins, are not eligible;
- e) The purchase or rental of crutches, canes or splints and the rental of a wheelchair or breathing, orthopedic and other medical equipment;
- f) Treatment from a chiropractor (excluding x-rays), podiatrist or physiotherapist that are licensed by their professional corporation, limited to \$15 per visit, up to a maximum of \$150.

### Transportation:

- a) Land, sea or air transportation to take the **Insured Person** to the nearest location equipped to provide the required treatment. Contacting the **Assistance Service** is not required before using the local ambulance services;
- b) Repatriation of the **Insured Person** to his place of residence by means of a **Public Transportation Vehicle** to receive appropriate care (medical consultation, examination, treatment or surgery) as soon as his medical condition allows it, and insofar as the means of transportation initially planned for the return cannot be used;
- c) Simultaneous repatriation of a **Travelling Companion** or the **Spouse and Dependent Children** of the repatriated persons, provided they are also covered under this certificate, if they cannot return to the point of departure by the means of transportation initially planned for their return;
- d) Round-trip economy fare ticket as well as the customary fees and expenses for a qualified medical attendant who is not a **Member of the Family**, a friend or a **Travelling Companion** of the **Insured Person**;
- e) A round-trip economy fare ticket by the most direct route (**Airplane**, bus, boat, train) and up to \$500 of reasonable **Living Expenses** to allow a **Member of the Immediate Family** to go and identify the deceased **Insured Person**, before the repatriation of the remains, or to visit the **Insured Person** if he is hospitalized for at least 7 days (it is not necessary to wait 7 days before departure, but the expenses will only be reimbursed if the **Insured Person** stays at the **Hospital** for at least 7 days). The **Member of the Immediate Family** will be insured for the eligible care and services described under Section 22 **Eligible care and services**, for the duration of the visit and up to a maximum of 72 hours after the **Insured Person** was released from the **Hospital**;
- f) Expenses to return the vehicle used by the **Insured Person** if the **Insured Person's** medical condition, as certified by a **Physician**, prevents him from driving the vehicle and if no accompanying **Member of the Family** is able to do so. The return of the vehicle can be done by a commercial agency. The maximum reimbursement is \$2,000 per **Contract Holder**. "Vehicle" is defined as an automobile, motorcycle, motorhome or pick-up truck with a maximum load capacity of 1,000 kg;

- g) In the event of the **Insured Person's** death, expenses for the return of the **Insured Person's** mortal or cremated remains to his **Province of Residence** by the most direct route (**Airplane**, bus, boat, train) or the cost of cremation or burial on site, up to a maximum of \$3,000. The cost of a coffin is not covered.

#### Living Expenses:

- a) Reasonable **Living Expenses** incurred by the **Insured Person** who must delay his return due to an **Illness** or bodily injury sustained by the **Insured Person** or by an accompanying **Member of the Immediate Family** or a **Travelling Companion**. Additional childcare costs for **Dependent Children** not accompanying the **Insured Person** are also covered. The **Illness** or bodily injury must be certified by a **Physician**. These expenses are limited to \$150 per day, up to a maximum \$1,500 per **Insured Person**.

#### Dental Care:

- a) The dental care given to natural, healthy teeth by a dentist in case of an emergency due to an **Accident** (direct, accidental blow to the mouth) up to a maximum of \$3,000 per **Trip**, per **Insured Person**.

### 23. AUTOMATIC EXTENSION

This coverage is automatically extended free of charge in the following situations:

- a) If the return is postponed due to a delay of the carrier with which the **Insured Person** is scheduled to **Travel** as a paying passenger or following a traffic **Accident** or mechanical failure. Extended coverage is granted for a maximum of 24 hours;
- b) While the **Insured Person** is hospitalized, if the return is delayed due to the **Insured Person's** hospitalization and coverage expires after he is admitted to the **Hospital**. Extended coverage is granted for a maximum of 72 hours after the end of hospitalization;
- c) While a **Living Expenses** allowance is being paid to the **Insured Person** if the return is delayed due to an **Illness** or **Accident** that is covered under this insurance. Extended coverage is granted for a maximum of 72 hours after the end of the **Living Expenses** benefit payments.

### 24. RESTRICTIONS

- a) During hospitalisation, the **Assistance Service** reserves the right to transfer the **Insured Person** to another **Hospital** if there is no medical impediment to the transfer. The **Insured Person** who refuses this transfer ceases to be covered under the present certificate;
- b) If we determine that you should transfer to another facility for emergency treatment, or return to your **Province of Residence**, and you choose not to, benefits will not be paid for further medical treatment and contract will be terminated. (see *Transportation* under Section 22. *Eligible care and services*);
- c) The medical care and services must be prescribed by the attending **Physician** to be considered eligible (see paragraphs a), b), c), d) and e) in *Medical and Paramedical Care and Services* under Section 22. *Eligible care and services*);

- d) The total cost paid when renting one of the items listed in paragraph e) of *Transportation* under Section 22. *Eligible care and services*, must not exceed the purchase cost of that item;
- e) The expenses for the private care by a registered **Nurse** must not exceed what would have normally been paid for a similar service in the **Province of Residence** of the **Insured Person** (see paragraph c) of *Medical and Paramedical Care and Services* under Section 22. *Eligible care and services*);
- f) For prescription medication, the amount of drug prescribed outside a **Hospital** which is eligible for reimbursement is limited to a 31-day supply (see paragraph d) of *Medical and Paramedical Care and Services* under Section 22. *Eligible care and services*);
- g) Unless otherwise indicated, the transportation services must be planned and approved beforehand by the **Assistant Service** (see *Transportation* under Section 22. *Eligible care and services*);
- h) The transportation of a **Member of the Immediate Family** who must identify the deceased **Insured Person** or visit them at the **Hospital** will be covered if the attending **Physician** confirms the necessity and if the **Insured Person** was not already accompanied by a **Member of the Family Aged** 18 and over (see paragraph e) of *Transportation*, Section 22. *Eligible care and services*);
- i) The transportation for the medical attendant will be covered only if considered necessary by the attending **Physician** (see paragraph d) in *Transportation*, Section 22. *Eligible care and services*);
- j) Concerning the return of the vehicle of the **Insured Person**, it must be in working order and able to make the return **Trip** in order for the expenses to be considered eligible for coverage (see paragraph f) in *Transportation*, Section 22. *Eligible care and services*);
- k) The present agreement is subject to the exclusions outlined under Section 26. *General Exclusions*;
- l) The **Insurer** is not responsible for the availability or quality of medical and **Hospital** care;
- m) The amounts billed for the care or services listed under Section 22. *Eligible Care and Services* will only be reimbursed if they do not exceed the reasonable and customary amounts normally charged for such care or services in the region where they have been provided.

## 25. EXCLUSION REGARDING PRE-EXISTING ILLNESS OR INJURY

The **Insurer** will not pay in any of the following cases: any **Illness** or injury for which the **Insured Person** has, during the 90 days prior to departure from his **Province of Residence**:

- › Consulted a **Physician**;
- › Taken medication prescribed by a **Physician**;
- › Been hospitalized;
- › Received treatment or was advised to do so by a **Physician**.

However, if the **Insured Person** had been suffering from said **Illness** or injury for a longer time and did not undergo hospitalization or a change in medical treatment or medication during the 90 days preceding the **Trip**, this condition will be covered.

## 26. GENERAL EXCLUSIONS

The **Insurer** will not pay any amount in the following cases:

- a) If the **Trip** is taken for any of the following reasons:
  - i. Any claim due to a medical condition or related condition if any purpose of your **Trip** is to obtain or receive a diagnosis, medical treatment, surgery, investigation, palliative care, alternative therapy, as well as any directly or indirectly-related complication;
  - ii. Any medical condition for which it was reasonable, prior to departure, to expect treatment or hospitalization during your **Trip**;
  - iii. Any symptoms evident that it would be reasonable to expect you to investigate prior to departure;
  - iv. For the **Insured Person's** work (including training manoeuvres in the armed forces), except if death or loss of use occurs, or if expenses are incurred further to an event that arises during a **Business Meeting** or while travelling to such a meeting;
- b) After your medical emergency treatment has started, the **Assistance Service** must assess and pre-approve additional medical treatment. If you undergo a medical investigation, obtain treatment or surgery that is not pre-approved, your claim will not be paid. This includes invasive testing or surgery (e.g. cardiac catheterization, other cardiac procedures, transplant and MRI);
- c) Elective or non-urgent treatment or surgery that could have been provided in the **Insured Person's Province of Residence** without endangering his life or health, even if care is provided further to an emergency situation resulting from a sudden **Illness** or an **Accident**;
- d) For the continued treatment, recurrence or complication of a medical condition or related condition, following emergency treatment during your **Trip**, if the **Insurer** determine that your **emergency** has ended;
- e) For a claim incurred after the **Insured Person's Physician** advised the **Insured Person** not to travel;
- f) For a claim related to routine pre-natal or post-natal care;
- g) For a claim related to pregnancy, delivery, or complications of either, arising 60 days before the expected date of delivery;
- h) For a claim related to your child born during the **Trip**;
- i) For any medical condition, including symptoms of withdrawal, arising from, or in any way related to, your chronic use of alcohol, drugs or other intoxicants whether prior to or during your **Trip**;
- j) For any medical condition (including death) arising during your **Trip** from, or in any way related to, the abuse of alcohol resulting in a blood alcohol level of more than 80 mg of alcohol per 100 ml of blood, drugs or other intoxicants;

- k) For any expenses incurred resulting from suicide or attempted suicide, or self-inflicted injury, regardless of any impairment, **Illness**, or state of mind;
- l) For expenses that are the responsibility of a government agency or other insurer in accordance with the *Coordination of benefits* under Section 5. *Submitting a claim*;
- m) For Hospital care that is excluded under the legislation or regulations governing the hospital insurance plan in the **Insured Person's Province of Residence**, when expenses are incurred for such care outside the **Province of Residence**;
- n) For expenses related directly or indirectly to mental, nervous, psychological or psychiatric disorders, unless incurred while the **Insured Person** is hospitalized for a minimum of 24 hours;
- o) For a claim that results from or is related to your involvement in the commission or attempted commission of a criminal offence or illegal act in the country where the claim was incurred;
- p) If you have travelled to a country with a published formal travel warning by the Canadian government 'Avoid all non-essential travel' advising Canadians not to travel to the country, region or city of your **Trip** issued before your departure and you have an emergency or related medical condition related to the travel warning. To view the advisories, visit the Government of Canada Travel site;
- q) For any medical prescription, as well as for any medical or paramedical fees or expenses incurred by the **Insured Person** in obtaining such prescription, if the prescribed medication's effects are identical or similar to another medication already prescribed for a pre-existing **Illness** or injury suffered by the **Insured Person** at the time of departure, even if the diagnosis for the new prescription differs from the previous diagnosis;
- r) For any medical condition that is the result of you not following treatment as prescribed to you, including prescribed medication;
- s) For any **Accident** that occurs while you are participating in:
- any sporting activity for which you are paid;
  - any sporting event for which the winners are awarded cash prizes;
  - any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
    - o hang-gliding and paragliding;
    - o parachuting and sky diving;
    - o bungee jumping;
    - o climbing or mountaineering;
    - o freestyle skiing;
    - o kite surfing;
    - o scuba diving, outside the limits of your certification;
    - o any combat sport;

- o any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere;
- o any sport or activity requiring you to sign a waiver.
- any risky behavior, such as, but not limited to:
  - o not respecting the safety instructions, the warning signs;
  - o to find yourself or be in a prohibited area.

t) Any **Accident** or **Illness** occurring while the **Insured Person** is travelling with a commercial vehicle as a driver, a pilot, a crewmember or a non-paying passenger. This exclusion does not apply if said vehicle is used solely as a private means of transportation during a vacation and if the vehicle is an automobile or pick-up truck with a maximum load capacity of 1,000 kg.

## TRIP CANCELLATION INSURANCE

### 27. BEGINNING OF COVERAGE

This insurance benefit takes effect on the date on which the cost of any of the items described under Section 28. *Eligibility conditions specific to this benefit*, is paid with the **Laurentian Bank Visa Card**. It cannot take effect before the date on which the **Laurentian Bank Visa Card** is effective.

### 28. ELIGIBILITY CONDITIONS SPECIFIC TO THIS BENEFIT

The **Cardholder** and his **Spouse** are eligible for coverage on the date on which the cost of any of the following portions of the **Trip** is paid for with the **Laurentian Bank Visa Card** taking place outside his **Province of Residence**, for himself and his **Spouse**;

- a) A **Public Transportation Vehicle** ticket;
- b) Lodging reservation;
- c) All-inclusive **Trip**;
- d) Rental of a **Short-Term Rental Car**.

Their **Dependent Children** are equally eligible if they accompany the **Cardholder** or his **Spouse** throughout the **Trip** and if the cost of one of the aforementioned **Trip** portions was charged to the **Cardholder's Laurentian Bank Visa Card**.

The benefit amount depends on the **Trip** expenses charged to the **Laurentian Bank Visa Card** as outlined under Section 31. *Benefits*.

### 29. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

- a) The date on which the event leading to the cancellation of the **Trip** prior to departure occurs;
- b) The actual return date of the **Insured Person** to his **Province of Residence**;

- c) The return date indicated on the round-trip transportation ticket paid for with the **Laurentian Bank Visa Card**;
- d) The date on which the **Cardholder's Account** is no longer in **Good Standing**;
- e) The date on which the group insurance contract between the Laurentian Bank of Canada and the **Insurer** ends.

### 30. INSURED RISKS

This coverage provides the **Insured Person** with reimbursement for expenses prepaid with his **Laurentian Bank Visa Card** or for certain additional costs he must incur if the **Trip** is cancelled or interrupted under one of the following circumstances:

- a) **Illness, Accident**, or death of the **Insured Person** or a **Member of the Family**;
- b) **Illness, Accident**, or death of the **Travelling Companion** or a **Member of the Family** of the **Travelling Companion**. If several people are travelling together, only three **Insured Persons** can put forward this reason to obtain benefits for themselves and for accompanying **Dependent Children**;
- c) A business associate, a key employee or the host at the destination is hospitalized or dies. A key employee is an employee who plays an essential role in the proper functioning of the company or the institution for which he works, together with the **Insured Person**, and whose absence puts the main activities of the company or institution at risk;
- d) The **Insured Person** must serve jury duty, is subpoenaed as a witness in a case that will be heard during the **Trip**, is quarantined, or the **Airplane** aboard which the **Insured Person** is travelling is hijacked;
- e) The **Insured Person** must relocate his principal residence more than 160 kilometres away within 30 days prior to his departure due to a transfer required by the employer for whom he was working on the date of the purchase of the **Airline** ticket or all-inclusive **Trip** from an authorized agency;
- f) An event renders the principal residence of the **Insured Person** uninhabitable or causes significant damage to his business place;
- g) A **Business Meeting** which the **Insured Person** must attend is cancelled further to the hospitalization or death of the person with whom the arrangements for the meeting had previously been made. The reimbursement is limited to transportation expenses and a maximum of three days of lodging;
- h) A natural catastrophe or violence occurs in the destination country, prompting the Government of Canada to advise against travelling there after the date on which the **Airline** tickets or package **Trip** are purchased;
- i) **Illness, Accident**, or death of the person of whom the **Insured Person** is the legal guardian;
- j) The death of the person of whom the **Insured Person** is the estate executor;
- k) The **Travel Service Supplier** defaults or becomes insolvent;
- l) The company employing the **Insured Person** experiences a strike, lock-out or bankruptcy, or the **Insured Person** suffers an involuntary loss of the **Permanent Employment** he has actively occupied with the same employer for at least one year, provided the **Insured**

*Person* had no reason to believe that he could lose his employment in the days leading up to the purchase of the *Trip*.

### 31. BENEFITS

#### Cancellation prior to departure:

The *Insurer* will pay benefits equal to the total of the following costs, up to \$2,000 per *Trip* per *Insured Person*:

- a) The non-refundable part of the *Travel* arrangement costs prepaid with the *Laurentian Bank Visa Card*;
- b) The extra costs incurred because the *Travelling Companion* must cancel his *Trip* due to one of the circumstances listed under Section 30. *Insured risks* and the *Insured Person* decides to proceed with the *Trip* without that companion.

#### Delayed Departure or Missed Connection

The *Insurer* will pay benefits equal to the total of the following costs, up to \$2,000 per *Trip*, per *Insured Person*:

- a) The extra cost of a one-way economy fare ticket by the most direct route to the planned destination insofar as the *Insured Person* purchased the initial round-trip ticket with the *Laurentian Bank Visa Card*, in the event of a missed connection due to the delay of the connecting public carrier (*Airplane*, bus, train, boat, taxi or limousine) and if the delay is due to weather conditions or mechanical failure. In the case of a private automobile, delay due to a traffic *Accident* or an emergency road closure (substantiated by a police report) is covered. In all cases, the *Insured Person* must have planned to be at the departure point at least 2 hours prior to the scheduled departure time;
- b) The non-refundable unused portion of the *Travel* costs prepaid with the *Laurentian Bank Visa Card* if the connecting scheduled carrier is delayed by weather conditions for a period equal to at least 30% of the total number of days of the *Trip* and the *Insured Person* elects not to depart or carry on with his *Trip*;
- c) In the event the *Insured Person* must delay his departure due to an *Illness* or *Accident* suffered by himself or his *Travelling Companion*, the extra cost of a one-way economy fare ticket with a scheduled carrier by the most direct route for the *Insured Person* to join his group for the remainder of the *Trip*, insofar as the *Insured Person* purchased the initial round-trip ticket with the *Laurentian Bank Visa Card*.

#### Early or Delayed Return

The *Insurer* will pay benefits equal to the total of the following costs, up to \$5,000 per *Trip*, per *Insured Person*:

- a) The extra cost of a one-way economy fare ticket by the most direct route for the return *Trip* to the *Province of Residence*, insofar as the initial round-trip ticket was purchased with the *Laurentian Bank Visa Card*. However, if the *Insured Person's* return is delayed by more than 7 days beyond the initially planned return date due to an *Illness* or *Accident*, this benefit will be payable only upon presentation of proof of the *Insured Person's* hospitalization;

- b) The unused non-refundable portion of the land **Travel** arrangements (hotel reservations, car rental, etc.) prepaid with the **Laurentian Bank Visa Card**.

### **Default of a Travel Service Supplier:**

Subject to paragraphs a) and b) hereunder, the **Insurer** covers the following expenses up to a maximum of \$2,000 per **Insured Person** if the loss is due to the **Default** of a **Travel Service Supplier**, on the condition that subrogation is in favour of the **Insurer** for any amount paid:

- a) The non-refundable sums paid in advance with the **Laurentian Bank Visa Card** for the planned **Trip** if the **Default** occurs before departure;
- b) The non-refundable, unused portion of the sums paid in advance for the **Trip** with the **Laurentian Bank Visa Card** if the **Default** occurs after departure.

### **32. RESTRICTIONS**

The total of all amounts the **Insurer** may be required to pay in the event of **Default** by a **Travel Service Supplier** is limited to \$500,000 for all claims from the same provider, and to \$1,000,000 per calendar year for all claims in the event of **Default** by all **Travel Service Suppliers** insurance (see **Default** of a **Travel Service Supplier** under Section 31. *Benefits*);

In the event of cancellation before departure, the **Trip** must be cancelled through the **Travel** agency or concerned carrier on the day the cause for cancellation occurs (or the next business day, if a statutory holiday) and the **Insurer's** claim services must be notified at the same time. The **Insurer's** responsibility is limited to the cancellation fees stipulated in the **Travel** contract on the date of cancellation or the next business day, if a statutory holiday (see *Cancellation prior to departure* under Section 31. *Benefits*);

The **Assistance Service** must be contacted when expenses must be incurred for cancellation after the date of departure of the **Insured Person**. Moreover, in the event of death, the return must be approved and planned by the **Assistance Service**.

The trip cancellation insurance benefits are subject to the exclusions outlined under Section 34. *General exclusions*.

### **33. EXCLUSION REGARDING PRE-EXISTING ILLNESS OR INJURY**

The **Insurer** will not pay in any of the following cases: any **Illness** or injury for which the **Insured Person** has, during the 90 days prior to departure from his **Province of Residence**:

- › Consulted a **Physician**;
- › Taken medication prescribed by a **Physician**;
- › Been hospitalized;
- › Received treatments or was advised to do so by a **Physician**.

However, if the **Insured Person** had been suffering from said **Illness** or injury for a longer time and did not undergo hospitalization or a change in medical treatment or medication during the 90 days preceding the **Trip** (or a portion of the **Trip**), this condition will be covered.

### **34. GENERAL EXCLUSIONS**

The **Insurer** will not pay any sums in the following cases:

- a) If the **Trip** is taken for any of the following reasons:
- i) With the intention of receiving medical or paramedical treatment or **hospital** care, even if the **Trip** was taken following a **Physician's** recommendation;
  - ii) For the **Insured Person's** work (including training manoeuvres in the armed forces), except if death or loss of use occurs or if expenses are incurred further to an event that arises during a **Business Meeting** or while travelling to such a meeting.
- b) For a claim related to routine pre-natal or post-natal care;
- c) For a claim related to pregnancy, delivery, or complications of either, arising 60 days before the expected date of delivery;
- d) For the continued treatment, recurrence or complication of a medical condition or related condition, following emergency treatment during your **Trip**, if the **Insurer** determine that your **emergency** has ended;
- e) For a claim incurred after the **Insured Person's Physician** advised the **Insured Person** not to travel;
- f) For any medical condition, including symptoms of withdrawal, arising from, or in any way related to, your chronic use of alcohol, drugs or other intoxicants whether prior to your **Trip**;
- g) For any medical condition arising during your **Trip** from, or in any way related to, the abuse of alcohol resulting in a blood alcohol level of more than 80 mg of alcohol per 100 ml of blood, drugs or other intoxicants;
- h) For any loss or expenses incurred resulting from accidental mutilation, suicide or attempted suicide, or self-inflicted injury, regardless of any impairment, **Illness**, or state of mind;
- i) For expenses related directly or indirectly to mental, nervous, psychological or psychiatric disorders, unless incurred while the **Insured Person** is hospitalized for a minimum of 24 hours;
- j) For a claim that results from or is related to your involvement in the commission or attempted commission of a criminal offence or illegal act in the country where the claim was incurred;
- k) For any medical condition that is the result of you not following treatment as prescribed to you, including prescribed medication;
- l) If you have travelled to a country with a published formal travel warning by the Canadian government 'Avoid all non-essential travel' advising Canadians not to travel to the country, region or city of your **Trip** issued before your departure and you have an emergency or related medical condition related to the travel warning. To view the advisories, visit the Government of Canada Travel site;
- m) For a **Trip** taken to visit or attend a sick or injured person whose medical condition or subsequent death results in the cancellation or modification of the planned **Trip**;
- n) If on the date the coverage came into effect, the **Insured Person** knew the reason that would prevent him from undertaking or completing the planned **Trip**;

- o) For any **Accident** that occurs while you are participating in:
- any sporting activity for which you are paid;
  - any sporting event for which the winners are awarded cash prizes;
  - any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to:
    - o hang-gliding and paragliding;
    - o parachuting and sky diving;
    - o bungee jumping;
    - o climbing or mountaineering;
    - o freestyle skiing;
    - o kite surfing;
    - o scuba diving, outside the limits of your certification;
    - o any combat sport;
    - o any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere;
    - o Any sport or activity requiring you to sign a waiver.
  - any risky behavior, such as, but not limited to:
    - o not respecting the safety instructions, the warning signs;
    - o to find yourself or be in a prohibited area.
- p) If the reason put forward by the **Insured Person** does not prevent him beyond any reasonable doubt from undertaking or proceeding with the planned **Trip**;
- q) For any **Accident** or **Illness** occurring while the **Insured Person** is travelling with a commercial vehicle as a driver, a pilot, a crewmember or a non-paying passenger. This exclusion does not apply if said vehicle is used solely as a private means of transportation during a vacation and if the vehicle is an automobile or pick-up truck with a maximum load capacity of 1,000 kg.

## BAGGAGE DELAY INSURANCE

### 35. BEGINNING OF COVERAGE

This insurance benefit takes effect when the **Insured Person's** baggage is checked with an **Airline Carrier**.

It cannot take effect before the date on which the **Laurentian Bank Visa Card** is effective.

### 36. ELIGIBILITY CONDITIONS SPECIFIC TO THIS BENEFIT

The **Cardholder** and his **Spouse** are automatically eligible for coverage when the **Cardholder** buys a round-trip **Airplane** ticket for himself and his **Spouse** with his **Laurentian Bank Visa Card**.

Their **Dependent Children** are also eligible if they accompany the **Cardholder** or his **Spouse** for the entirety of the **Trip** and if the cost of their ticket is charged to the **Cardholder's Laurentian Bank Visa Card**.

### 37. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

- a) When the checked baggage is delivered to the intended destination;
- b) The date on which the **Cardholder's Account** is no longer in **Good Standing**;
- c) The date on which the group insurance contract between the Laurentian Bank of Canada and the **Insurer** ends.

### 38. INSURED RISKS AND BENEFITS

This coverage provides reimbursement for essential items purchased when baggage checked with an **Airline Carrier** is delayed by more than 12 hours, except if the baggage is delayed on the inbound flight to the **Insured Person's Province of Residence**. The maximum reimbursement is \$200 per **Insured Person** if the delay is between 12 and 72 hours and up to \$500 if the delay is more than 72 hours. It covers personal hygiene products, undergarments and daily clothing. The expenses must be incurred within 4 days of arrival at the destination and before the baggage delivery by the **Airline Carrier**. Proof of the delayed baggage checked in with the **Airline Carrier**, as well as receipts of purchases, must be included in the claim.

The overall benefits payable to the **Cardholder**, his **Spouse** and their **Dependent Children** cannot exceed \$1,000 if the delay was between 12 and 72 hours inclusively and \$2,500 if the delay was over 72 hours.

These maximums apply to the total loss incurred by the **Insured Persons**, regardless of the number of **Laurentian Bank Visa Cards** issued to the **Insured Persons**.

### 39. GENERAL EXCLUSIONS

The Baggage delay insurance does not cover:

- a) Animals, any means of transport and their accessories, trailers, boats, motors, aircraft and any other means of transportation and their accessories, furniture and furnishings, dentures and artificial limbs, contact lenses, eyeglasses, hearing aids, jewellery, money, titles, securities and documents, professional or occupational supplies or property, antiques and collectors' items, property that was illegally acquired, kept, stored, or transported;
- b) Delayed baggage that was not checked in accordance with the basic rules published by the **Airline Carrier** or if the connection time between the two flights is shorter than the minimum period prescribed by the **Airline Carrier's** rules;

- c) Items eligible for reimbursement under another insurance contract in accordance with Claiming a benefit, Section 5. *Submitting a claim*;
- d) Items for which the **Insured Person** may request compensation from the **Airline**;
- e) The baggage delay occurs during the flight towards the **Province of Residence** of the **Insured Person**;
- f) For a claim that results from or is related to your involvement in the commission or attempted commission of a criminal offence or illegal act in the country where the claim was incurred;
- g) If you have travelled to a country with a published formal travel warning by the Canadian government 'Avoid all non-essential travel' advising Canadians not to travel to the country, region or city of your **Trip** issued before your departure and you have an emergency or related medical condition related to the travel warning. To view the advisories, visit the Government of Canada Travel site;
- h) Sports equipment or clothing.

## PUBLIC TRANSPORTATION VEHICLE ACCIDENT INSURANCE

### 40. BEGINNING OF INSURANCE

This insurance takes effect on the date on which the **Insured Person** buys, for himself and his **Spouse**, a **Public Transportation Vehicle** ticket with his **Laurentian Bank Visa Card** (at full fare, except for deposits paid by other means) on a **Trip** occurring while outside of his **Province of Residence**.

It cannot become effective before the date on which the **Laurentian Bank Visa Card** is effective.

### 41. ELIGIBILITY CONDITIONS SPECIFIC TO THIS BENEFIT

The **Cardholder** and his **Spouse** become automatically eligible for this benefit on the date on which the **Insured Person** buys, for himself and his **Spouse**, a **Public Transportation Vehicle** ticket with his **Laurentian Bank Visa Card** (at full fare, except for deposits paid by other means) on a **Trip** occurring while outside of his **Province of Residence**.

Their **Dependent Children** are also eligible if they accompany the **Cardholder** or his **Spouse** for a **Trip** that takes place outside of their **Province of Residence** and if the **Cardholder** buys the **Public Transportation Vehicle** tickets for this **Trip** with his **Laurentian Bank Visa Card**.

### 42. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

- a) When the **Insured Person** exits the **Public Transportation Vehicle** or, if immediately after using the **Public Transportation Vehicle** for which he purchased the tickets, the **Insured Person** uses another means of ground transportation operated by a carrier licensed for passenger transportation to **Travel** from the airport, station or harbour, when the **Insured Person** exits that vehicle;

- b) The date on which the **Cardholder's Account** is no longer in **Good Standing**;
- c) The date on which the group insurance contract between Laurentian Bank of Canada and the **Insurer** terminates.

Notwithstanding paragraph c) above, even if the policy terminates, the **Insured Person** who has fulfilled the eligibility requirements for this insurance coverage shall continue to be insured until the expiry of the insurance coverage he procured.

### 43. INSURED RISKS AND BENEFITS

The **Cardholder** who meets the eligibility requirements, as well as his **Spouse** and **Dependent Children**, if applicable, is covered for loss of life or loss of use of one or more limbs caused directly and independently of any other cause, in an **Accident** sustained in a **Public Transportation Vehicle** in which they were paying passengers, during a **Trip** outside of their **Province of Residence**.

They are also covered:

- a) While boarding or exiting a **Public Transportation Vehicle**;
- b) While they are in possession of tickets already paid for with the **Laurentian Bank Visa Card** of the **Cardholder** and using another means of ground transportation operated by a carrier licensed for passenger transportation, to travel to or from the airport, station or harbour, with the intention of immediately using, or immediately after using, the **Public Transportation Vehicle** for which the tickets were purchased;
- c) While they are in possession of tickets already paid for with the **Laurentian Bank Visa Card** of the **Cardholder** and are on the grounds of the airport, station or harbour with the intention of using, or immediately after using, the **Public Transportation Vehicle** for which the tickets were purchased.

If an **Insured Person** suffers injuries which cause, directly and independently from any other cause, one of the following losses, he is entitled to the following benefits:

Accidental Loss of	Sum insured
Life	\$500 000
Use of two limbs or organs (foot, hand, eye) including paraplegia, quadriplegia and hemiplegia	\$500 000
<b>Speech and hearing (both ears)</b>	\$500 000
Use of one arm or one leg	\$375 000
<b>Use of one Limb or Organ</b> (foot, hand, eye)	\$333 333
<b>Speech or Hearing in Both Ears</b>	\$250 000
Use of the following fingers: thumb and index finger of the same hand	\$166 666
Hearing in only one ear	\$83 333

#### 44. RESTRICTIONS

If the **Insured Person** dies within 52 weeks of the **Accident**, only the amount of accidental death insurance will be payable. If there is more than one loss, only the largest of the amounts of insurance is payable. No benefit will be paid while the **Insured Person** is in a coma. If the **Insured Person's** body is not found within 52 weeks of the **Accident**, he will be presumed deceased. This insurance benefit is subject to the exclusions defined under Section 46. *General Exclusions*.

#### 45. OVERALL LIMIT OF LIABILITY OF THE INSURER

If, following the same **Accident**, the total projected benefit amount from all similar policies from the **Insurer** exceeds \$10,000,000, this amount will be limited to \$10,000,000. The benefits payable from each policy will be reduced proportionally.

#### 46. GENERAL EXCLUSIONS

The **Insurer** will not pay any amount in the following cases:

- a) For a **Trip** taken for the **Insured Person's** work (including training maneuvers in the armed forces), except if death or loss of use occurs, or if expenses are incurred further to an event that arises during a **Business Meeting** or while travelling to such a meeting;
- b) For any medical condition, including symptoms of withdrawal, arising from, or in any way related to, your chronic use of alcohol, drugs or other intoxicants whether prior to or during your trip;
- c) For any medical condition (including death) arising during your **Trip** from, or in any way related to, the abuse of alcohol resulting in a blood alcohol level of more than 80 mg of alcohol per 100 ml of blood, drugs or other intoxicants;
- d) For a death or loss of use resulting from suicide or attempted suicide, or self-inflicted injury, regardless of any impairment, **Illness**, or state of mind;
- e) For a death or loss of use resulting from an insurrection, from war or an act of war, whether or not war is declared, or from the **Insured Person's** participation in a criminal act or a riot, if the latter occurs in a country that the Government of Canada advised Canadians against visiting before the start date of the **Trip**;
- f) If the death or loss of use occurs more than 52 weeks after the **Accident**, except if the **Insured Person** is in a coma at the end of this period. If this is the case, the **Insurer** will determine any benefit payable at the end of the coma, if applicable;
- g) When the **Insured Person** is a passenger on a flight chartered by a company that does not usually offer this service, or when boarding or exiting such a **Plane**;
- h) While the **Insured Person** is boarding, exiting or is on a **Plane** other than a **Plane** licensed for passenger transportation;
- i) Any **Accident**, death or loss of use occurring while the **Insured Person** is travelling with a commercial vehicle as a driver, a pilot, a crewmember or a non-paying passenger. This exclusion does not apply if said vehicle is used solely as a private means of transportation during a vacation and if the vehicle is an automobile or pick-up truck with a maximum load capacity of 1,000 kg.

## APPENDIX A – ASSISTANCE SERVICE

The **Laurentian Bank Visa Card** offers you a 24-hour **Assistance Service** whenever you are travelling outside your **Province of Residence**.

The **Assistance Service** is available to any **Insured Person** for the duration of the **Trip**. The telephone numbers to dial in case of emergency are indicated below.

The **Insured Person**, or any person accompanying the **Insured Person** if he is unable to do so, must immediately contact the **Assistance Service** for approval when the **Insured Person** needs **Hospital**, medical and paramedical care and services abroad or outside his **Province of Residence**. (see Section 22. *Eligible care and services*)

The main services available are as follows:

- › Free 24-hour telephone assistance;
- › Referral to **Physicians** or medical facilities;
- › Assistance with admission to **Hospitals**;
- › Cash advances to the **Hospital** when required by the facility;
- › Repatriation of the **Insured Person** to his city of residence once his medical condition permits it;
- › Evacuation to a **Hospital** offering adequate care if repatriation to the **Province of Residence** is not possible;
- › Settlement of formalities in the event of death;
- › Repatriation of the **Insured Person's Dependent Children** if he cannot be moved;
- › The necessary arrangements to send for a **Member of the Immediate Family** if the **Insured Person** must be confined to a **Hospital** for at least 7 days, and if prescribed by his **Physician**;
- › Transmission of messages to the **Insured Person's** family or close friends in the event of an emergency;
- › Assistance in replacing lost or stolen tickets, identification papers or documents in order to continue the **Trip**;
- › Assistance in finding or replacing lost or stolen baggage;
- › Prior to departure, information on passports, visas and vaccines required in the destination country;
- › Referral to lawyers if legal problems arise;
- › Translation services.

**In case of emergency, the *Insured Person* can dial one of the following numbers:**

Location	Number
Canada and the USA	1-877-287-8334 toll free
Elsewhere	514 286-8301 collect call to Montreal (Canada)

If an **Insured Person** has difficulty contacting the **Assistance Service** during his stay abroad, he may communicate with them using the collect call number from anywhere in the world, at any time of the day or night, at 514 286-8301 in Montreal. However, if it is impossible to make a collect call from the foreign country, the **Insured Person** must pay the call charges himself and the charges will be reimbursed.

## APPENDIX 5 (s.31) - NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

### NOTICE GIVEN BY THE DISTRIBUTOR

In accordance with Section 440 of the Act respecting the distribution of financial products and services (Chapter D-9.2).

### THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

The Act allows you to rescind an insurance contract **without penalty**, within 10 days of the date on which it is signed. However, the **Insurer** may grant you a longer period.

To rescind the contract, you must give the **Insurer** notice, within that time, by registered mail or any other means that allow you to obtain an acknowledgement of receipt.

Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract. Contact your distributor or consult your contract.

After the expiry of the applicable time, you may rescind the insurance contract at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers 1-877-525-0337 or visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

## NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

To: Canassurance Insurance Company  
1981 McGill College Ave., suite 105, Montreal, QC H3A 0H6

Date: \_\_\_\_\_  
(date of sending of notice)

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby cancel insurance contract no.:

\_\_\_\_\_  
(number of contract, if indicated)

Agreed on: \_\_\_\_\_  
(date of signature of contract)

In: \_\_\_\_\_  
(place of signature of contract)

\_\_\_\_\_  
(name of client)

\_\_\_\_\_  
(signature of client)

# CERTIFICATE OF INSURANCE

## Laurentian Bank Visa\* card Group insurance contract 9001-2

» Purchase insurance and extended warranty

### Insurers



Industrial Alliance Pacific General Insurance Corporation  
1080 Grande Allée Street West, Quebec, QC G1S 1C7  
Phone: 1-418-684-5000, Fax: 1-418-684-5185  
ia.ca

### CANASSURANCE

Canassurance Insurance Company  
1981 McGill College Ave., suite 105, Montreal, QC H3A  
0H6 Phone: 1-877-287-8334, Fax: 1-866-286-8358

### Credit card issuer and Insurance distributor



LAURENTIAN  
BANK

Laurentian Bank of Canada  
1360 René-Lévesque Blvd. West, suite 600,  
Montreal, QC H3G 0E5  
Phone: 1-800-252-1846

### Keep this insurance certificate and your welcome letter

These documents constitute your insurance contract. They describe your coverage in detail and how to submit a claim.

### Pay attention to the definitions

The words in **bold and italics** have a very specific meaning. Read Section 1. *Definitions* in the *General conditions* to fully understand your coverage.

### CONTACT US

<b>General Information: 1-800-252-1846</b>	<b>Submit a claim: 1-877-287-8334</b>
If you would like additional information about this product or about any other products or services offered by Laurentian Bank.	Please read Section 9. <i>Submitting a claim</i> of the <i>General conditions</i> to learn about the applicable deadlines and process

## GENERAL CONDITIONS, APPLICABLE TO ALL INSURANCE BENEFITS

For the purposes of this certificate, the masculine form includes the feminine unless a different meaning is required from the context. In addition, the singular shall include the plural where required

### 1. DEFINITIONS

Unless indicated otherwise, the terms used in this certificate retain their usual meaning. However, the terms in **bold and italics** in this document have the following meaning:

**Account:** the *Cardholder's Laurentian Bank Visa Card Account* in *Good Standing*.

**Cardholder:** a natural person to whom a *Laurentian Bank Visa Card* has been issued and whose name is on the card. The **Cardholder** must be a *Full-time resident of Canada* and his **Account** must be in *Good Standing*.

**Full-time resident of Canada:** a natural person having his principal residence in Canada.

**Good standing:** the **Account** meets all the requirements of the agreement in effect between the **Cardholder** and the *Laurentian Bank*. The **Account** must also not show any fraudulent transactions or be subject to restrictions, nor should it be subject to recovery proceedings or to a declaration of bankruptcy or consumer proposal.

**Insured Person:** Any *Laurentian Bank Visa Cardholder*

**Insurer:** Industrial Alliance Pacific General Insurance Corporation and Canassurance Insurance Company.

**Laurentian Bank:** Laurentian Bank of Canada

**Laurentian Bank Visa Card:** a Visa credit card issued by *Laurentian Bank* which gives access to the Purchase insurance and extended warranty. All conditions of the agreement between the **Cardholder** and the *Laurentian Bank* must be met.

**Mysterious Disappearance:** an object cannot be located and the circumstances of its disappearance cannot be explained or does not lend itself to reasonable inference that a theft occurred.

### 2. ELIGIBILITY CRITERIA FOR THIS INSURANCE

The following criteria must be met on the effective date of the insurance:

- › Be a *Full-time resident of Canada*; and
- › Be a *Laurentian Bank Visa Cardholder*.

### 3. EFFECTIVE DATE OF INSURANCE

The insurance takes effect on the earliest of the effective date of the contract between the *Laurentian Bank* and the **Insurer** or the date on which the *Laurentian Bank Visa Card* was issued.

#### 4. EXCLUSIVITY OF WARRANTY

Coverage under this Purchase insurance and extended warranty is reserved exclusively to the **Cardholder**. No other legal or natural person may benefit from it.

The **Cardholder** may not transfer his rights under the benefit listed hereabove, except in the case of items given as gifts which must still be subject to the conditions listed under the current certificate.

#### 5. DUE DILIGENCE

The **Cardholder** shall take all reasonable measures to avoid or diminish any loss of or damage to property protected by this insurance.

#### 6. FRAUD OR FALSE CLAIM

Any fraud or intentional false statement by the **Cardholder** regarding a claim will result in the loss of the coverage and benefits offered under this insurance and any claims being denied.

#### 7. NULLITY OF THE INSURANCE

Any false statements or concealment made, knowingly or not, by the **Insured Person** concerning facts or circumstances known by him and relating to a risk or a claim, as well as any refusal to disclose information deemed essential by the **Insurer**, will result in the nullity of the insurance, upon the **Insurer's** request.

#### 8. PREMIUM

The **Cardholder** doesn't have to pay any premiums in order to benefit from this coverage.

#### 9. SUBMITTING A CLAIM

The **Cardholder** must keep copies of receipts and any other documents required for the submission of claims. He must also declare any loss as soon as he's made aware of it at **1-877-287-8334**.

Upon receipt of the notice of claim by telephone, the **Insurer** will provide the **Cardholder** with the appropriate claim form. The **Cardholder** must complete and sign the loss report provided by the **Insurer** and return it to the address indicated below within **90 days of the loss**.

##### Claims

1981 McGill College Ave., suite 105  
Montreal, QC H3A 0H6

The loss report must indicate the day, time, place and cause of the loss and the amount of the damages, and be accompanied by the following:

- › A copy of the **Laurentian Bank Visa Card Account** statement showing the proof of purchase;
- › A copy of the vendor sales receipt;
- › A copy of the original manufacturer's warranty (when applicable),
- › A copy of a police, fire or insurance report, or any other evidence that can establish your right to benefits.

Any delays in the transmission of said report shall not be used against to the **Cardholder** if he can establish that it was not reasonably possible for him to do so within the time allowed and that the report was submitted without delay.

The **Cardholder** may not have any repairs done until he has received the agreement of the **Insurer** on said repairs and on the choice of the repairer. If the **Insurer** so requests, the **Cardholder** must send the damaged item that is the object of the claim at his own expense to the address provided by the **Insurer**.

Any payment made in good faith by the **Insurer** terminates its obligations in respect to the loss in question.

## 10. INSURER'S RESPONSE PERIOD

The **Insurer** has **30 business days** following receipt of all documents needed to process your file to either:

- › Pay you the benefit; or
- › Refuse your claim in writing, explaining the reason or reasons for this decision.

## 11. APPEALING A DECISION AND RECOURSE

In case of refusal by the **Insurer**, the **Insured Person** may appeal the decision **within 12 months following the refusal**. To do so, the **Insured Person** must notify the **Insurer** in writing by submitting his perspective or by providing new documents that could modify the decision made.

The **Insurer** will provide the **Insured Person** with a confirmation of receipt upon reception of the appeal and will inform him of the available recourse. The **Insurer** has a 4 month period to communicate its decision in writing or over the phone to the **Insured Person**.

The appeal and the documents must be sent to:

### Claims Review

1981 McGill College Ave., suite 105  
Montreal, QC H3A 0H6

## 12. SUBROGATION

The **Insurer** is subrogated to the **Cardholder's** rights of action, up to the amount of the indemnity that was paid, against the person (natural person or corporate body) liable for the loss and has the right to sue them in the **Cardholder's** name. The insured must take any action that is reasonably required to this effect, including formalizing any document required to help the **Insurer** institute its proceedings.

## 13. POLICY REVIEW

Any **Insured Person** may consult the insurance policy at **Laurentian Bank's** head office during business hours. He may also obtain a copy at his own expense..

## 14. CONTRACT

The policy, appendix, endorsements, certificate of insurance and enrolment form (if applicable) constitute your insurance contract for Purchase insurance and extended warranty.

The **Insurer** must inform the **Laurentian Bank**, by means of a notice sent at least 90 days in advance, of any modification it makes to the contract.

## 15. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

- a) The date the **Insured Person**, for whatever reason, no longer satisfies the definition of a **Cardholder**;
- b) The date the **Cardholder** asks **Laurentian Bank** to close his **Account**;
- c) The date the **Cardholder Account** is no longer in **Good Standing**;
- d) The date the **Cardholder** ceases to be a **Full-time resident of Canada**;
- e) The date the contract between the **Laurentian Bank** and the **Insurer** ends.

No compensation is payable for any claims submitted for items purchased after the date of termination of the insurance

## 16. CONTRACT AMENDMENT

Should the **Laurentian Bank** make any change to its variable credit contracts or its **Account** statements that impact the coverage offered under the Purchase insurance and extended warranty contract, the provisions of the latter shall continue to apply until an endorsement is added to the contract.

## 17. PERSONAL INFORMATION

Personal information that the **Insurer** possesses or will possess regarding an **Insured Person** is treated as confidential.

The **Insured Person** may have access to his file and ask the **Insurer** to correct any information that he can prove to be incorrect, incomplete, ambiguous, out-of-date or unnecessary, by sending a written request to those responsible for information at the **Insurer's** head office.

## 18. AUTHORIZATION REGARDING COLLECTION OF PERSONAL INFORMATION AND ITS DISCLOSURE TO THIRD PARTIES

Unless the **Insurer** is informed otherwise in writing, the **Insured Person** gives express authorization to **Laurentian Bank** or any company using its database to provide the **Insurer**, its reinsurers or a third-party administrator with anything required to manage the insurance contract.

In the event of death, the **Insured Person** authorizes his beneficiaries, heirs or liquidator to provide the **Insurer**, its reinsurers or a third-party administrator with any information or authorizations required to allow assessment of claims and the provision of supporting documents.

Should such notice be given to the **Insurer**, the insurance will terminate automatically.

This authorization also applies to the collection, use and communication of personal information concerning dependent children insured under the insurance contract.

## 19. LAWFUL CURRENCY

All payments hereunder will be made in the lawful currency of Canada.

Any payments to the **Cardholder** will be made in Canadian currency at the exchange rate in effect at the time of payment.

## 20. CONDITIONAL ASSIGNMENT

The rights conferred by this certificate of insurance may not be used as conditional assignment.

## 21. COMPLAINT

The **Insured Person** who wishes to review the **Insurer's** complaint policy or file a complaint may do so by visiting: <https://ia.ca/corporate/complaint/file-complaint>

# PURCHASE INSURANCE

## 22. INSURABLE RISK

This insurance automatically protects without declaration most movable assets purchased by the **Cardholder** with the **Laurentian Bank Visa Card** against all risks of direct loss or damage, on the condition that they are not covered elsewhere. The insurance is effective for 90 days from the date of purchase, anywhere in the world. It is up to the **Insurer** to decide whether to repair, replace or reimburse the purchase price of an item that was lost stolen or damaged to the **Cardholder**.

## 23. EXCLUSION AND LIMITATIONS

The warranty applies only to the extent that the affected items are not otherwise covered. It does not cover:

- a) Traveller's cheques, cash (bank notes or coin), notes, tickets, negotiable items or other numismatic goods;
- b) Natural Animals or plants;
- c) Goods purchased by mail order, as long as the **Cardholder** has not received and accepted them;
- d) Golf balls;
- e) Motor vehicles, motor boats, airplane, motorcycles, scooters, plows, motor lawn mowers, golf carts, garden tractors and other motorized vehicles (except miniature electric vehicles for children) and their parts or accessories;
- f) Damage to sports equipment resulting from its use.

It does not apply either to the loss or theft of jewellery in luggage except in the case of carry-ons that were kept under the direct supervision of the **Cardholder** or of his travel companion (with the consent of the **Cardholder**).

It excludes loss or damage caused by fraud, misuse, abuse, manufacturing defects, hostile behaviors of any kind (including war, invasion, civil unrest and insurrection), seizure by the authorities, risks involved in smuggling, illegal activities, normal wear, floods, earthquakes, contamination by any radioactive substance, **Mysterious Disappearance** or manufacturing defects.

Items given as gifts by the **Cardholder** are covered, however any claims must be made by the **Cardholder**, not by the recipient of the gift.

Indirect damages and attorney's fees are not covered.

#### 24. BENEFITS LIMITATIONS

In the event of a claim, the **Cardholder** is entitled to compensation not exceeding the purchase price or the fraction of the purchase price of the insured item appearing on the **Laurentian Bank Visa Card Account** statement. When the loss concerns an item that is part of a set, you will receive no more than the value of that item regardless of any special value the item may have as part of the purchase price of the set.

The **Insurer** may at its discretion:

- a) Repair, rebuild or replace the lost or damaged item (in whole or in part), provided that the **Cardholder** is informed of its intention within **30 days** of receipt of the appropriate claim;
- b) Provide a cash settlement up to the purchase price of the item in question, subject to the exclusions, conditions and restrictions of warranties stipulated in this contract.

#### 25. LIMIT OF LIABILITY OF THE INSURER

This coverage offers a lifetime maximum benefit of \$60,000 per **Account** and/or per **Cardholder**.

#### 26. OTHER INSURANCE

If the **Cardholder** is covered both under this insurance and another insurance of any type, that both cover the claim, the Purchase insurance will only come into play to compensate for the possible insufficiency of the other insurance and any applicable deductible, and only once said insurance has been exhausted. This is subject to exclusions, conditions and restrictions of the benefit stipulated in the contract. In no case may the insurance be contributing, notwithstanding any similar provision found in the other contracts.

### EXTENDED WARRANTY BENEFIT

#### 27. INSURABLE RISK

Extended warranty is granted when the **Cardholder** fully charges to his **Account** the price of the covered Items whose warranties are valid in Canada.

If the warranty is 5 years or less, this insurance automatically doubles the warranty period offered by the original manufacturer, up to a maximum of one full year, and without requiring a prior declaration, under the terms of its warranty (excluding any extension offered by the manufacturer or else). This benefit applies to most new items purchased with the **Laurentian Bank Visa Card** anywhere in the world, provided that the manufacturer's warranty is valid in Canada.

If the item has a warranty of 5 years or more from the manufacturer, the **Cardholder** must register the purchased item with the **Insurer** before the manufacturer's warranty expires by sending the vendor sales receipt (if available), a copy of the **Laurentian Bank Visa Card**

**Account** statement, the item's serial number if it is known, the original manufacturer's warranty valid in Canada and designation of the item to the following address:

#### **Claims department**

1981 McGill College Ave., suite 105  
Montreal, QC H3A 0H6

### **28. EXCLUSIONS AND LIMITATIONS**

The extended warranty ends automatically on the date the manufacturer ceases to carry on business for any reason whatsoever.

The extended warranty does not cover the following:

- a) Used items;
- b) Motor vehicles, motor boats, airplanes, motorcycles, scooters, plows, motor lawn mowers, golf carts, garden tractors and other motorized vehicles (except miniature electric vehicles for children) and their parts or accessories.

The extension applies only to the cost of parts and/or labor resulting from mechanical breakdown or defects in the insured item or from any other event specifically covered under the original manufacturer's warranty valid in Canada.

Items given as gifts by the **Cardholder** are however covered, but any claims must be made by the **Cardholder**, not by the recipient of the gift.

Bodily harm, property damage, indirect damages, punitive damages, exemplary damages and attorney's fees are not covered.

### **29. OTHER INSURANCE**

If the **Cardholder** is covered both under this insurance and another insurance of any type, that both cover the claim, the Purchase insurance will only come into play to compensate for the possible insufficiency of the other insurance and any applicable deductible, and only once said insurance has been exhausted. This is subject to exclusions, conditions and restrictions of the benefit stipulated in the contract. In no case may the insurance be contributing, notwithstanding any similar provision found in the other contracts.

## **For Insureds OUTSIDE OF QUEBEC ONLY**

The following clauses are added to this Certificate.

### **30. ADDITIONAL STATUTORY REQUIREMENTS**

These conditions govern all policies in all Provinces except Quebec and we are legally required to attach them to this certificate. However, in some cases the **Insurer** has waived the requirement of some of these provisions so that all conditions in your favour remain intact.

### **31. ACTION OR PROCEEDING AGAINST AN INSURER**

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*.

The following Statutory Conditions are also added to this certificate

### 32. MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the **Insurer** or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the **Insurer** in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

### 33. PROPERTY OF OTHERS

The **Insurer** is not liable for loss or damage to property owned by a person other than the insured unless:

- a) Otherwise specifically stated in the contract; or
- b) The interest of the insured in that property is stated in the contract.

### 34. CHANGE OF INTEREST

The **Insurer** is liable for loss or damage occurring after an authorized assignment under the [Bankruptcy and Insolvency Act](#) (Canada) or a change of title by succession, by operation of law or by death.

### 35. MATERIAL CHANGE IN RISK

- a) The insured must promptly give notice in writing to the **Insurer** or its agent of a change that is:
  - i. Material to the risk; and
  - ii. Within the control and knowledge of the insured.
- b) If an **Insurer** or its agent is not promptly notified of a change under subparagraph a) of this section, the contract is void as to the part affected by the change;
- c) If an **Insurer** or its agent is notified of a change under subparagraph a) of this section, the **Insurer** may:
  - i. Terminate the contract in accordance with the Statutory Condition 36.; or
  - ii. Notify the **Insured Person** in writing that, if the **Insured Person** desires the contract to continue in force, the **Insured Person** must, within 15 days after reception of the notice, pay to the **Insurer** an additional premium specified in the notice.
- d) If the **Insured Person** fails to pay an additional premium when required to do so under subparagraph c) ii. of this section, the contract is terminated at that time and Statutory Condition 36. c) i. is applied in respect of the unearned portion of the premium.

### 36. TERMINATION OF INSURANCE

The contract may be terminated:

- a) By the **Insurer** sending to the **Insured Person** a 15 days' notice of termination by registered mail or by personally delivering a 5 days' written notice of termination; or
- b) By the **Insured Person** at any time on request;
- c) If the contract is terminated by the **Insurer**:

- i. The **Insurer** must refund the excess of premium actually paid by the **Insured Person** over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in this certificate; and
  - ii. The refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- d) If the contract is terminated by the **Insured Person**, the **Insurer** must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in this certificate, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in this certificate;
- e) The 15 day period referred to in subparagraph a) of this section is effective from the day the registered mail is delivered to the insured person's postal address or when the tracking delivery notification is received.

### 37. REQUIREMENTS AFTER LOSS

- a) On the happening of any loss or damage to insured property, the **Insured Person** must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:
- i. Immediately give notice in writing to the **Insurer**;
  - ii. Deliver as soon as practicable to the **Insurer** a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
    - o by giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;
    - o by stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the **Insured Person** knows or believes;
    - o by stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the **Insured Person**;
    - o by stating the amount of other insurances and the names of other Insurers;
    - o by stating the interest of the **Insured Person** and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
    - o by stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
    - o by stating the place where the insured property was at the time of loss.
  - iii. If required by the **Insurer**, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and;

- iv. If required by the **Insurer** and if practicable:
  - o produce books of account and inventory lists;
  - o provide invoices and other vouchers verified by statutory declaration; and
  - o provide a copy of the written portion of any other relevant contract.
- v. The evidence given, produced or provided under subparagraph a) iii. and iv. of this section must not be considered proofs of loss within the meaning of Statutory Conditions 41. and 42.

### 38. FRAUD

Any fraud or willfully false statement in a statutory declaration in relation to the particular required under Statutory Condition 37. invalidates the claim of the person who made the declaration.

### 39. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 37. a) i. may be given and the proof of loss under Statutory Condition 37. a) ii. may be made:

- a) By the agent of the **Insured Person** if:
  - i. The **Insured Person** is absent or unable to give the notice or make the proof; and
  - ii. The absence or inability is satisfactorily accounted for; or
- b) By a person to whom any part of the insurance money is payable, if the **Insured Person** refuses to do so, or in the circumstances described in clause a) of this section.

### 40. SALVAGE

- a) In the event of loss or damage to **Insured Person** property, the **Insured Person** must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract. If necessary, remove the property to prevent loss or damage or further loss or damage to the property;
- b) The **Insurer** must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the **Insured Person** under subparagraph a) of this section.

### 41. ENTRY, CONTROL, ABANDONMENT

After loss or damage to the **Insured Person's** property, the **Insurer** has:

- a) An immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
- b) A further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, after the **Insured Person** has secured the property; but
  - i. Without the **Insured Person's** consent, the **Insurer** is not entitled to the control or possession of the insured property; and

- ii. Without the **Insurer's** consent, there can be no abandonment to it of the insured property.

#### 42. IN CASE OF DISAGREEMENT

- a) In the event of disagreement as to the value of the **Insured Person's** property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the **Insurance Act** whether or not the **Insured Person's** right to recover under the contract is disputed, and independently of all other questions;
- b) There is no right to a dispute resolution process under this section until;
  - i. A specific demand is made for it in writing; and
  - ii. The proof of loss has been delivered to the **Insurer**.

#### 43. WHEN LOSS PAYABLE

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 35. and delivered to the **Insurer**.

#### 44. REPAIR OR REPLACEMENT

- a) Unless a dispute resolution process has been initiated, the **Insurer**, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss;
- b) If the **Insurer** gives notice under subparagraph a) of this section, the **Insurer** must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the required work within a reasonable time.

#### 45. NOTICE

Written notice to the **Insurer** may be delivered at, or sent by recorded mail to, the chief agency or head office of the **Insurer** in the province;

Written notice to the **Insured person** may be personally delivered at, or sent by recorded mail addressed to, the **Insured Person's** last known address as provided to the **Insurer** by the **Insured Person**.

## APPENDIX 5 (s.31) - NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

### NOTICE GIVEN BY THE DISTRIBUTOR

In accordance with Section 440 of the Act respecting the distribution of financial products and services (Chapter D-9.2).

### THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

The Act allows you to rescind an insurance contract **without penalty** within 10 days of the date on which it is signed. However, the **Insurer** may grant you a longer period.

To rescind the contract, you must give the **Insurer** notice, within that time, by registered mail or any other means that allow you to obtain an acknowledgement of receipt.

Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.

After the expiry of the applicable time, you may rescind the insurance contract at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers 1-877-525-0337 or visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

\*Trademark of Visa Int., used under licence.

## NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

To: Canassurance Insurance Company  
1981 McGill College Ave., suite 105  
Montreal, QC H3A 0H6

Date: \_\_\_\_\_  
(date of sending of notice)

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby rescind insurance contract no.:

\_\_\_\_\_  
(number of contract, if indicated)

Entered into on: \_\_\_\_\_  
(date of signature of contract)

In: \_\_\_\_\_  
(place of signature of contract)

\_\_\_\_\_  
(name of client)

\_\_\_\_\_  
(signature of client)

# CERTIFICATE OF INSURANCE

Policy number: 9908-8604

September 17, 2021

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› Visa auto rental collision/loss damage insurance

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## Insurer

**CHUBB**

Chubb Insurance Company of Canada  
199 Bay Street, Suite 2500  
P.O. Box 139 Commerce Court Postal Station  
Toronto, Ontario M5L 1E2

## Credit card issuer and insurance distributor



**LAURENTIAN  
BANK**

Laurentian Bank of Canada  
1360 René-Lévesque Boulevard West, suite 600  
Montréal Quebec H3G 0E5  
Tel.: 1-800-252-1846

**Please read this certificate carefully.** It outlines what Collision / Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when You rent and operate a rental vehicle but do not accept the Collision Damage Waiver (CDW) or its equivalent offered by a Rental Agency. It also provides instructions on how to make a claim.

***This certificate should be kept in a safe place and carried with You when You travel.***

Effective September 17, 2021 Chub Insurance Company of Canada, 199 Bay Street, Suite 2500, P.O. Box 139 Commerce Court Postal Station, Toronto, Ontario, M5L 1E2 (referred to in this certificate as the "Company") provides the insurance for this certificate under Policy 9908-8604 (referred to in this certificate as the "Policy").

## **THIS CERTIFICATE IS NOT A CONTRACT OF INSURANCE**

It contains only a summary of the principal provisions of the Policy. An Insured Person or a claimant under the Policy or Group Policy may, on request to the Company, obtain a copy of the Policy or Group Policy, subject to certain access limitations permitted by applicable law.

All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made.

This coverage may be cancelled, changed or modified at the option of the card issuer at any time without notice.

## **DEFINITIONS**

To help You understand this document, some key words have been defined below:

**Car Sharing:** means a car rental club which gives its members 24 hour access to a fleet of cars parked in a convenient location.

**Cardholder:** means the person whose name is embossed on the Eligible VISA card or who is authorized to use the card in accordance with the Cardholder agreement or an employee of the entity to whom the card was issued.

**Computer programs:** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber incident:** means any of the following act:

- (a) unauthorized access to or use of an Insured Person's Digital Data or a rental vehicle;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, delation, erasure, loss of use or destruction of an Insured Person's Digital Data or rental vehicle;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against an Insured Person's Digital Data or a Rental Vehicle;
- (d) restriction or inhibition of access to or directed against an Insured Person's Digital Data or a rental vehicle; or
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems, or mistakes in legitimate electronic code or damage from code installed on a rental vehicle during the manufacturing process, upgrade process, or normal maintenance.

**Digital Data:** means information, concepts, knowledge, facts, images, sounds, instructions or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), or hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing device or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a rental vehicle to store information, process information and transmit the information over the internet.

**Eligible VISA:** means the Laurentian Bank Visa Infinite, EXPLORE, Business Rewards and Business Cashback cards issued by Laurentian Bank of Canada in accordance with the Cardholder agreement.

**Insured Person:** means: (1) You the Cardholder, who presents himself (herself) in person at the Rental Agency, signs the rental contract, declines the Rental Agency's CDW or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy. (2) Any other person who drives the same rental vehicle with Your permission whether or not such person has been listed on the rental vehicle contract or has been identified to the Rental Agency at the time of making the rental, however, You and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

**Important:** Check with Your personal automobile insurer and the Rental Agency to ensure that You and all other drivers have adequate third party liability, personal injury and damage to property coverage. **This policy only covers loss or damage to the rental vehicle as stipulated herein.**

**Loss of Use:** means the amount paid to a Rental Agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

**Rental Agency:** means an auto rental agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this certificate of insurance the terms 'rental company' and 'rental agency' refer to both traditional auto rental agencies and Car Sharing Programs.

**Rental Agency's CDW:** means an optional Collision Damage Waiver (CDW) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract. Rental Agency's CDW is not insurance.

**Tax-free car:** means a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The Visa Collision / Loss Damage Insurance program **will not** provide coverage for Tax-free cars.

**"You" / "Your":** means an Eligible VISA Cardholder whose name is embossed on the card or who is authorized to use the card in accordance with the Cardholder agreement.

## **A. VISA COLLISION / LOSS DAMAGE INSURANCE AT A GLANCE**

Only the Cardholder may rent a vehicle and decline the Rental Agency's CDW or an equivalent coverage offering. This coverage applies only to the Insured Person's personal and business use of the rental vehicle.

- › Your Eligible VISA card must be in good standing.
- › You must initiate and complete the entire rental transaction with the same Eligible VISA card.
- › The full cost of the rental must be charged to Your Eligible VISA card to activate coverage.
- › Coverage is limited to one rental vehicle at a time, i.e. if during the same period there is more than one vehicle rented by the Cardholder, only the first rental will be eligible for these benefits.
- › The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds 48 consecutive days, coverage will not be provided from the first day onwards, i.e. coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.
- › Coverage is limited to loss / damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid Loss of Use charges.

- › The Cardholder must decline on the rental contract the CDW option or its equivalent offered by the Rental Agency. (The Visa Collision / Loss Damage Insurance coverage does not pay for the premium charged by the Rental Agency for the CDW offered by the Rental Agency).
- › Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "Types of Vehicles Covered").
- › The Visa Collision / Loss Damage Insurance Program will provide coverage to Cardholders when the full cost of each rental of a vehicle (per use and mileage charges) is paid for using Your Eligible VISA card and the Car Sharing Program's Collision / Loss Damage Insurance is declined.
- › Coverage is available except where prohibited by law.
- › Claims must be reported within 48 hours of the loss / damage occurring by calling 1-877-757-7971 (international toll-free) or 416-649-6444 (local).

**PLEASE READ THE FOLLOWING COVERAGE DESCRIPTION CAREFULLY FOR MORE DETAILED INFORMATION ON CONDITIONS AND EXCLUSIONS.**

Visa Collision / Loss Damage (CLD) Insurance provides coverage when You use Your Eligible VISA card to pay in full for a rental vehicle and decline the CDW (or an equivalent coverage) offered by the Rental Agency. There is no additional charge for the Visa CLD Insurance. The coverage compensates You or a Rental Agency for loss / damages up to the actual cash value of the rental vehicle and valid Rental Agency Loss of Use charges when the conditions described below are met.

**B. COLLISION / LOSS DAMAGE COVERS**

Visa CLD Insurance is primary insurance (except for losses that may be waived or assumed by the Rental Agency or its insurer, and in such circumstances where local government insurance legislation states otherwise) which pays the amount for which You are liable to the Rental Agency up to the actual cash value of the damaged or stolen rental vehicle as well as valid Loss of Use charges resulting from damage or theft occurring while You are the renter of the rental vehicle.

The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days. If You rent the same vehicle or vehicles for more than 48 consecutive days, no coverage is provided for any part of Your rental period.

**This coverage does NOT include loss arising directly or indirectly from:**

- 1) A replacement vehicle for which Your personal automobile insurance is covering all or part of the cost of the rental
- 2) Third party liability
- 3) Personal injury or damage to property, except the rental vehicle itself or its equipment
- 4) The operation of the rental vehicle at any time during which any Insured Person is driving while intoxicated or under the influence of any narcotic
- 5) Any dishonest, fraudulent or criminal act committed by any Insured Person

- 6) Wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin
- 7) Operation of the rental vehicle in violation of the terms of the rental agreement except:
  - a) Insured Persons as defined, may operate the rental vehicle
  - b) The rental vehicle may be driven on publicly maintained gravel roads
  - c) The rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

**N.B. It must be noted that loss / damage arising while the vehicle is being operated under (a), (b) or (c) above is covered by this insurance. However, the Rental Agency's third party insurance will not be in force and, as such, You must ensure that You are adequately insured privately for third party liability.**

- 8) Seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority
- 9) Transportation of contraband or illegal trade
- 10) War, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action
- 11) Transportation of property or passengers for hire
- 12) Nuclear reaction, nuclear radiation, or radioactive contamination
- 13) Intentional damage to the rental vehicle by an Insured Person
- 14) a Cyber Incident

### **C. WHO IS ELIGIBLE FOR COVERAGE?**

Insured Persons as defined provided that:

- 1) Your card account privileges have not been terminated or suspended, and / or
- 2) Your card account is not more than 90 days past due.

### **D. COVERAGE ACTIVATION**

For coverage to be in effect You must:

- 1) Use Your Eligible VISA card to pay for the entire rental from a Rental Agency.
- 2) **Decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract.** If there is no space on the vehicle rental contract for You to indicate that You have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant".
  - › Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid by Your Eligible VISA card.
  - › You are covered if You receive a «free rental» as a result of a promotion where You have had to make previous vehicle rentals and if each such previous rental was entirely paid for with Your Eligible VISA card.

- › You are covered if You receive a «free rental» day(s) as a result of a Visa travel reward program (or other similar Visa program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, this entire balance must be paid by Your Eligible VISA card.
- › You are covered if points earned under Your Eligible VISA card (member points program) are used to pay for the rental. However, if only a partial payment is paid using the (member points program), the entire balance of that rental must be paid using Your Eligible VISA card in order to be covered.

## **E. COVERAGE TERMINATION**

### **THERE IS NO COVERAGE WHEN:**

- 1) The Rental Agency reassumes control of the rental vehicle.
- 2) This Policy is cancelled.
- 3) Your rental period is more than 48 consecutive days, or Your rental period is extended for more than 48 consecutive days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or other vehicles.
- 4) Your Eligible VISA card is cancelled or card privileges are otherwise terminated.

## **F. WHERE COVERAGE IS AVAILABLE**

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Section B, Part 7 (a) (b) or (c) section "COLLISION / LOSS DAMAGE COVERS").

(See the section of "Helpful Hints" for tips on locations where use of this coverage may be challenged and what to do when a Rental Agency makes the rental or return of a vehicle difficult.)

## **G. TYPES OF VEHICLES COVERED**

The types of rental vehicles covered include:

All cars, sport utility vehicles, and Mini-Vans (defined as vans made by an automobile manufacturer and classified by the manufacturer or a government authority as Mini-Vans made to transport a maximum of eight (8) people including the driver and which are used exclusively for the transportation of passengers and their luggage) except those excluded below.

### **THE FOLLOWING VEHICLES ARE NOT COVERED:**

- 1) Vans, cargo vans or mini cargo vans (other than Mini-Vans as described above)
- 2) Trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck
- 3) Limousines
- 4) Off-road vehicles - meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property
- 5) Motorcycles, mopeds or motor bikes

- 6) Trailers, campers, recreational vehicles or vehicles not licensed for road use
- 7) Vehicles towing or propelling trailers or any other object
- 8) Mini-buses or buses
- 9) Any vehicle with a Manufacturer's Suggested Retail Price (MSRP) excluding all taxes, over sixty-five thousand dollars (\$65,000) Canadian, at the time and place of loss
- 10) Exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce
- 11) Any vehicle which is either wholly or in part hand made, hand finished or has a limited production of under 2,500 vehicles per year
- 12) Antique vehicles, meaning a vehicle over twenty (20) years old or which has not been manufactured for ten (10) years or more
- 13) Tax-free cars

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the above requirements.

## IN THE EVENT OF AN ACCIDENT / THEFT

- › Within 48 hours, call 877-757-7971 (international toll free) or 416-649-6444 (local). The representative will answer Your questions and send You a claim form.
- › Decide with the rental agent which one of You will make the claim.

**If the rental agent decides to settle the claim directly**, complete the accident report claim form and assign the right for the Rental Agency to make the claim on Your behalf on the claim form or other authorized forms. It is important to note that You remain responsible for the loss / damage and that You may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax the required documentation to 905-602-0185 or email them to [visanac@crowco.ca](mailto:visanac@crowco.ca). Original documentation may also be required in some instances. (If You have any questions, are having any difficulties, or would like the claims administrator to be involved immediately, call the number provided above).

**If You will be making the claim**, You must call the claims administrator within 48 hours of the damage / theft having occurred. Your claim must be submitted with as much documentation, requested below, as possible within 45 days of discovering the loss / damage. You will need to provide all documentation within 90 days of the date of damage or theft to the claims administrator at the address provided below.

### **THE FOLLOWING CLAIM DOCUMENTATION IS REQUIRED:**

- › The claim form, completed and signed
- › Your Visa sales draft showing that the rental was paid in full with Your Eligible VISA card, or the Visa sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental
- › The original copy of both sides of the vehicle rental agreement

- › Accident or damage report, if available
- › The itemized repair bill, or if not available, a copy of the estimate
- › Receipt for paid repairs
- › Police report, when available
- › Copy of Your billing or pre-billing statement if any repair charges were billed to Your account

#### **FORWARD THIS DOCUMENTATION TO:**

##### **Crawford and Company (Canada) Inc.**

##### **National Claims Management Centre**

100 Milverton Drive, Suite 300

Mississauga, Ontario L5R 4H1

Fax - 905-602-0185

Email: [visanac@crawco.ca](mailto:visanac@crawco.ca)

Under normal circumstances, the claim will be paid within 15 days after the claim's administrator has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed.

After the Company has paid Your claim, Your rights and recoveries will be transferred to the Company to the extent of the Company's payment for the loss / damage incurred when the rental vehicle was Your responsibility. This means the Company will then be entitled, at its own expense, to sue in Your name. If the Company chooses to sue another party in Your name, You must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing Your signature on all necessary documents that enable the Company to sue in Your name.

Once You report damage, loss or theft, a claim file will be opened and will remain open for six (6) months from the date of the damage or theft. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the claim's administrator within six (6) months of the date of loss / damage.

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 (or other applicable legislation) in Your Province of residence.

You should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this Visa Collision / Loss Damage Insurance.

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.

#### **HELPFUL HINTS**

Before You rent a vehicle, find out if You are required to provide a deposit if You wish to decline the Rental Agency's CDW. If possible, select a Rental Agency which provides an excellent rate AND allows You to decline the CDW without having to make a deposit.

Rental Agencies in some countries may resist Your declining their CDW coverage. These Rental Agencies may try to encourage You to take their coverage or to provide a deposit. If You experience difficulty using Your Visa CLD Insurance coverage, please call 877-757-7971 (international toll free) or 416-649-6444 (local) and provide:

- › The name of the Rental Agency involved
- › The Rental Agency's address
- › The date of the rental
- › The name of the Rental Agency representative with whom You spoke, and Your rental contract number

The Rental Agency will then be contacted and acquainted with the Visa CLD Insurance coverage.

In certain locations, the law requires that rental agencies provide Collision Damage Coverage in the price of the vehicle rental. In these locations (and in Costa Rica or elsewhere where Cardholders may be required to accept CDW), the Visa CLD Insurance will provide coverage for any required deductible provided that all the procedures outlined in the certificate are followed and the Rental Agency's Deductible Waiver has been declined on the rental contract.

**You will not be compensated for any payment You may have made to obtain the Rental Agency's CDW.** Check the rental vehicle carefully for scratches or dents before and after You drive the vehicle. Be sure to point out where the scratches or dents are located to a Rental Agency representative.

If the vehicle has sustained damage of any kind, immediately phone one of the numbers provided and do not sign a blank sales draft to cover the damage and Loss of Use charges or, a sales draft with an estimated cost of repair and Loss of Use charges. The rental agent may make a claim on Your behalf to recover repair and Loss of Use charges by following the procedures outlined in the section **"In the Event of an Accident / Theft"**.

## GENERAL PROVISIONS

### ACCESS TO DOCUMENTS

The Insured Person, and any claimant under the insurance, may request a copy of the Policy, subject to certain restrictions.

### CANADIAN CURRENCY

All payment shall be payable in the lawful currency of Canada. All benefits limits indicated are in Canadian currency.

### SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits the Company from providing insurance, including, but not limited to, the payments of claims.

### PROTECTING CARDHOLDER'S PRIVACY

At Chubb, we are committed to protecting our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, our reinsurers and authorized administrators to access customer's entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and coordinating coverage with other insurers. For these purposes, we, our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information to third parties other than our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer, Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit [Chubb.com/ca](http://Chubb.com/ca)

### **COMPLAINTS PROCEDURES**

If an Insured Person has a complaint or inquiry about any aspect of this insurance coverage, please call toll-free 877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Insured Person is not satisfied with the resolution to their complaint or inquiry, the Insured Person may communicate their complaint or inquiry in writing to our complaints officer:

#### **Chubb Insurance Company of Canada**

199 Bay Street, suite 2500

P.O. Box 139 Commerce Court Postal Station

Toronto, ON M5L 1E2

Email: [complaintscanada@chubb.com](mailto:complaintscanada@chubb.com)

If the Insured Person is still not satisfied with the resolution to their complaint or inquiry, the Insured Person may communicate their complaint or inquiry to:

#### **General Insurance OmbudService**

Toll-free 877-225-0446

<https://www.giocanada.org/complaint-form/>

SPECIMEN



**LAURENTIAN  
BANK**

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