

# Insurance Certificate

## IMPORTANT INFORMATION – PLEASE READ CAREFULLY

This *certificate* covers losses arising from sudden and unforeseeable circumstances only. It is important that *you* read and understand *your* coverage limitations and exclusions outlined in this *certificate*.

**Your certificate** may not provide coverage for **medical conditions** and/or symptoms that existed before **your trip**. Check to see how this applies in the **certificate** and how it relates to **your departure date**, date of purchase or **effective date**.

You must notify Allianz Global Assistance through the Operations Centre prior to any medical treatment. Your benefits may be limited if you don't contact the Operations Centre at 1-800-661-9060 or collect at 519-741-0782 within the required time period. In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.

Should any event occur that would likely result in **you** submitting a claim for the Trip Cancellation, Trip Interruption, Trip Delay or Flight Delay benefits, **you** must contact the **Operations Centre** at 1-800-661-9060 or collect at 519-741-0782 within 48 hours of that event.

### REFER TO THE HOW TO FILE YOUR CLAIM SECTION FOR FULL DETAILS.

All accident and sickness benefits described in this certificate are underwritten by Allianz Global Risks US Insurance Company (Canadian Branch) ("Allianz") under Group Policy No. FC310000-B referred to as the "Policy" issued to BMO Bank of Montreal (the "Policyholder"). All other benefits are offered by Allianz to you under an individual policy of insurance.

# This certificate contains a provision removing or restricting the right of an insured person to designate persons to whom or for whose benefit insurance money is to be payable.

**You** may contact Allianz at the following address:

Allianz Global Risks US Insurance Company 130 Adelaide Street West, Suite 1600 Toronto, ON M5H 3P5 1-866-658-4247

Travel Insurance is provided by Allianz Global Risks US Insurance Company (Canadian Branch) ("Allianz"), and administered by Allianz Global Assistance, which is a registered business name of AZGA Service Canada Inc. BMO Bank of Montreal receives compensation from the *insurer* for the distribution of this insurance. The *insured person* and any claimant under this insurance may

request a copy of the of the *certificate*, the application, and any other written statements (if any) that have been provided to Allianz as evidence of insurability, subject to certain access limitations.

All benefits are subject, in every respect, to the terms of the *certificate*, as described in this *certificate*, which along with *your* application and *your Declaration of Coverage Letter* will form the entire agreement under which benefit payments are made.

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* call the *Operations Centre* to cancel within 10 days of *your* purchase date and if *you* have not already departed on a *trip* or have incurred a claim.

No person is eligible for coverage under more than one *certificate* providing insurance coverage similar to that provided in this *certificate*. In the event that any person is recorded by the *insurer* as an "insured person" under more than one such *certificate*, that person shall be deemed to be insured only under the *certificate* which provides that person the greatest amount of insurance coverage. Under no circumstance will a corporation, partnership or business entity be eligible for this insurance coverage. This *certificate* supersedes any *certificate* previously issued to *you*.

For more information contact Allianz Global Assistance.

From Canada and the U.S. call 1-800-661-9060. From elsewhere call collect 519-741-0782.

PLEASE READ THIS CERTIFICATE CAREFULLY BEFORE YOU TRAVEL

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# 1 Plan overview – summary of benefits

#### **Benefits**

- Trip length is subject to a maximum of 183 days (or 212 if you reside in British Columbia, Manitoba, Newfoundland, Nova Scotia or Ontario)
- Trip Interruption/Delay \$2,000 per insured person
- Trip Cancellation up to sum insured to an overall maximum of \$20,000 per certificate
- Flight Delay \$500 per trip
- Baggage/Personal Effects \$750 per insured person, to a max of \$2,000 per trip
- Trip Assistance

In order to add coverage, **you** must purchase the coverage by calling BMO Travel Insurance (Allianz Global Assistance **Operations Centre**) at 1-800-661-9060 or online at <a href="https://www.bmo.com/travelinsurance">www.bmo.com/travelinsurance</a>. Coverage cannot be purchased at the BMO branch.

Individual coverage and family coverage are available. Dependent children are automatically covered under the family coverage and is only available to parents who are under the age of 60.

#### Trip Protection Plan:

- provides coverage for unexpected trip interruption, trip cancellation, flight delay and baggage expenses on a single trip up to the maximum of 183 days (or 212 if you reside in British Columbia, Manitoba, Newfoundland Nova Scotia or Ontario)
- coverage is for the duration of a single trip

For full coverage details, applicable exclusions (including a pre-existing condition exclusion) and limitations, please refer to Section 8 – YOUR COVERAGE DETAILS.

In this *certificate*, certain terms have defined meanings. Defined terms are printed in bold italics throughout this document.

# 2 Defined terms you need to know

**Accident(al)** means a sudden, unexpected, unforeseeable, unavoidable external event and excludes disease or infections.

**Act of terrorism** means an act, including but not limited to hijacking, the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

Act of war means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of: war; invasion; acts of foreign enemies; hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents; civil war; rebellion; revolution; insurrection; civil commotion assuming the proportions of or amounting to an uprising; military or usurped power.

**Actual cash value** means the **insurer** will pay the lesser of:

- the actual purchase price of a similar item:
- the actual cash value of the item at the time of loss, which includes deduction for depreciation (for items without receipts, the insurance will pay up to 75% of the determined depreciated value); or
- the cost to repair or replace the item.

**Baggage** means luggage and personal possessions, whether owned, borrowed or rented, and taken by **you** on **your trip**.

**Certificate** means a summary of the benefits provided under the Group Policy issued to BMO Bank of Montreal covering **accident** and **sickness**, and the policy of insurance for all other benefits.

**Common carrier** means a licensed airline, bus, taxi (excluding rideshare, carshare, and peer-to-peer carshare programs), car service, train, cruise ship or government-operated ferry system offering its transportation services to paying passengers at published rates and scheduled times.

**Coverage period** means the time insurance is in effect, as indicated in the various sections of this **certificate**.

**Covered service** means a service or supply, specified herein, for which the **insurer** provides benefits under this insurance.

**Declaration of Coverage Letter** means the letter setting out the details of **your** coverage under the **certificate**.

**Departure date** means the date and time on which **you** depart from **your** province or territory of residence on **your trip** (using local time at **your** Canadian address).

**Dependent child** means an unmarried natural, adopted or stepchild of an **insured person** principally dependent on the **insured person** for maintenance and support who is:

- 20 years of age or under; or
- 25 years of age or under and a full-time student attending a recognized college or university; or
- 21 years of age or older and permanently mentally or physically challenged and incapable of self-support and became so while eligible as a dependent child.

#### **Effective date** means the following:

For Trip Cancellation Benefits (prior to departure), effective date means the later of:

- the date indicated as the application date on your Declaration of Coverage Letter; or
- the date you make the initial non-refundable payment for your trip.

For all other benefits, effective date means the later of:

- the date indicated on your Declaration of Coverage Letter: or
- the date you exit your province or territory of residence for your trip.

**Emergency** means a sudden, unforeseen **sickness** or **injury** occurring during a **trip**, which requires immediate intervention by a **physician** or legally licensed dentist and cannot reasonably be delayed. An emergency is deemed to no longer exist when medical evidence indicates that **you** are able to continue **your** trip or return to **your** place of ordinary residence in Canada.

**Essential items** means necessary clothing and/or toiletries purchased during the time period in which checked **baggage** has been delayed.

Expiry date means the earlier of:

- the date indicated as the expiry date on your Declaration of Coverage Letter; or
- the date and time you return to your province or territory of residence.

Family coverage means coverage is provided for the insured person, the insured person's spouse and dependent children.

Hospital means a facility incorporated or licensed as a hospital by the jurisdiction where such services are provided and which has accommodation for resident inpatients, a laboratory, a registered graduate nurse and physician always on duty and an operating room where surgical operations are performed by a physician. In no event shall this include a convalescent or nursing home, home for the aged, health spa, or an institution for the care of drug addicts, alcoholics or persons suffering from mental or emotional disorders.

Immediate family member means the insured person's spouse, child including adopted children and stepchildren, parent, sibling, legal guardian, parent-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

**Individual coverage** means coverage is provided for the **insured person** named in the **certificate**.

**Injury** means any bodily harm caused by an **accident** which results in a covered loss and which requires the immediate medical care or **treatment** of a **physician**.

**Inpatient** means a person who is treated as a registered bed patient in a **hospital** or other facility and for whom a room and board charge is made.

**Insured person** means the eligible person(s) named on the **Declaration of Coverage Letter** for whom the required insurance premium has been paid.

**Insurer** means Allianz Global Risks US Insurance Company (Canadian Branch).

**Medical condition** means any **sickness**, injury or symptom.

**Mountain climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabiners and lead or top-rope anchoring equipment.

**Operations Centre** means the Operations Centre maintained by Allianz Global Assistance.

**Personal effects** means property normally worn or designed to be carried on or by an **insured person** solely for private purposes and not used for business.

**Physician** means person other than **you**, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed, and who is not related to **you** by blood or marriage.

**Professional sport** means participation in, training for or practice in a sporting event for remuneration or financial gain.

**Quarantine** means mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, a **physician**, or the captain of a commercial vessel on which **you** are booked to travel during **your trip**, which is intended to stop the spread of a contagious disease to which **you** or a **travel companion** has been exposed.

**Reasonable and customary charges** means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or fee in the geographical area where the services are provided or costs are incurred for comparable **treatment**, services or supplies for a similar **sickness** or **injury**.

**Recurrence** means the appearance of symptoms caused by or related to a **medical condition**, which was previously diagnosed by a **physician** or for which **treatment** was previously received.

**Refunds** means cash, credit, or a voucher for future travel that **you** are eligible to receive from a travel supplier, or any credit, recovery, or reimbursement **you** are eligible to receive from **your** employer, another insurance company, or any other entity.

**Return date** means the date and time that **you** return to **your** province or territory of residence (using the local time at **your** Canadian address).

**Sanctions** means any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulations.

**Sickness** means any sudden illness or disease.

**Speed contest** means participation in an illegal/legal motorized race contest including training or practice for the same.

**Spouse** means the person who is legally married to **you**; or if there is no such person, the person who has been living with **you** in a conjugal relationship and who resides

in the same household as **you** and is publicly represented as **your** spouse. For the purposes of this insurance **you** may have only 1 spouse.

**Stable** means any **medical condition** or related condition (including any heart condition or any lung condition) for which:

- · there has been no new treatment; and
- there has been no change in treatment or change in treatment frequency or type; and
- there have been no signs or symptoms or new diagnosis; and
- there have been no test results showing deterioration; and
- there has been no hospitalization; and
- there has been no referral to a specialist (made or recommended) and you are not awaiting surgery or the results of investigations performed by any medical professional.

**Top up** means purchasing a higher insured maximum for **trip** cancellation coverage from the **insurer** to increase the insured amount for which the trip cancellation insurance applies.

**Travel companion** means any person who travels with the **insured person** during the **trip** and who is sharing transportation and/or accommodation with the **insured person**.

**Treatment** means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a **physician** including, but not limited to, prescribed medication, investigative testing or surgery. It does not include checkups or cases where **you** have no specific symptoms.

**Trip** means a period during which the **insured person** is travelling outside of their province or territory of residence and for which coverage is in effect.

You or Your means the insured person.

### 3 When coverage begins

Except as otherwise stated herein, coverage under this **certificate** begins when:

- the *insurer* receives and approves *your* application for insurance:
- full and complete payment is made of the required premium; and

the insurer issues a certificate number on a
 Declaration of Coverage Letter where you are named
 as an insured person, or you are a spouse or a
 dependent child of the named insured person.

## 4 When coverage ends

Coverage under this *certificate* ends on the earliest of:

- the date your trip is cancelled when cancelled prior to your departure date;
- your return date; or
- at 11:59 p.m. on the last date of coverage as shown on your Declaration of Coverage Letter except in the circumstances outlined under the Automatic Extension of Coverage heading.

#### How to extend coverage

**Your coverage period** can be extended prior to or after departure, provided no event has occurred that would give rise to a claim under this insurance and **your** request for an extension is received prior to **your** scheduled **return date**. **Your** total **trip** length including extensions cannot exceed the maximum of 183 days (212 days if **you** reside in British Columbia, Manitoba, Newfoundland, Nova Scotia or Ontario). To arrange for a **top up** call the **Operations Centre** at 1-800-661-9060 while in North America, or if elsewhere, call collect 519-741-0782. Premium payment must be charged to a valid credit card issued by a financial institution.

**NOTE:** Period of coverage will vary according to the specific benefit as described under "Coverage Period" within each benefit.

# 5 How your premium is calculated

Premiums are calculated based on the type of coverage selected. Criteria that may be used in the calculation include *trip* duration, number of *insured persons*, cost of the *trip* and taxes in the province or territory of residence (if applicable). The required premium is due and payable at the time of purchase and will be determined according to the schedule of premium rates then in effect, which is subject to change from time to time in accordance with the terms of this *certificate*.

# 6 Your right to obtain a refund

#### Your right to examine

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* call the *Operations Centre* to cancel within 10 days of *your* purchase date and if *you* have not already departed on a *trip* or have incurred a claim.

#### Your right to obtain a refund

**You** may call the **Operations Centre** to request a refund of premium only if **your trip** is cancelled prior to **your departure date** and:

- you cancel your trip before any cancellation penalties are chargeable for your trip; or
- the travel supplier (airline, tour operator, etc.) cancels your trip and all penalties are waived; or
- the travel supplier (airline, tour operator, etc.) changes the travel dates and you are not able to travel on these dates and all penalties have been waived

# 7 Are you eligible for this coverage?

**You** are eligible for coverage if **you** meet all of the following conditions:

- you are a resident of Canada;
- you are a BMO Financial Group customer;
- you purchase the Trip Protection plan prior to your departure date; and
- you have paid the applicable premium for the full duration of your trip.

**IMPORTANT:** Failure to meet any of the above eligibility requirements applicable to the insurance **you** have purchased will void **your** coverage under this **certificate**.

### 8 Your coverage details

#### 8.1 Trip assistance

#### 8.1.1 Travel assistance services

#### **Coverage benefits**

- Emergency Cash Transfer When you are travelling away from home, the Operations Centre will help you to obtain an emergency cash transfer. Funds for such transfer will be your responsibility.
- Lost Document and Ticket Replacement The
   Operations Centre will help you replace lost or stolen
   travel documents. The cost of obtaining replacement
   documents will be your responsibility.
- Lost Luggage Assistance The Operations
   Centre will help you locate or replace lost or stolen
   luggage and personal effects. The cost of obtaining
   replacement luggage and personal effects will be
   your responsibility.
- Pre-trip Information You can call the Operations Centre to obtain information regarding passport and visa regulations and vaccination and inoculation requirements for the country to which you are travelling.

#### 8.1.2 Legal assistance services

#### Coverage benefits

If while travelling **you** require legal assistance, **you** can call the **Operations Centre** for referral to a local legal advisor and/or for assistance in making the arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000. Payment of the legal fees incurred and the posting of bail will be **your** responsibility.

#### 8.2 Trip protection

# 8.2.1 Trip cancellation benefits (prior to departure)

#### Coverage period

Under this benefit, coverage begins on **your effective date** and ends on **your departure date**.

#### Coverage benefits

**You** will be reimbursed for the prepaid portion of **your trip** which is non-refundable and non-transferable to another travel date up to:

 the sum insured, less any available refunds, to an overall maximum of \$20,000 per certificate.

**Top Up** for Trip Cancellation is available subject to additional premium, by calling Allianz Global Assistance **Operations Centre** at 1-800-661-9060.

**IMPORTANT:** Failure to notify **your** travel provider and the **Operations Centre** within 48 hours of a claim event may reduce the amount payable.

Trip Cancellation benefits are payable if **you** cancel an insured **trip** when a covered event listed below occurs during the **coverage period**:

- The unexpected death, sickness, injury, or quarantine of you, your immediate family member, your travel companion or your travel companion's immediate family member. Sickness and injury must require the care and attendance of a physician and the physician must recommend in writing cancellation of your trip.
- The unexpected death, sickness or injury of a caregiver with whom you have contracted to care for a dependent in your absence. Sickness and injury must require the care and attendance of a physician and the physician must then recommend in writing cancellation of your trip.
- Complications of your, or your travel companion's pregnancy within the first 28 weeks of pregnancy or complications following the normal full term birth of a child.
- Side effects and/or adverse reactions to vaccinations required for your trip.
- Hospitalization or death of the host at **your** principal destination.
- 6. Cancellation of a planned business meeting due to death or hospitalization of the person with whom the *insured person* is to meet, or cancellation of a conference (for which the *insured person* has paid registration fees) due to circumstances beyond the control of the *insured person* or their employer. Benefits are only payable to *insured person(s)* who are attending the meeting. Proof of registration will be required in the event of a claim.

- You, or your travel companion, are selected for jury duty or subpoenaed to appear as a witness in court when the date of the hearing conflicts with the trip.
- A disaster renders your, or your travel companion's, principal residence uninhabitable or your, or your travel companion's, place of business unusable.
- A transfer by **your** employer necessitates a change of **your** permanent residence.
- A call to service of the *insured person(s)* by the Canadian Government with respect to reservists, military, police or fire personnel.
- 11. Refusal of your, or your travel companion's, visa application for the destination country provided that documentation shows you are eligible to apply, that refusal is not due to late application, and that the application is not a subsequent attempt for a visa that had been previously refused.
- Involuntary loss of your principal employment provided a letter of termination or official notice of layoff is produced and provided you had no knowledge of this loss at the time of trip payment.
- 13. The Canadian government issues a travel advisory, after your effective date, to avoid non-essential travel or to avoid all travel to your ticketed destination, for a period that includes your scheduled trip. This includes written warnings to avoid non-essential travel, or to avoid all travel, on a common carrier.
- Default when a contracted travel supplier stops all service completely as a result of bankruptcy or insolvency.
- 15. As a result of the delay of a connecting vehicle, you miss the scheduled departure as ticketed due to: inclement weather; mechanical failure or accident of a common carrier; a traffic accident; or an emergency police-directed road closure. Such delay due to traffic accident or emergency police-directed road closure must be substantiated by an official police report. All such missed connections are subject to the connecting vehicle arriving at the point of departure not less than 2 hours prior to scheduled departure time. In the event of a missed connection this insurance covers the entire trip, up to the coverage limits, as originally ticketed or the cost of a one-way economy fare via the most cost-effective route, to catch up to the tour.

16. Weather conditions delay *your* connecting scheduled carrier for 30% or more of the total duration of the *trip* and *you* elect not to continue with the *trip*.

#### NOTE:

Should **you** have to cancel a **trip** before **your** scheduled **departure date**, **you** must cancel **your trip** with the travel provider and notify the **Operations Centre** within 48 hours of the event that caused **you** to cancel **your trip**.

# 8.2.2 Trip interruption/trip delay benefits (post departure)

#### Coverage period

Under this benefit, coverage begins on **your departure date** and ends on **your return date**.

#### **Coverage benefits**

**You** will be reimbursed for the extra cost of a oneway economy airfare to **your** departure point or to the destination point and any unused non-refundable land arrangements up to a maximum of \$2,000, less any available **refunds**, per **insured person**. Trip interruption or trip delay benefits are payable when a covered event listed below occurs before **your** scheduled **return date**:

- The unexpected death, sickness, injury or quarantine of you, your immediate family member, your travel companion or your travel companion's immediate family member. Sickness and injury must require the care and attendance of a physician and the physician recommend in writing that you interrupt or delay your trip.
- The unexpected death, sickness or injury of a caregiver with whom you have contracted to care for a dependent in your absence. Sickness and injury must require the care and attendance of a physician and the physician must then recommend in writing that you interrupt or delay your trip.
- Complications of your, or your travel companion's, pregnancy within the first 28 weeks of pregnancy or complications following the normal full term birth of a child.
- Side effects and/or adverse reactions to vaccinations required for your trip.
- Hospitalization or death of the host at **your** principal destination.

- 6. Cancellation of a planned business meeting due to death or hospitalization of the person with whom the *insured person* is to meet, or cancellation of a conference (for which the *insured person* has paid registration fees) due to circumstances beyond the control of the *insured person* or their employer. Benefits are only payable to *insured person(s)* who are attending the meeting. Proof of registration will be required in the event of a claim.
- You, or your travel companion, are selected for jury duty or subpoenaed to appear as a witness in court when the date of the hearing conflicts with the trip.
- A call to service of the *insured person(s)* by the Canadian Government with respect to reservists, military, police or fire personnel.
- A disaster renders your, or your travel companion's, principal residence uninhabitable or your, or your travel companion's, place of business unusable.
- Weather conditions delay your connecting scheduled carrier for 30% or more of the total duration of your trip and you elect not to continue with your trip.
- 11. Hijacking of **your common carrier** while en route to **your** scheduled destination point.
- 12. The Canadian government issues a travel advisory, after you depart on your trip, to avoid non-essential travel or to avoid all travel to your ticketed destination, for a period that includes your scheduled trip. This includes written warnings to avoid non-essential travel, or to avoid all travel, on a common carrier.
- 13. You, or your travel companion, are denied boarding based on a suspicion that you or your travel companion have a contagious medical condition (this does not include your or your travel companion's refusal or failure to comply with rules and requirements to travel or of entry to your or your travel companion's destination).

If for one of the reasons listed above **you** must interrupt an insured **trip** already commenced or if **you** must delay **your** return beyond the scheduled **return date**, **your** expenses will be reimbursed up to a maximum of \$2,000, less any available **retunds**, per **insured person** for:

 the extra cost to change your return ticket to a one-way economy fare via the most cost-effective route, by regular scheduled transportation back to your departure point; or

- if your existing ticket cannot be changed, the cost of a one-way economy fare by regular scheduled transportation to the departure point; and
  - a. the non-refundable and non-transferable portion of any unused prepaid travel arrangements if your insured trip is interrupted; and
  - b. if your travel companion's trip is interrupted for any of the reasons stated under the trip interruption/trip delay benefits, you will be reimbursed for the cost incurred to adjust your prepaid accommodations to a single supplement.
- if you must delay the return portion of your insured trip beyond the scheduled return date as the result of a an emergency, the insurer will also pay the necessary and reasonable costs of commercial accommodation and meals up to \$150 a day, per insured person.

Expenses will be reimbursed when **you** provide, at the **insurer**'s request, any of the following when applicable:

- a statement completed by the attending *physician* in attendance where the *sickness* or injury occurred, stating the diagnosis and the complete reason for the necessity of *your trip* interruption or delay (if applicable);
- documentary evidence of the emergency situation which caused the interruption or delay;
- any tickets or receipts for any extra transportation costs incurred.

#### NOTE:

Should **you** have to delay or change **your** scheduled **return date**, **you** must notify the **Operations Centre** within 48 hours of the event forcing **your** delay, to enable the **Operations Centre** to assist **you** in making alternative travel arrangements. Failure to notify the **Operations Centre** within 48 hours may reduce the amount payable.

Please see section 8.3 for applicable exclusions and limitations.

#### 8.2.3 Flight delay benefits

#### Coverage period

Under this benefit, coverage begins at the time of **your** scheduled **departure date** and ends on **your return date**.

#### Coverage benefits

Flight Delay benefits are payable in the event of a delay of more than 6 hours in the arrival or departure

of **your** regularly scheduled airline flight. **You** will be reimbursed up to \$500 per **trip** for reasonable, additional accommodation and travelling expenses. Expenses must be incurred by **you** as a result of the delay. **You** will be required to submit original, itemized receipts for any expense that **you** incur in this regard. Prepaid expenses are not covered.

Please see section 8.3 for applicable exclusions and limitations.

# 8.2.4 Baggage and personal effects benefits

#### Coverage period

Under this benefit, coverage begins on **your departure date** and ends on **your return date**.

#### **Coverage benefits**

This **baggage** and **personal effects** insurance covers the **actual cash value** of **baggage** and **personal effects** up to a total loss of \$750 per **insured person** up to a maximum amount of \$2,000 per **trip** for:

- Loss or damage of baggage and/or personal effects worn or used by you when accompanying you during the trip. Coverage is limited to \$500 per item.
- Theft, burglary, fire or transportation hazards to baggage and/or personal effects worn or used by you during the trip. Coverage is limited to \$500 per item.
- Loss or damage to camera equipment during the *trip*.
   Camera equipment is collectively considered one item.
   Coverage is limited to \$500 per item.
- Loss or damage to jewelry during the *trip*. Jewelry is collectively considered one item. Coverage is limited to \$500 per item.
- 5. Up to \$200 will be reimbursed for the purchase of essential items as a result of your checked baggage being delayed by the carrier for 12 hours or more, during the trip en route to your destination and before returning to your original point of departure. Proof of delay of checked baggage from the common carrier along with receipts of purchases must accompany your claim. Purchases must be made within 36 hours of your arrival at your destination. The costs of items purchased under this benefit will reduce the maximum amount payable under the baggage and personal effects benefit, if it is later determined that your personal baggage has been lost, stolen or damaged.

#### Additional conditions specific to baggage and personal effects benefits

- In the event of loss of an article which is part of a pair
  or set, the measure of loss shall be at a reasonable
  and fair proportion of the total value of the pair or set,
  giving consideration to the importance of such article
  and with the understanding that such loss shall not be
  construed to mean total loss of the pair or set.
- The insurer shall not be liable beyond the actual cash value of the property at the time any loss occurs. The insurer reserves the right to repair or replace any damaged or lost property with property of like quality and value, and to require submission of property for appraisal of damage.

# 8.2.5 Exclusions for baggage and personal effects benefits

In addition to all applicable exclusions and limitations in Section 8.4, this insurance does not cover, provide services for or pay claims resulting from:

- 1. Loss caused by normal wear and tear, gradual deterioration, insects, or vermin.
- Animals; automobiles (including equipment and contents), trailers, motorcycles, bicycles, boats, motors, other vehicles or their accessories; souvenirs; fragile or collectible items; consumable or perishable goods; household effects and furnishings; contact lenses, non-prescription sunglasses; artificial teeth and prostheses, medical equipment and appliances; money, securities; tickets, documents; any property pertaining to a business, profession or occupation; personal computers, tablet computers, software; or cellular phones.
- Loss or damage to jewelry, gems, watches and furs or garments trimmed with fur and camera equipment while in the custody of an airline or common carrier.
- Loss of covered and non-covered items sustained due to any process or while being worked upon; confiscation by any government authority; act of war (declared or undeclared); contraband or illegal transportation or trade.
- Loss incurred while **you** are performing a negligent act(s) or criminal act(s).
- 6. Items specifically or otherwise insured.

Please see 8.3 for additional applicable exclusions and limitations.

# 8.3 General exclusions and limitations

The insurance does not cover, provide services for or pay claims resulting from:

Pre-Existing Conditions as described in your
 Declaration of Coverage Letter and will be one or more of the following:

PRE-EXISTING CONDITION EXCLUSION #1

Where the medical condition was stable for at least 90 days before your coverage period began.

This insurance will not pay for expenses incurred during the **coverage period** related to:

- treatment, recurrence, or medically recognized complication relating directly or indirectly to a medical condition for which you consulted, investigated, were diagnosed or for which treatment was taken by you during the 90 day period immediately before your coverage period began; and
- the treatment of, or relating to, a medical condition which exhibited any symptom during the 90 day period immediately before your coverage period began for which a reasonable person would have made enquiries regarding their medical condition, regardless of whether or not such enquiries were made.

**NOTE:** This exclusion does not apply to a *medical condition* controlled by the consistent use of medication(s) taken as prescribed by a *physician* provided that during the 90 day period before *your coverage period* began there has been no change in any medication(s) and no other *treatment* has been taken or recommended. A new medication or an alteration in usage or dosage of a medication constitutes a change in medication.

PRE-EXISTING CONDITION EXCLUSION #2

Where the medical condition was stable for at least 180 days before your coverage period began.

This insurance will not pay for expenses incurred during the *coverage period* related to:

- recatment, recurrence, or medically recognized complication related directly or indirectly to a medical condition for which you consulted, investigated, were diagnosed or for which treatment was taken by you during the 180 day period immediately before your coverage period began; and
- the treatment of, or relating to, a medical condition, for which a person exhibited any symptom during the 180 day period immediately before your coverage period began for which a reasonable person would have made enquiries regarding their medical condition, regardless of whether or not such enquiries were made.

**NOTE:** This exclusion does not apply to a *medical condition* controlled by the consistent use of medication(s) taken as prescribed by a *physician* provided that during the 180 day period before *your coverage period* began there has been no change in any medication(s) and no other *treatment* has been taken or recommended. A new medication or an alteration in usage or dosage of a medication constitutes a change in medication.

PRE-EXISTING CONDITION EXCLUSION #3

Where the medical condition was present 180 days before your coverage period began.

Regardless of whether the *medical* condition has been stable or has not been stable, this insurance will not pay for expenses incurred during the coverage period related to:

- treatment, recurrence, or medically recognized complication relating directly or indirectly to a medical condition for which you consulted, investigated, were diagnosed or for which treatment was sought, taken by you during the 180 day period immediately before your coverage period began.
- Any reason, circumstance, event or medical condition which on your effective date, could reasonably have been expected to prevent you from travelling as booked (applies to Trip Cancellation Benefits only).
- Any reason, circumstance, event or medical condition which prior to your departure date, might reasonably have been expected to necessitate your immediate

- return or delayed return (applies to Trip Interruption/ Trip Delay Benefits only).
- Pregnancy, miscarriage, childbirth or complications of any of these conditions occurring within 9 weeks of the expected date of birth.
- Riot or civil disorder; committing or attempting to commit a criminal offence.
- 6. Intentional self-injury, suicide or attempted suicide.
- Abuse of any medication or non-compliance with prescribed medical *treatment* or therapy.
- 8. Mental, nervous or emotional disorders.
- Any injury or accident occurring while the insured person is under the influence of illicit drugs or alcohol (where the concentration of alcohol in the insured person's blood exceeds 80 milligrams of alcohol in 100 millilitres of blood or when the insured person illustrates a visible impairment due to alcohol or illicit drugs) and any chronic illness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.
- The insured person voluntarily and knowingly exposing himself/herself to risk from: an act of war whether declared or undeclared; rebellion; revolution; hijacking or an act of terrorism; and any service in the armed forces.
- 11. Participation in professional sports; any speed contest; SCUBA diving, unless the insured person holds a basic SCUBA designation from a certified school or other licensing body; hang-gliding; sky diving; parachuting; bungee jumping; parasailing; spelunking; mountain climbing; rock climbing; or a flight accident, except as a passenger in a commercially licensed airline.
- 12. Nuclear reaction or radiation.
- 13. Radioactive, biological or chemical contamination.
- 14. Seepage, pollution or contamination.
- Any trip commenced or continued against the advice of the insured person's physician.
- 16. Failure of any travel supplier from whom you contract for services if this supplier is, at the time of booking, in bankruptcy, insolvency or receivership; or in the case of U.S. Air Carriers, under Chapter 11 in the U.S. Bankruptcy Code. No protection is provided for failure of travel agent, agency or broker.
- 17. Non-presentation of required travel documents, i.e., visa, passport, inoculation/vaccination reports.

- The death or serious and/or terminal illness of a person when the purpose of the *trip* is to provide support and physical care for that person.
- 19. Your travel to a country, region or city with a published formal travel advisory issued by the Canadian government, before your effective date, advising travellers to avoid all travel, or to avoid non-essential travel, and you have an emergency or medical condition related to the travel warning, your claim will not be paid. This includes written warnings to avoid non-essential travel, or to avoid all travel, on a common carrier. To view the advisories, visit the Government of Canada Travel site. Please be advised that events in such locations could restrict our ability to assist you.
- Your travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.
- 21. Cyber risk.

Cyber Risk means any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:

- \* Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system;
- \* Any error or omission involving access to, or the processing, use, or operation of any computer system;
- \* Any partial or total unavailability or failure to access, process, use, or operate any computer system; or
- \* Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Computer System means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility

### 9 Conditions

- Due Diligence: The *insured person* shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
- You must repay to the insurer amounts paid or authorized for payment on your behalf if the insurer later determines the amount is not payable under this insurance.
- 3. You, or someone acting on your behalf, must give written notice of a claim to the Operations Centre not later than 30 days from the date the claim arises. The Operations Centre must be provided by you or someone acting on your behalf with satisfactory proof of loss no later than 90 days from the date the claim arises.
- 4. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date of the event for which benefits are being claimed. Failure to provide the requested documentation to substantiate your claim under this certificate will invalidate your claim.
- 5. You agree to cooperate fully with the insurer, and as a condition precedent to the payment of benefits, the Operations Centre reserves the right to obtain all pertinent records or information from any physician, dentist, practitioner, hospital, clinic, insurer, individual or institution to assess the validity of a claim submitted by or on behalf of any insured person. Failure to provide the requested documentation to substantiate your claim under this certificate will invalidate your claim.
- Physical Examination: The *Operations Centre* has the right to investigate the circumstances of loss and to require a medical examination; and in the event of death to require an autopsy if not prohibited by law.

### 10 General provisions

- All amounts stated in the *certificate* are in Canadian currency unless otherwise indicated. This insurance does not reimburse interest charges. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.
- Payment of Benefits: Benefits payable under this certificate will be paid within 60 days of receipt of satisfactory proof of loss. Payment made in good faith will discharge the insurer to the extent of this claim.
- False Claim: If an *insured person* makes any claim knowing it to be false or fraudulent in any respect, coverage under this *certificate* shall cease and there shall be no payment of any claim made under this *certificate*.
- 4. In the event of a payment under this certificate, the insurer has the right to proceed in the name of any insured person against third parties who may be responsible for giving rise to a claim under this insurance. The insurer has full rights of subrogation. The insured person will execute and deliver such documents, and fully cooperate with the insurer, so as to allow the insurer to fully assert the right to subrogation. The insured person will not do anything after the loss to prejudice such rights.
- 5. Legal Action: Every action or proceeding against an *insurer* for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance* Act (for actions or proceedings governed by the laws of Alberta and British Columbia). The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), The Limitations Act (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Ouebec, the prescriptive period is set out in the Quebec Civil Code. In addition you, **vour** heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Certificate of Insurance was issued and at a venue the *insurer* and/or Allianz Global Assistance choose.

- 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*.
- The benefits, terms and conditions of this certificate shall be governed by the insurance laws of the province or territory in Canada where the insured person normally resides.
- 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.
- The *certificate* does not provide any cover for any business or activity to the extent that such cover would violate any applicable national economic or trade *sanction* law or regulations.
- 10. From time to time the *insurer* and the policyholder may agree to make changes to the benefits or premiums through an amendment to the *certificate*. The amendment is not valid unless both the *insurer* and the policyholder approve it. *You* will be given prior written notice of any changes in the *certificate*. The *insurer* will send this notification to *you* at *your* address as it appears on the *insurer* records.
- 11. Statutory Conditions: Despite any other provision contained in the contract, this contract is subject to the statutory conditions in *The Insurance Act* respecting contracts of accident insurance. For Québec residents, notwithstanding any other provision, this contract is subject to the mandatory provisions of the *Civil Code of Québec* respecting contracts of accident insurance.

## 11 How to file your claim

Please contact the *Operations Centre* at 1-800-661-9060 or 519-741-0782 or visit www.allianzassistanceclaims. ca to obtain a claim form. This insurance will not pay for any interest.

As a condition to the payment of benefits under this insurance, the *Operations Centre* will need certain information from *you* if *you* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

#### 1. General Documentation

a. Receipts and itemized bills for all expenses.

 Original of all refunds or expense allowances received from *your* tour operator, travel agency, common carrier or other entity.

## 2. Trip Cancellation, Trip Interruption/Trip Delay Benefits

- a. Any appropriate documentation that officially explains the cause of *your* trip cancellation, delay or interruption.
- b. The report of *your* physical examination (if applicable), and any explanation of diagnosis along with original itemized bills, receipts, and proof of other insurance payments.
- c. Certified death certificate in the event of a death.
- d. Original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the trip cancellation, delay or interruption.
- e. Documentation of refunds received from the travel supplier(s) and/or common carrier(s).
- f. Copy of the supplier's literature that describes penalties.
- g. A letter from the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the *trip* costs.

#### 3. Flight Delay Benefits

- Original police, common carrier or other report that verifies the cause and duration of the delay.
- b. Original, itemized receipts.

#### 4. Baggage and Personal Effects Benefits

- a. Original claim determination from the **common carrier**, if applicable.
- b. Original police report or other report of local authorities.
- original receipts and list of stolen, lost or damaged items.
- d. Statement of loss providing amount of loss, date, time and cause of loss.

# 12 Protecting your personal information

Protecting **your** personal information is a top priority. This Privacy Notice explains how and what types of personal data will be collected, why it is collected and to whom it is shared or disclosed. PLEASE READ THIS NOTICE CAREFULLY.

Allianz Global Risks US Insurance Company (Canadian Branch) (the"insurer") and the insurer's insurance administrator, Allianz Global Assistance, and the group policyholder, and the insurer's agents, representatives and reinsurers (for the purpose of this Privacy Notice collectively "we" "us" and "our") require *your* personal information.

#### Personal Information we collect

We will collect **your** personal information including but not limited to:

- · Surname, First name
- Address
- · Date of Birth
- Telephone numbers
- Email addresses
- · Credit/debit card and bank account information
- Sensitive personal information such as: Medical information relating to your health status, excluding genetic test results.

## How will we obtain and use your personal information?

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- · To identify and communicate with you
- To consider any application for insurance
- If approved, to issue a Policy or Certificate of Insurance
- · To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses
- To adjudicate claims and to determine eligibility for insurance benefits

- · To provide assistance services
- · For fraud prevention and debt collection purposes
- · As required or permitted by law

We reserve our right to collect personal information, necessary for insurance purposes, from the following individuals:

- Individuals who apply for insurance products
- · Certificate holder and/or Policyholders
- · Insureds and/or Claimants
- Family Members, spouses, or as a last resort friends or travelling companions of a Certificate or Policyholder, Insured or Claimant, in cases where the proper individual is unable, for medical or other reasons, to communicate directly with us.

### Who will have access to your personal information?

We disclose information for insurance purposes, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends/travelling companions of the Certificate holder or Policyholder, Insured or Claimant and agencies. We may also use and disclose information from our existing files for insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file. Upon vour request and authorization, we may also disclose this information to other persons. From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the "optional purposes"). In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

## What are your rights in respect of your personal data?

When permitted by applicable law and regulations **you** have the right to:

- Access your personal data held about you
- Withdraw consent at any time where your personal data is processed
- Update or correct your personal information so that it is always accurate

- Delete your personal information from our records, if it is no longer needed for the purposes indicated above
- File a complaint with us and/or relevant data protection authority

**You** may exercise these rights by contacting the Privacy Officer at privacy@allianz-assistance.ca

#### How long do we keep your personal data?

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at <a href="mailto:privacy@allianz-assistance.ca">privacy@allianz-assistance.ca</a> or by writing to:

Privacy Officer Allianz Global Assistance 700 Jamieson Parkway Cambridge, ON N3C 4N6

#### How can you contact us?

For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at privacy@allianz-assistance.ca.

For a complete copy of our Privacy Policy www.allianz-assistance.ca.

#### Contact information

ALLIANZ GLOBAL ASSISTANCE

Please contact Allianz Global Assistance with any questions or claims.

Toll-free: 1-877-704-0341 (In Canada & U.S.)

#### How often do we update this privacy notice?

We regularly review this Privacy Notice. We will ensure the most recent version is available on our website, www.allianz-assistance.ca.



BMO Travel Insurance Coverage (Allianz Global Assistance Operations Centre) **1-800 661-9060** Learn more **bmo.com/travelcoverage** 

## BMO Bank of Montreal

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