

# Insurance Certificate 713706-1

### Certificate of Insurance Summary of Insurance Coverage

Accidental
Death and
Dismemberment
Aboard a
Common Carrier

Up to \$250,000 for death or *loss* or *loss of use* of *limbs* resulting from an *accident* on board of a *common carrier* during a *trip* 

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

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

Travel insurance provided with your National Bank of Canada Business Mastercard® credit card

### **Certificate of Insurance**

Information on Insurance Product and Parties

#### Name of insurance product:

Travel insurance for National Bank of Canada Mastercard credit cards, group insurance policy no. 713706 (Schedule A Certificate number 1) / 713706-1.

#### Type of insurance product:

Travel insurance (group insurance)

Assistance provider contact information (mandated by the insurer to assist with claims and provide consulting services)	CanAssistance Inc. 550 Sherbrooke Street West Suite B-9 Montreal, Quebec H3A 3S3 Canada and the US: 1-888-235-2645 Elsewhere in the world: 514-286-8345 (call collect)
Insurer contact information (except residents of Alberta)	National Bank Life Insurance Company 800 Saint-Jacques Street Suite 16701 Montreal, Quebec H3C 1A3 Montreal: 514-871-7500 Toll-free: 1-877-871-7500 Fax: 514-394-6992 nbc-insurance.ca insurance@nbc.ca
Insurer contact information (residents of Alberta)	Canassurance, Insurance Company 550 Sherbrooke Street West Suite B-9 Montreal, Quebec H3A 3S3 Montreal: 514-286-7686 Toll-free: 1-877-986-7681 Fax: 1-866-286-8358 qc.croixbleue.ca
Policyholder and distributor contact information	National Bank of Canada 800 Saint-Jacques Street Montreal, Quebec H3C 1A3

The Distribution Guide can be found on National Bank of Canada's website: nbc.ca

Montreal: **514-394-5555**Toll-free: **1-888-483-5628** 

### IMPORTANT CAREFULLY READ THE FOLLOWING

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

This certificate contains clauses which may limit the claimable amount when a claim is filed.

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

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

CAREFULLY READ THIS CERTIFICATE
UPON RECEPTION

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#### Travel Insurance

#### Definitions and Introduction

#### Rules of Interpretation:

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

#### a) Definitions

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

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

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

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

Assistance provider: Any company mandated by the *insurer* to assist with claims.

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

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

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

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

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

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

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

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

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

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

The following facilities are not considered hospitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### b) Introduction

This certificate describes the insurance coverage provided with your *card*.

Keep this certificate in a safe place for future reference.

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

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

#### 2. Description of Travel Insurance Product

#### a) Type and duration of coverage

The *Travel Insurance* provided with your *card* **at no extra requirement or cost** includes the following type of coverage:

✓ Accidental
Death and
Dismemberment
Aboard a
Common Carrier

In the event of death or loss of, or loss of use of a limb resulting from an accident on board a common carrier during a trip

#### Termination of coverage

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

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

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

Carefully read the information about each type of coverage below.

#### b) General Warning

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

#### **Multiple Coverage**

The *Travel Insurance* cannot be used to reduce the liability of any person or party<sup>1</sup> implicated in the event giving rise to a claim.

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

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

## 3. Accidental Death and Dismemberment Aboard a Common Carrier

#### a) Special Terms and Conditions

#### **Insured Persons**

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

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

#### Coverage and Benefits

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

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

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

#### Hospitalization Benefit

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

Hospitalization days are only covered within 365 days of the accident.

#### Coverage Period

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

#### Disappearance of Insured

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

#### Recipient of Benefits

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

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

- (i) Circumstances under which no benefit is payable: No benefit is payable if the event that leads to the claim is directly or indirectly related to:
- 1) suicide, attempted suicide or self-inflicted injury, regardless of the mental state of the *insured*
- 2) war (declared or undeclared), invasion, hostilities between nations, civil war, rebellion, insurrection, coup or act of terrorism
- 3) a criminal act, an attempted criminal act or participation in a criminal act
- 4) injury sustained by the *insured* riding in a *common* carrier in a capacity other than as passenger
- 5) injury sustained while riding in a common carrier that wasn't itself involved in an accident

#### (ii) Limitation:

The total benefits paid by the *insurer* to an *insured* for a single *accident*, in one or more payments, cannot exceed \$250,000. The total benefits paid by the *insurer* for a single *accident* cannot exceed \$10,000,000 for all *insureds*.

Benefits paid to *insureds* will be proportionately reduced to these maximum amounts.

#### c) Filing a Claim

Step 1	Call CanAssistance Inc. <b>1-888-235-2645</b> to report the event covered by the insurance.
Step 2	Fill out the claim form that you will receive from the assistance provider and return it to the insurer within 45 days of the event, unless it is not reasonably possible to do so.
Step 3	<ul> <li>Submit the required documents:</li> <li>police report, if required</li> <li>written confirmation of the event from the common carrier</li> <li>any other proof required by the insurer to confirm the circumstances surrounding the accident and resulting injuries</li> </ul>
	If it accepts the claim, the <i>insurer</i> will pay within 60 days of receiving all the documents requested by the <i>insurer</i> in support of the claim.  If the <i>insurer</i> rejects the claim, it will notify the <i>cardholder</i> within 60 days of receiving all documents requested by the <i>insurer</i> in support of the claim.

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

#### 4. General Terms and Conditions

#### I Currency

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

#### **II** Interest

Benefits paid under the terms of the group *Travel Insurance* policy do not earn interest.

#### III Fraud or attempted fraud

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

#### **IV** Subrogation

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

#### V Changes to the certificate

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

#### VI Complaints and appeals

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

#### Residents of provinces and territories except Alberta:

### National Bank Life Insurance Company

800 Saint-Jacques Street, Suite 16701 Montreal. Ouebec H3C 1A3

Tel.: 1-877-871-7500

#### Residents of Alberta:

#### Canassurance, Insurance Company

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

Tel.: 1-877-986-7681

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

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

#### Residents of Quebec:

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

## Residents of all provinces and territories except Quebec:

Contact:

The OmbudService for Life & Health Insurance (OLHI)

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

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

In Toronto: 416-777-9002

Website: olhi.ca

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

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

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

#### For residents of Ontario:

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

#### For residents of Quebec:

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

#### For residents of other provinces:

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

#### VIII Copy of the Travel Insurance policy

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

#### IX Access to personal information

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

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

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

#### Autorité des marchés financiers contact information

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

#### Autorité des marchés financiers

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

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

Elsewhere in Quebec: **1-877-525-0337** 

Fax: **418-525-9512** 

Website: lautorite.qc.ca



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

1-844-394-4494

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