



NATIONAL
BANK

Insurance
Certificate
713706-4

—

Certificate of Insurance

Summary of Insurance Coverage

Vehicle Rental	Coverage of damages resulting from an <i>accident</i> , fire, theft or vandalism for rentals of 31 days or less, up to \$65,000 Personal effects coverage up to \$1,000 Up to \$300,000 for death or <i>loss of limbs</i>
Accidental Death and Dismemberment Aboard a <i>Common Carrier</i>	Up to \$250,000 for death or <i>loss of</i> , or <i>loss of use of limbs</i> resulting from a <i>common carrier accident</i> during a <i>trip</i>

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
Commercial 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 4) / 713706-4.

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)

<p>Insurer contact information (except residents of Alberta)</p>	<p>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</p>
<p>Insurer contact information (residents of Alberta)</p>	<p>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</p>
<p>Policyholder and distributor contact information</p>	<p>National Bank of Canada 800 Saint-Jacques Street Montreal, Quebec H3C 1A3 Montreal: 514-394-5555 Toll-free: 1-888-835-6281</p>

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

**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 amount payable.

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

1. Definitions and Introduction

Rules of Interpretation:

1. **Provinces:** Provinces include Territories.
2. **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 Commercial 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 1st, 2017, for the *Travel Insurance* product and the Distributor of the product.

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*. For virtual *cards*, *cards* issued to a department or associated to a vehicle and, generally speaking, for any *card* not issued to a natural person, the *cardholder* is any natural person residing in Canada who is an employee of the *company* and to the benefit of whom a vehicle rental was made or a *trip* was purchased using the *card*.

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

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

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

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

Eligible vehicle (definition used for vehicle rental coverage):

A rented vehicle meeting all of the following conditions:

- › the vehicle must be rented from a commercial rental agency (traditional rental agency or commercial carsharing service)
- › the vehicle must be rented by the *cardholder*
- › the entire cost of the rental must be charged to the *account* or paid for with rewards points earned with the *card*
- › the rental period cannot exceed 48 consecutive days (even if the rental consists of multiple successive contracts). Rental periods must be separated by at least one full day to be considered non-consecutive
- › the rental vehicle must be a four-wheel passenger vehicle (not licensed for commercial transportation) and must not be included in the list of excluded vehicles in section 3 b) (iii) below

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

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

The following facilities are not considered hospitals:

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

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

Insured (definition used for *Common carrier* accidental death and dismemberment coverage): 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 *travel companions*.

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

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

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

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

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

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

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

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

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 companion: Individual who accompanies the *cardholder* for the entire duration of the *trip*.

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.

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

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 2 types of coverage:

✓ Vehicle Rental	In case of damages resulting from an <i>accident</i> , fire, theft or vandalism & coverage for personal effects & in the event of accidental death or <i>loss of a limb</i>
✓ Accidental Death and Dismemberment Aboard a <i>Common Carrier</i>	In the event of death or <i>loss of</i> , or <i>loss of use of a limb</i> resulting from a <i>common carrier accident</i> during a <i>trip</i>

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

Benefits payable by the *insurer* under the *Travel Insurance* will be reduced by the amount reimbursed, paid or assumed by another party¹. The *Travel Insurance* cannot be used to reduce the liability of any person or party implicated in the event giving rise to a claim.

Failure to Provide Requested Proof 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.

Unapproved Expenses

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

CanAssistance Inc.

**550 Sherbrooke Street West, Suite B-9
Montreal, Quebec H3A 3S3**

From Canada and the US: 1-888-235-2645

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

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

3. Vehicle Rental

a) Special Terms and Conditions

Covered Items and Risks

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

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

Benefit Amount

- › **Damages:** The amount payable by the *insurer* is limited to the manufacturer suggested retail price (MSRP) of the *eligible vehicle*, **up to \$65,000**.
- › **Personal effects:** Benefits are payable **up to \$500 per event and \$1,000 per rental**.
- › **Accidental Death and Dismemberment:** The *insurer* will pay a benefit, according to the benefits table below, in the event of death or dismemberment of the *cardholder*, or any person travelling with him, resulting from an *accident* aboard a rental vehicle during an eligible rental.

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

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

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

Recipient of Benefits

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

Deductibles

None

Coverage Period

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

b) CAUTION – Exclusions, Limitations and Reductions

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

› **Accidental Death and Dismemberment:**

- In the case of an *accident* that results in the death or dismemberment of more than one *cardholder*, only one individual is deemed the *cardholder* and is entitled to an indemnity of \$300,000 or \$150,000 (according to the Benefits table), namely, the *cardholder* who signed the rental agreement. Each of the other covered persons is entitled to an indemnity of \$5,000 or \$2,500 (according to the Benefits table).
- For an *accident*, the amount payable to a *cardholder*, in one or more payments, cannot exceed \$300,000 and the amount payable to another covered person, in one or more payments, cannot exceed \$5,000.
- For an *accident*, the total amount payable cannot exceed \$325,000.

(i) Circumstances under which no benefit is payable:

Damages

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

Personal effects

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

(Continued on next page)

Accidental Death and Dismemberment		
<ul style="list-style-type: none">› suicide, attempted suicide or self-inflicted injury, regardless of the mental state of the covered person› injuries not related to a rental car <i>accident</i>		
(ii) Items not covered:		
Personal effects		
<ul style="list-style-type: none">› traveller's cheques, gift cards, currency, tickets, ingots and documents of title or other negotiable instruments› animals and living plants or perishable products and consumables› jewellery› electronic tablets, mobile devices, portable computers and software› photography equipment: cameras or photo, video and audio accessories		
(iii) Exclusions: Vehicles in the following categories are not covered:		
Damages	Personal effects	Accidental Death and Dismemberment
<ul style="list-style-type: none">› trucks› campers or trailers› off-road vehicles› limousines (extended factory models)› modified vehicles› cars with a manufacturer suggested retail price (MSRP) over \$65,000› recreational vehicles (including vehicles designed and manufactured for off-road use or camping)› antique cars (more than 20 years old or no longer manufactured for more than 10 years)› motorcycles, mopeds or motorbikes		

- › vans are not covered in the following cases:
 - vans used for commercial transportation of passengers or with more than 8 seats including the driver seat
 - vans that exceed a 3/4 ton rating
 - vans used for hire by others

(iv) Circumstances under which no benefit is payable:

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

c) Filing a Claim

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

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

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

4. 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 *travel 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 <i>limbs</i>	\$250,000
Loss or loss of use of one <i>limb</i>	\$125,000
Loss or loss of use of the <i>thumb</i> and <i>index</i> 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* and ends once he disembarks.

Disappearance of Insureds

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

Recipient of Benefits

Benefits payable by the *insurer* will be paid to the *cardholder*. In the event of the *cardholder's* death, benefits will be paid to his estate. However, the *insurer* reserves the right to directly compensate 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. at 1-888-235-2645 to report the event covered by the insurance.
Step 2	Fill out the claim form that you will receive from the <i>assistance provider</i> and forward it to the <i>insurer</i> within 45 days of the event, unless it is not reasonably possible to do so.
Step 3	Submit the required documents: <ul style="list-style-type: none">› police report, if required› written confirmation of the event from the <i>common carrier</i>› any other proof required by the <i>insurer</i> to confirm the circumstances surrounding the <i>accident</i> and resulting injuries
	<p>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.</p> <p>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.</p>

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.

5. 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* 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 Quality and availability of care

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

VII Complaints and appeals

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

Residents of provinces and territories except Alberta:

National Bank Life Insurance Company

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

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

Residents of Alberta:

Canassurance, Insurance Company

550 Sherbrooke Street West, Suite B-9
Montreal, Quebec 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**

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

For residents of Alberta, British Columbia and Manitoba:

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

For residents of Ontario:

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

For residents of 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.

IX 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.

X Access to personal information

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

6. 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.

7. 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., 4th 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**

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

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1-844-394-4494

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