

**AMERICAN BANKERS  
LIFE ASSURANCE COMPANY  
OF FLORIDA**

**AND**

**AMERICAN BANKERS  
INSURANCE COMPANY  
OF FLORIDA**

**Certificate of Insurance**

**Platinum Class MasterCard® Cardholders  
Group Policy: CUPL0604  
Effective Date: June 1, 2004**

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**This Certificate of Insurance contains information  
about your insurance. Please read it carefully  
and keep it in a safe place. Refer to the definitions  
section for the meanings of all capitalized terms.**

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The coverage outlined in this Certificate of Insurance is effective as of June 1, 2004, and is provided to eligible CUETS Financial Platinum Class MasterCard Cardholders by American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida (hereinafter collectively referred to as “American Bankers” or the “Insurer”) under Group Policy number CUPL0604 (hereinafter referred to as “the Policy”) issued by American Bankers to CUETS Financial, a division of The Toronto-Dominion Bank (hereinafter called the “Policyholder”).

The terms, conditions and provisions of the Policy are summarized in this certificate, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. To the extent that any term, condition or provision of the Policy are deemed to be contrary to any applicable laws, the applicable laws shall govern with respect to such term, condition or provision of the Policy. You or a person making a claim under this Certificate of Insurance may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Claims payment and administrative services under this Policy are arranged by American Bankers.

American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida – Canadian Head Office is located at 5000 Yonge Street, Suite 2000, Toronto, ON, M2N 7E9.

The Administrator for Purchase Assurance, Extended Warranty, Common Carrier/Car Rental Accidental Death & Dismemberment and Accidental Death Insurance is Assurant Services Canada Inc.

The Administrator for Collision Damage Waiver, Personal Effects, Trip Cancellation and Unexpected Return Home Insurance is World Travel Protection Canada Inc.

## **DEFINITIONS**

**Accidental Bodily Injury** means bodily injury caused directly by an accident occurring while the insurance evidenced by this Certificate of Insurance is in force, which results, within 365 days after the date of the accident, directly in any of the losses to which the insurance applies, and is sudden, unforeseen, unexpected and independent of any disease, bodily infirmity, bodily malfunction or any other cause.

**Account** means the Cardholder’s Platinum Class MasterCard account which is in Good Standing with the Policyholder.

**Administrator** means the service provider(s) arranged by American Bankers to provide claims payment and administrative services under the Policy.

**Cardholder** means any natural person ordinarily resident in Canada who is the applicant for, and is issued a Platinum Class MasterCard card by the Policyholder and any supplemental Cardholder also resident in Canada and who is issued a Platinum

Class MasterCard card and whose name is embossed on the card. Cardholder may be referred to as 'You' or 'Your'.

**Cardholder's Property** means the Cardholder's baggage and personal property contained in the baggage that has been checked in with a Common Carrier.

**Common Carrier** means any land, air or water conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

**Dependent Child** means Your unmarried natural, adopted or stepchildren who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada.

**Dollars** and "\$" means Canadian dollars.

**Eligible Expense** means charges for the following which have been booked or reserved prior to departure on a Trip:

- i) cost of transportation by a Common Carrier;
- ii) cost of hotel or similar accommodations; and
- iii) cost of a package tour which has been sold as a unit and includes at least two of the following:
  - transportation by a Common Carrier;
  - car rental;
  - hotel or similar accommodation;
  - meals;
  - tickets or passes for sporting events or other entertainment, exhibition or comparable event; or
  - lessons or the services of a guide.

**Good Standing** means an Account which You have not advised the Policyholder in writing to close, is in compliance with all terms of the Terms of Operation or for which credit privileges have not been suspended or revoked by the Policyholder.

**Immediate Family Member** means an Insured Person's Spouse, son, daughter, parent, sister, brother, parent-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

**Insured Person** means a Cardholder, his/her Spouse and each Dependent Child.

**Loss of Life** means an Accidental Bodily Injury causing death.

**Mysterious Disappearance** means an article of personal property cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to reasonable inference that a theft occurred.

**Occupying** means in or upon or entering into or alighting from.

**Original Manufacturer's Warranty** means an express written warranty valid in Canada and issued by the original manufacturer of the personal property, excluding any extended warranty offered by the manufacturer or any third party.

**Physician** means a physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or marriage to the Insured Person to whom the service is rendered.

**Platinum Class MasterCard®** means a Platinum Class MasterCard card issued by the Policyholder.

**Pre-Existing Condition** means a medical condition(s) of an Insured Person or an Insured Person's Immediate Family Member or Travelling Companion:

- for which treatment while travelling could have been reasonably anticipated; and/or
- for which symptoms appeared in the 180 days prior to the date the Trip was booked; and/or
- which were investigated, diagnosed, treated, had treatment or further investigation recommended (including medication and its dosage or changes therein) in the 180 days prior to the date the Trip was booked.

**Spouse** means the Cardholder's legal husband or wife, or the person who the Cardholder has lived with and publicly represented as his/her Spouse for at least one year.

**Ticket** means evidence of fare paid for travel on a Common Carrier, which has been charged to Your Account and/or paid for by points redeemed under the Platinum Class Rewards program.

Travelling Companion means a person booked to travel with You and/or Your Spouse on a Trip, and who has prepaid accommodations and/or transportation arrangements for the same Trip.

Trip means a scheduled period of time during which an Insured Person is away from his or her province or territory of residence.

## **MASTERPURCHASE®**

### **PURCHASE ASSURANCE**

Benefits are in effect when You charge the full cost of the item(s) to Your Account or pay such cost with points redeemed under the Platinum Class Rewards program.

#### **Benefits**

Purchase Assurance benefits are available automatically, without registration, to protect most new items of personal property purchased by You with Your Platinum Class MasterCard Account, for 90 days from the date of purchase, against all risk of direct physical loss, theft or damage, anywhere in the world, subject to Policy Limitations & Exclusions, below.

#### **Limitations and Exclusions**

Purchase Assurance benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part.

Purchase Assurance benefits are not available in respect of the following items:

- i) travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, negotiable instruments or other numismatic property;
- ii) animals or living plants, golf balls or other sports equipment lost or damaged during the course of normal use;
- iii) mail order, internet, telephone purchase or any purchase being shipped until delivered and accepted by the Cardholder;
- iv) automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
- v) perishables such as food and liquor and/or goods consumed in use;
- vi) jewellery lost or stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or the Cardholder's travelling companion with the Cardholder's knowledge;
- vii) used or previously owned or refurbished items, including antiques, collectibles and fine arts;
- viii) items purchased and/or used by or for a business or for commercial gain;
- ix) losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or inherent product defects; or
- x) bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

### **Limits of Liability**

There is a maximum lifetime liability of \$60,000 per Account for the Purchase Assurance benefit.

You will be entitled to receive no more than the actual purchase price of the protected item or that portion of the actual purchase price as recorded on Your Platinum Class MasterCard® sales receipt. Where the protected item is a part of a pair or set, You will receive no more than the value of the item lost or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set. The Insurer, at its sole option, may elect to:

- i) repair, rebuild or replace the item lost or damaged (whether wholly or in part); or
- ii) pay You cash for the said item, not exceeding the original purchase price, the replacement price or the repair cost thereof, in the Insurer's discretion, and subject to the terms, exclusions and limits of liability stated in this Certificate of Insurance.

## **EXTENDED WARRANTY**

Benefits are in effect when You charge the full cost of covered new item(s) to Your Account or pay such cost with points redeemed under the Platinum Class Rewards program.

### **Benefits**

Extended Warranty benefits provide You with double the period of repair services on eligible items to a maximum of two years and provide the same coverage afforded by the Original Manufacturer's Warranty.

Benefits are available automatically and without registration where the Original Manufacturer's Warranty does not exceed five years. Where the Original Manufacturer's Warranty exceeds five years, the item must be registered within five years from the date of purchase. (Refer to 'Registration').

Extended Warranty benefits are limited to the lesser of the cost to repair or replace or the original purchase price of the item.

### **Limitations and Exclusions**

The Extended Warranty benefit ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

The Extended Warranty benefit does not cover the following items:

- i) used items;
- ii) automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
- iii) items purchased and/or used by or for a business or for commercial gain; or
- iv) bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

Extended Warranty benefits apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligations that were specifically covered under the terms of the Original Manufacturer's Warranty.

### **Registration**

To register item(s) with an Original Manufacturer's Warranty of five years or more for the Extended Warranty benefit, You must send copies of the following items within five years after the item is purchased to Assurant Services Canada Inc.:

- i) a copy of the original vendor sales receipt;
- ii) the "customer copy" of the Platinum Class MasterCard sales receipt;
- iii) serial number of the item; and
- iv) the Original Manufacturer's Warranty.

Call (905) 305-4255 or 1-800-315-2051.

**Gifts**

Eligible items that You give as gifts are covered. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

**Other Insurance**

Purchase Assurance and Extended Warranty coverage is in excess of all other applicable valid warranty, insurance, indemnity or protection available to You in respect of the item(s) subject to the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

**Claim Procedures for Purchase Assurance and Extended Warranty**

You must keep original receipts and other documents described herein to file a valid claim.

You must notify the Administrator immediately after learning of any loss or occurrence. Your failure to provide proof of loss within 90 days from the date of loss or damage may result in denial of the related claim.

You may obtain Purchase Assurance and/or Extended Warranty claim forms by calling (905) 305-4255 or 1-800-315-2051.

Prior to proceeding with replacement or repairs, You must obtain the Administrator's approval in order to ensure the eligibility for payment of Your claim. You must complete and sign a claim form which must contain the time, place, cause and amount of loss and include the following:

- i) the "customer copy" of the Platinum Class MasterCard sales receipt;
- ii) Your copy of the Account statement showing the charge;
- iii) the original vendor's sales receipt;
- iv) a copy of the Original Manufacturer's Warranty, (for Extended Warranty claims); and
- v) a police, fire, insurance claim or loss report or other third party report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder.

In order to support your claim You may be required to send, at Your own expense, the damaged item to the Administrator.

**Purchase Assurance and Extended Warranty Termination of Coverage**

Coverage ends on the earliest of:

- i) the date Your Platinum Class MasterCard Account is cancelled, closed or ceases to be in Good Standing;
- ii) the date the Cardholder ceases to be eligible for coverage; and
- iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

**Benefits available to Cardholder only**

Purchase Assurance and Extended Warranty coverage is available only to the benefit of the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

**MASTERRENTAL®**

**CAR RENTAL COLLISION DAMAGE WAIVER**

This coverage is in effect when You charge the full cost of the car rental to Your Account or pay such cost with points redeemed under the Platinum Class Rewards program.

**Eligibility**

You are eligible for Platinum Class MasterCard Car Rental Collision Damage Waiver (CDW) insurance coverage when You rent most private passenger vehicles on a daily or weekly basis for a period NOT to exceed 31 consecutive days, provided that:

- i) You initiate the rental transaction by booking or reserving the car rental with Your Platinum Class MasterCard card and by providing Your Platinum Class MasterCard card as payment guarantee prior to the time You take possession of the car; and
- ii) You decline the rental agency's CDW or Loss Damage Waiver, or similar provision; and
- iii) You rent the car in Your name, and charge the full cost of the car rental to Your Account or pay such costs with points redeemed under the Platinum Class Rewards program.

**Benefits**

Subject to the terms and conditions of this Policy, You are provided with protection against the amount for which You are liable to the rental agency up to the actual cash value of the damaged or stolen rental vehicle as well as any valid and documented loss of use, reasonable and customary towing charges and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name. Benefits are limited to one vehicle rental during any one period.

In some jurisdictions the law requires the rental agencies to include CDW in the price of the vehicle rental. In these locations, CDW benefits under this Policy will only provide coverage for any deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency's Deductible Waiver. No CDW premiums charged by the rental agencies will be reimbursed under this Policy. Rental vehicles which are part of pre-paid travel packages are eligible for benefits if the total for Your Trip was charged to Your Account or You pay such cost with points redeemed under the Platinum Class Rewards program and all other requirements are met. 'Free Rentals' are also eligible for benefits when received as the result of a promotion conditioned on Your making previous rentals, if each such previous rental met the eligibility requirements of this Certificate.



**This coverage does not provide any form of third party automobile property damage or personal injury liability insurance.**

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

### **Know before you go**

i) While car rental CDW benefits provide coverage on a worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants, there is no guarantee that this coverage will be accepted at every car rental facility. Some rental agencies may resist Your declining their CDW/Loss Damage Waiver (LDW) coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit. Before booking a car, confirm that the rental agency will accept Platinum Class MasterCard CDW without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your trip through a travel agency, let them know You want to take advantage of CDW benefits and have them confirm the rental agency's willingness to accept this coverage.

You will not be compensated for any payment You may have to make to obtain the rental agency's CDW/LDW.

ii) Check the rental car carefully for scratches, dents and windshield chips, and point out any damage to the agency representative before You take possession of the car. Have them note the damage on the rental agreement (and take a copy with You), or ask for another vehicle.

iii) If the vehicle sustains damage of any kind, immediately phone the Administrator at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the Administrator's address and phone number. If loss appears to exceed \$1,000 you must also advise the police and request a police report. Do not sign a blank sales draft to cover the damage and loss of use charges.

### **Coverage Period**

Insurance coverage begins as soon as the Cardholder or other person authorized to operate the rental car under the car rental agreement takes control of the vehicle, and ends at the earliest of:

- i) the time when the rental agency assumes control of the rental car, whether it be at its place of business or elsewhere;
- ii) the date on which the Cardholder's Account ceases to be in Good Standing and/or Your Account privileges are suspended, revoked or otherwise terminated;
- iii) the date the Insured Person ceases to be eligible for coverage; and
- iv) the date the Policy is cancelled.

### **Types of vehicles covered**

The types of rental vehicles covered include:

Cars, sport utility vehicles, pickup trucks (as defined below) and minivans (as defined below).

Minivans are covered provided they:

- i) are for private passenger use with seating for no more than eight occupants including the driver; and
- ii) are not to be used for hire by others.

Pickup trucks are covered provided they:

- i) do not exceed a “half-ton” rating (e.g. 150 or 1500 series not including “heavy-duty” models); and
- ii) are used exclusively for personal use on maintained roads; and
- iii) are not used to transport cargo, push or tow anything.

Any damage to the pickup truck caused by moving or transporting goods or cargo is not covered.

### **Types of vehicles NOT covered**

Vehicles which belong to the following categories are NOT covered:

- any vehicle with a Manufacturer’s Suggested Retail Price (MSRP), excluding taxes, over \$65,000 at the time and place of loss;
- vans (except as defined above);
- trucks (except as defined above);
- campers or trailers;
- off-road vehicles;
- motorcycles, mopeds or motorbikes;
- expensive or exotic vehicles;
- customized vehicles;
- antique vehicles;
- recreational vehicles; and
- leased vehicles.

An antique vehicle is one which is over 20 years old or its model has not been manufactured for 10 years or more.

Limousines that have been stretched or altered from the original factory design are excluded. However, standard production models of these vehicles that are not used as limousines are not excluded.

### **Limitations and Exclusions**

Collision Damage Waiver benefits do not cover any loss caused or contributed to by:

- operation of the vehicle in violation of the law or any terms of the car rental agreement;
- operation of the vehicle by any driver not authorized on the rental agreement at the time the rental is initiated;
- operation of the vehicle by any driver not in possession of a driver’s license that is valid in the rental jurisdiction;
- operation of the vehicle on other than regularly maintained roads;
- alcohol intoxication and/or use of narcotics by the driver;
- nuclear reaction, radiation or radioactive contamination;
- damage to tires unless in conjunction with an insured cause;
- wear and tear, gradual deterioration, mechanical breakdown of vehicle;

- any damage caused by moving or transporting cargo;
- insects or vermin, inherent vice or damage;
- hostile or warlike action, insurrection, rebellion, revolution or civil war;
- seizure or destruction under quarantine or customs regulations or confiscation by any government or public authority;
- transporting contraband or illegal trade; or
- transportation of property or passengers for hire or any dishonest, fraudulent or criminal act committed by the Cardholder and or any authorized driver.

**Benefits DO NOT include coverage for:**

- vehicles rented for a period that exceeds 31 consecutive days, whether or not under one or more consecutive rental agreements;
- a replacement vehicle for which Your personal automobile insurance, car dealer, repair shop, or other party is covering all or part of the rental cost;
- loss or theft of personal belongings in the vehicle;
- cellular telephones, portable computers and communication devices;
- any amount payable by Your employer or employer's insurance coverage, if the rental car was for business purposes;
- expenses assumed, waived or paid or payable by the rental agency or its insurer; or
- third party liability (injury to anyone or anything inside or outside the vehicle).

**IN THE EVENT OF ACCIDENT OR THEFT**

You must report a claim to the Administrator as soon as possible, and in all events certainly within 48 hours of the damage or theft having occurred. Call 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world. Failure to report a claim within 48 hours may result in denial of the claim or reduction of Your benefit. A customer service representative will take preliminary information and forward You a claim form. You will be required to submit a completed claim form including the following documentation:

- a copy of the driver's license of the person who was driving the vehicle at time of the accident;
- a copy of the loss/damage report You completed with the rental agency;
- a copy of a police report required when the loss results in damage or theft claimed over \$1,000;
- a copy of Your Platinum Class MasterCard sales draft, and Your statement of Account showing the rental charge;
- the front and back of the original opened and closed out rental agreement;
- a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- original receipt(s) for any repairs for which you may have paid; and

- if loss of use is charged, a copy of the rental agency's complete daily utilization log from the date the car was not available for rental, to the date the car became available to rent.

Valid claims submitted with incomplete or insufficient documentation may not be paid.

## **CAR RENTAL ACCIDENTAL DEATH AND DISMEMBERMENT**

Benefits are in effect when You charge the full cost of the car rental to Your Account or pay for such cost with points redeemed under the Platinum Class Rewards program.

Coverage will be provided on the same terms, conditions, limitations and exclusions applicable to Car Rental Collision Damage Waiver (above) and Common Carrier Accidental Death & Dismemberment benefits (below), except that coverage is provided to the Cardholder and his/her Spouse, Dependent Child(ren), parent, parent-in-law, sister or brother who sustains an Accidental Bodily Injury while Occupying the covered rental car.

Benefits shall be paid in accordance with the following schedule:

<b>Schedule of Insurance</b>	<b>Amount of Benefit</b>	
	<b>Cardholder</b>	<b>Each Other Occupant</b>
<b>Loss</b>		
Loss of Life	\$200,000	\$20,000
Loss of Both Hands or Feet	\$200,000	\$20,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$200,000	\$20,000
Loss of Sight of Both Eyes	\$200,000	\$20,000
Loss of One Hand and One Foot	\$200,000	\$20,000
Loss of Speech and Hearing	\$200,000	\$20,000
Loss of One Hand or One Foot	\$100,000	\$10,000
Loss of Sight of One Eye	\$100,000	\$10,000
Loss of Speech	\$100,000	\$10,000
Loss of Hearing	\$100,000	\$10,000
Loss of Thumb and Index Finger on the Same Hand	\$ 50,000	\$ 5,000

- i) the maximum benefit payable to all Insured Persons from any one accident is \$300,000 per Account; and
- ii) if more than one of the described Losses is sustained by an Insured Person, then the total benefit payable from one accident is limited to the greatest amount payable for any one of the Losses sustained.

In the event of a claim, contact the Administrator at 1-800-315-2051 from Canada and United States, or (905) 305-4255 collect from elsewhere in the world.

## **PERSONAL EFFECTS**

In effect when You charge the full cost of the car rental to Your Account or pay such cost with points redeemed under the Platinum Class Rewards program.

Personal Effects benefits are provided for loss, theft or damage to personal effects while such personal effects are in transit or in any hotel or other building en route during a trip with the covered rental car, for the duration of the car rental period.

Coverage is provided for the personal effects of the Cardholder when the Cardholder rents a car, and extends to the personal effects of any Insured Person (for this benefit including Spouse, Dependent Child(ren), parent, parent-in-law, sister or brother travelling with You).

Personal Effects do not include money (whether paper or coin), bullion, bank notes, securities, tickets, documents, memorabilia, collectibles, medals or other numismatic property.

Maximum coverage during the rental period is \$1,000 for each Insured Person, per occurrence. Total benefits for all Insured Persons during each car rental period are limited to \$2,000 per Account. Benefits are not paid if loss results from Mysterious Disappearance.

In the event of a claim, contact the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world.

### **Other Insurance**

Personal Effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Cardholder in respect of the items subject to the claim. The Insurer will be liable only for the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

## **MASTERTRIP®**

### **COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT**

Benefits are in effect when You charge the full cost of Common Carrier travel to Your Account or pay such cost with points redeemed under the Platinum Class Rewards program.

#### **Benefits**

As an Insured Person, You will be protected against an Accidental Bodily Injury sustained while Occupying a Common Carrier as a fare paying passenger. The Insurer will pay the applicable benefit specified for the resulting Loss per the Schedule of Insurance below.

Coverage is in force when an Insured Person is Occupying a Common Carrier to:

- i) travel directly to the point-of-departure terminal for the Trip shown on the Ticket;
- ii) make the Trip as shown on the Ticket; or
- iii) travel directly from the point-of-arrival terminal for the Trip shown on the Ticket to the next destination.

Coverage is also in force while the Insured Person is at a travel terminal immediately prior to or following the Trip evidenced by the Ticket.

**Schedule of Insurance**

<u>Loss</u>	<u>Amount of Benefit</u>
Loss of Life	\$500,000
Loss of Both Hands or Feet	\$500,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$500,000
Loss of Sight of Both Eyes	\$500,000
Loss of One Hand and One Foot	\$500,000
Loss of Speech and Hearing	\$500,000
Loss of One Hand or One Foot	\$250,000
Loss of Sight of One Eye	\$250,000
Loss of Speech	\$250,000
Loss of Hearing	\$250,000
Loss of Thumb and Index Finger on the Same Hand	\$125,000

- i) the maximum benefit payable to all Insured Persons from any one accident is \$1,000,000 per Account; and
- ii) if more than one of the described Losses is sustained by an Insured Person, then the total benefit payable from one accident is limited to the greatest amount payable for any one of the Losses sustained.

**Beneficiary**

Unless otherwise specified by the insured Cardholder, any amount due under the Certificate for Loss of Life:

1. at the death of the insured Cardholder, will be paid to the Spouse of the insured Cardholder, if living, otherwise equally to the insured Cardholder’s then living children, including stepchildren and adopted children, if any, otherwise equally to the insured Cardholder’s then living parents or parent, otherwise to the estate of the insured Cardholder; and
2. at the death of any other Insured Person, will be paid to the insured Cardholder in whose name the Account is maintained, if then living, otherwise as though it were a sum payable under 1. above.

The beneficiaries herein designated may be changed in accordance with the Change of Beneficiary provision.

“Loss” means:

- i) With respect to life, Accidental Bodily Injury causing death.
- ii) With respect to sight, speech or hearing Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing in both ears.

- iii) With respect to a hand, Accidental Bodily Injury causing actual irreversible severance of the entire four fingers of the same hand at or above the metacarpalphalangeal joints.
- iv) With respect to a foot, Accidental Bodily Injury causing actual irreversible severance of a foot at or above the ankle joint.

For benefits to be payable, the Loss must occur within 365 days of the accidental event which caused the Loss.

Disappearance of an Insured Person's body due to wrecking, sinking or disappearance of a Common Carrier does not invalidate the insurance coverage if the body has not been found within one year of the disappearance, subject to all other terms of the Policy.

### **Exclusions**

Common Carrier Accidental Death and Dismemberment benefits under the Certificate are not payable for a Loss caused by or resulting from:

- i) intentionally self-inflicted injuries;
- ii) suicide or attempted suicide;
- iii) illness or disease;
- iv) pregnancy or complications of pregnancy, including resulting childbirth or abortion;
- v) bacterial and viral infection except bacterial infection of an Accidental Bodily Injury, or if death results from the accidental ingestion of a substance contaminated by bacteria;
- vi) any act of declared or undeclared war;
- vii) civil disorders;
- viii) an accident occurring while operating or learning to operate, or serving as a member of the crew of any aircraft;
- ix) the commission or attempted commission of a criminal offence; or
- x) an accident occurring while Occupying a water conveyance unless the conveyance itself is involved in an accident which causes the Loss to the Insured Person.

In the event of a claim, contact the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world.

### **BAGGAGE DELAY**

Benefits are in effect when You charge the full cost of Common Carrier travel to Your Account or pay such cost with points redeemed under the Platinum Class Rewards program.

#### **Benefits**

Baggage Delay benefits are available to the Cardholder when, while on a covered Trip, the Cardholder's Property is delayed or misdirected by a Common Carrier for more than 24 hours from the time the Cardholder arrives at the destination on the Cardholder's Ticket. The Insurer will reimburse the Cardholder up to the maximum amount of \$300 for expenses incurred for the emergency purchase of essential items needed by the Cardholder while on a covered Trip and at a destination other than the Cardholder's location of permanent residence.

### **Limitations and Exclusions**

The Baggage Delay benefit is limited to \$100 per day per Cardholder up to a maximum of three days and is in excess of all other valid and collectible insurance.

Items not covered for Baggage Delay benefits include, but are not limited to:

- i) contact lenses, eyeglasses or hearing aids;
- ii) artificial teeth, dental bridges or prosthetic devices;
- iii) tickets, documents, money, securities, cheques, travellers cheques and valuable papers; or
- iv) business samples.

In the event of a claim for Common Carrier Accidental Death and Dismemberment or Baggage Delay, contact the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world.

### **TRIP CANCELLATION**

Benefits are in effect when You charge at least 75% of Eligible Expenses for a Trip to Your Account or pay such Eligible Expenses with points redeemed under the Platinum Class Rewards program.

#### **Eligibility**

You and/or Your Spouse 69 years of age or under are eligible for Trip Cancellation coverage when You use Your Account or Platinum Class Rewards points to pay at least 75% of the Eligible Expenses for a Trip. Your Dependent Children are eligible for this coverage when they are booked to travel on a Trip with You and/or Your Spouse while You are eligible for this coverage.

#### **Benefits**

You will be reimbursed, up to a maximum of \$3,000 per Account per Trip, for any portion of Eligible Expenses which are not refundable or reimbursable in any manner if, prior to a scheduled departure date, an Insured Person is required to cancel a Trip due to one of the following Covered Causes of Cancellation:

- i) death of an Insured Person, or an Insured Person's Immediate Family Member or a Travelling Companion;
- ii) sudden and unexpected illness, accidental injury or quarantine of an Insured Person and/or Travelling Companion which did not result from a Pre-Existing Condition and which prevents an Insured Person from leaving for a booked Trip on the scheduled departure date. A Physician must certify in writing that he or she advised the Insured Person and/or Travelling Companion to cancel the Trip after booking or that the illness or injury made it impossible for the Insured Person to start the booked Trip. Such certification must provide the medical reason for the decision; and
- iii) sudden and unexpected illness, or accidental injury of an Insured Person's Immediate Family Member after booking, which did not result from a Pre-Existing Condition and requires immediate hospitalization which is expected to last at least three consecutive days.



### **Limitations and Exclusions**

Benefits will not be payable for the cancellation of any Trip resulting directly or indirectly from:

- i) any reason other than those listed as Covered Causes for Cancellation;
- ii) a Pre-Existing Condition as defined;
- iii) pregnancy, childbirth and/or related complications occurring within nine weeks of the expected delivery date;
- iv) intentionally self-inflicted injuries, suicide or any attempt thereat;
- v) misuse of drugs, medication or alcohol;
- vi) insurrection or war, whether declared or undeclared; or
- vii) voluntary participation in a criminal offence or in a riot or civil commotion.

### **Claim procedures for Trip Cancellation**

When a claim occurs due to a Covered Cause of Cancellation, You must cancel Your Trip with the travel agency and notify the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world within 48 hours. You are also required to submit a completed Claim form and provide documentation to substantiate Your claim, including the following:

- i) original tickets, original vouchers, invoices, receipts;
- ii) Platinum Class MasterCard receipt, statement of Account and any other documentation necessary to confirm that at least 75% of Eligible Expenses was charged to Your Account or paid for in points redeemed under the Platinum Class Rewards program;
- iii) proof of the Covered Cause for Cancellation (e.g., medical certificate, death certificate);
- iv) proof that You have sought reimbursements for all Eligible Expenses from all other applicable organizations (eg., Travel agency, airline etc.); and
- v) evidence of all reimbursements, credits and/or vouchers obtained from said organizations.

Benefits payable under this insurance will be coordinated with other plans providing the same or similar benefits to the Cardholder, so that reimbursement under all plans (including this plan) does not exceed 100% of the loss.

### **UNEXPECTED RETURN HOME**

Benefits are in effect when You charge at least 75% of Eligible Expenses for a Trip to Your Account or pay such Eligible Expenses with points redeemed under the Platinum Class Rewards program.

#### **Eligibility**

As an Insured Person You are eligible for Unexpected Return Home benefits if, while You are on a covered Trip, the death of an Immediate Family Member occurs.

#### **Benefit**

You will be reimbursed, up to a total maximum of \$2,000 per Account per Trip, for the lesser of the additional charges for the

change of ticketing or the cost of one-way economy fare by a Common Carrier, on account of the Insured Person's trip back to their city of ordinary residence in Canada.

### **Claim procedures for Unexpected Return Home**

When a claim occurs, due to the death of an Immediate Family Member, You must call the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world. They will assist You in making the necessary arrangements to return. You are also required to submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- i) copy of the used return ticket;
- ii) original tickets, original vouchers, invoices, receipts;
- iii) Platinum Class MasterCard receipt, statement of Account and any other documentation necessary to confirm that at least 75% of Eligible Expenses was charged to Your Account or paid for in points redeemed under the Platinum Class Rewards program;
- iv) proof of Your relationship to the deceased Immediate Family Member; and
- v) original death certificate or funeral director's statement.

### **ACCIDENTAL DEATH**

If the Cardholder and/or his/her Spouse sustains an Accidental Bodily Injury causing death, the Insurer will pay a \$1,000 benefit in one sum.

Beneficiary provisions, exclusions and limitations are as described in the Common Carrier Accidental Death and Dismemberment benefit (above).

In the event of a claim, contact the Administrator at 1-800-315-2051 from Canada and the United States, or (905) 305-4255 collect from elsewhere in the world.

### **EMERGENCY ASSISTANCE SERVICES**

**Assistance Services are services only, not insurance benefits. Any cost incurred for, or in connection with such services will be charged to Your Account (subject to credit availability). If not chargeable, payment for such costs will be arranged (where reasonably possible) through Your family and friends.**

To take advantage of any of the services described below, call 1-800-315-2051 from within Canada and the United States, or (905) 305-4255 collect from elsewhere in the world.

Assistance services may not be available in countries of political unrest and such other countries as may from time to time be determined to be unsafe, or which may be inaccessible.

#### **Emergency Cash Transfer**

In the event of theft, loss or emergency while travelling, You can obtain an emergency cash transfer (maximum of \$5,000).

**MASTERLEGAL® Legal Referrals and Payment Assistance**

If while travelling, You require legal assistance, You can call for referral to a local legal advisor and assistance with arrangements for the posting of bail and the payment of legal fees (maximum of \$5,000).

**Lost Document and Ticket Replacement**

In the event of theft or loss of necessary travel documents or tickets while travelling, You can call for assistance with arrangements for their replacement.

**Lost Luggage Assistance**

In the event of theft or loss, You can call for assistance with arrangements for the location and redirection of luggage and personal effects.

**Pre-Trip Information**

You can call and obtain information regarding passport and visa regulations, and vaccination and inoculation requirements for the country You are visiting.

**GENERAL PROVISIONS**

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance.

**Claim Reporting**

Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the Administrator. You will then be sent a claim form.

**Notice of Claim**

Written notice of claim must be given to the Insurer as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days. Written notice given by or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardholder, shall be deemed notice of claim.

**Proof of Loss**

The appropriate claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within one year from the date on which the loss occurred.

**Examination and Autopsy**

The Insurer at its own expense shall have the right and opportunity to examine any Insured Person whose injury is the basis of a claim hereunder when and so often as it may reasonably require during pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

**Payment of Claim**

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer.

The benefit for Loss of Life will be payable in accordance with the beneficiary provisions under the Common Carrier Accidental Death and Dismemberment benefits provisions of this Certificate. Any other accrued benefits unpaid at the Insured Person's death may, at the option of the Insurer, be paid either to such beneficiary

or to the Cardholder in whose name the Account is maintained. All other benefits will be payable to the Cardholder in whose name the Account is maintained.

If any benefit of this Certificate shall be payable to the estate of the Insured Person or to an Insured Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Insurer may pay such benefit, up to an amount not exceeding \$1,000 to any relative by blood or by marriage of the Insured Person or beneficiary who is deemed by the Insurer to be equitably entitled thereto. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

### **Termination of Insurance**

Coverage ends on the earliest of:

- i) the date Your Platinum Class MasterCard Account is cancelled, closed or ceases to be in Good Standing;
- ii) the date the Insured Person ceases to be eligible for coverage; and
- iii) the date the Policy terminates.

No losses incurred after the Policy termination date will be paid.

### **Change of Beneficiary**

The right to change of beneficiary is reserved to the Cardholder and subject to any provision or rule of law governing the right to change the beneficiary, the consent of the beneficiary or beneficiaries will not be required.

The Cardholder may change a beneficiary by filing a written request with the Insurer but such change shall not be operative until recorded by the Insurer and will relate back to and take effect as of the date the request was signed, but without prejudice to the Insurer on account of any payment made before receipt of such request.

Mail written request to:

CUETS Financial Ltd. Claim Administrator  
c/o Assurant Services Canada Inc.  
PO Box 7300  
Kingston, ON, K2L 0B2

### **Subrogation**

Following payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled, at its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

### **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* or other applicable legislation.

**Due Diligence**

The Insured Person shall use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected.

**False Claim**

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of this insurance nor to the payment of any claim under the Policy.

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