

# CERTIFICATE OF INSURANCE

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

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



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

### CANASSURANCE

INSURANCE COMPANY

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

### Credit card issuer and Insurance distributor



LAURENTIAN  
BANK

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

### Keep this insurance certificate and your welcome letter

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

### CONTACT US

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

**ASSISTANCE SERVICE**

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

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

Specimen



## IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

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

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

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

## GENERAL CONDITIONS, APPLICABLE TO ALL INSURANCE BENEFITS

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

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. ELIGIBILITY CRITERIA FOR THIS INSURANCE

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

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

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

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

## 3. NULLITY OF THE INSURANCE

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

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

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

## 4. YOUR RIGHT TO OBTAIN A REFUND

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

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

## 5. SUBMITTING A CLAIM AND PROOF CLAIM

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

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

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

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

### Baggage Delay Insurance benefits:

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

### Supporting documents:

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

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

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

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

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

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

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

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

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

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

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

### **Benefit payment:**

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

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

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

### Coordination of benefits:

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

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

The order of payments is as follows:

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

### Restriction :

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

### Subrogation :

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

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

### Right of examination:

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

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

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

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

## 7. POLICY REVIEW

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

## 8. CONTRACT

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

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

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

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

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

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

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

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

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

## 11. LAWFUL CURRENCY

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

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

## 12. CONDITIONAL ASSIGNMENT

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

## 13. LIMITATION ON LEGAL ACTIONS

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

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

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

#### 14. WAIVER

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

#### 15. MATERIAL FACTS

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

#### 16. CONFLICT

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

#### 17. COMPLAINT

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

## HOSPITAL, MEDICAL AND PARAMEDICAL CARE AND SERVICES INSURANCE

#### 18. EFFECTIVE DATE

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

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

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

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

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

#### 20. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

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

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

## 21. INSURED RISKS AND BENEFITS

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

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

## 22. ELIGIBLE CARE AND SERVICES

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

- Confirm coverage
- Provide pre-approval of treatment

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

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

### Hospital care:

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

### Medical and Paramedical Care and Services:

- a) **Physician** services;

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

### Transportation:

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

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

### Living Expenses:

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

### Dental Care:

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

### 23. AUTOMATIC EXTENSION

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

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

### 24. RESTRICTIONS

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

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

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

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

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

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

## 26. GENERAL EXCLUSIONS

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

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

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

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

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

## TRIP CANCELLATION INSURANCE

### 27. BEGINNING OF COVERAGE

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

### 28. ELIGIBILITY CONDITIONS SPECIFIC TO THIS BENEFIT

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

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

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

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

### 29. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

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

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

### 30. INSURED RISKS

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

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

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

### 31. BENEFITS

#### Cancellation prior to departure:

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

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

#### Delayed Departure or Missed Connection

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

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

#### Early or Delayed Return

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

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

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

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

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

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

### **32. RESTRICTIONS**

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

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

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

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

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

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

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

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

### **34. GENERAL EXCLUSIONS**

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

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

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

## BAGGAGE DELAY INSURANCE

### 35. BEGINNING OF COVERAGE

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

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

### 36. ELIGIBILITY CONDITIONS SPECIFIC TO THIS BENEFIT

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

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

### 37. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

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

### 38. INSURED RISKS AND BENEFITS

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

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

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

### 39. GENERAL EXCLUSIONS

The Baggage delay insurance does not cover:

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

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

## PUBLIC TRANSPORTATION VEHICLE ACCIDENT INSURANCE

### 40. BEGINNING OF INSURANCE

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

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

### 41. ELIGIBILITY CONDITIONS SPECIFIC TO THIS BENEFIT

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

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

### 42. TERMINATION OF INSURANCE

Coverage terminates on the earliest of the following dates:

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

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

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

#### 43. INSURED RISKS AND BENEFITS

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

They are also covered:

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

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

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

#### 44. RESTRICTIONS

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

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

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

#### 46. GENERAL EXCLUSIONS

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

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

## APPENDIX A ASSISTANCE SERVICE

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

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

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

The main services available are as follows:

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

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

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

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

## APPENDIX 5 (a.31) NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

### NOTICE GIVEN BY THE DISTRIBUTOR

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

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

The Act allows you to cancel this insurance contract without penalty within 10 days of signing it. The **Insurer** may however grant you a longer period.

To do so, you must give the **Insurer** notice within the allotted time frame by registered mail or any means providing a confirmation of receipt.

Despite the cancellation of such insurance contract, the first contract will remain in force. Beware that you may lose advantageous conditions that were extended to you due to this contract. Contact your distributor or check your contract for more information.

Once the applicable period is expired, you may cancel your insurance at any time, but penalties may apply.

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

Specimen

**NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT**

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

Date: \_\_\_\_\_  
(date notice is sent)

Under Section 441 of the Act respecting the distribution of financial products and services, I hereby cancel insurance contract no.:

\_\_\_\_\_  
(contract number, if available)

Agreed on: \_\_\_\_\_  
(date contract was signed)

In: \_\_\_\_\_  
(place contract signed)

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

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

