#### Policy Number: 09000

#### INDUSTRIAL ALLIANCE LIFE INSURANCE COMPANY

(hereinafter referred to as the Insurer),

certifies that a group insurance policy was issued to Laurentian Bank of Canada and that this policy insures the Laurentian Bank VISA Gold cardholder, hereinafter referred to as the Main Insured, as well as his/her spouse and dependent children under the hospital, medical and paramedical insurance and undertakes to pay the benefits provided for in the contract.

Consult the "Table of Preexisting Medical Conditions" on page 5. Don't forget to bring your "Quick-facts card", while travelling outside your province of residence.

#### ELIGIBILITY FOR INSURANCE

The cardholder is eligible for coverage as of the effective date of the policy or at the date a person becomes a Laurentian Bank VISA Gold cardholder, the latest of the two, and remains insured as long as the person is a Laurentian Bank VISA Gold cardholder and the contract is effective. The Insured is eligible for this insurance if he/she is a Canadian resident covered under government health insurance and hospitalization insurance plans. Maximum age of 75 years old.

#### INSURANCE COVERAGE

The eligible Main Insured and his/her spouse are automatically covered under the hospital, medical and paramedical insurance when they are travelling outside their province of residence. Their dependent children benefit from the same coverage *if they accompany the Main Insured or his/her spouse for the complete duration of the trip* when they are travelling outside their province of residence.

The hospital, medical and paramedical insurance is valid only if the contract becomes effective prior to the scheduled date of departure.

#### EFFECTIVE DATE OF INSURANCE

The hospital, medical and paramedical insurance begins on the day of departure at the moment when the Insured leaves his/her province of residence.

#### TERMINATION OF INSURANCE

The insurance terminates on the earliest of the following dates:

- (a) the actual date of return to the province of residence, be it a return on the Insured's own initiative or within the framework of a repatriation organized by the travel assistance service;
- (b) when a period of 31 consecutive days (including the date of departure) outside of the province of residence has elapsed for insureds aged 65 of less;
- (c) when a period of 15 consecutive days (including the date of departure) outside of the province of residence has elapsed for insureds aged 66 to 75 years old;
- (d) the Insured reaches the age of 76 years old.

#### BENEFITS

If, during his/her trip outside his/her province of residence, the Insured is the victim of an accident or becomes ill suddenly and unexpectedly and, as a result of this accident or illness, he/she must receive emergency medical services on location, the Insurer reimburses the expenses incurred for the eligible care and services, as described in "ELIGIBLE CARE AND SERVICE", which are then rendered. *The reimbursement of eligible expenses is limited to expenses which are not payable by a government organization or by any other private insurance plan, up to a maximum of \$5,000,000 for each Insured, for each accident or illness requiring emergency care.*  Further to this illness or accident, the hospital, medical and paramedical care and services which are actual, reasonable and necessary and which are rendered outside the Insured's province of residence are covered during the period of insurance and for as long as the Insured is hospitalized, if his/her health condition does not permit him/her to be repatriated to his/her province of residence.

## ELIGIBLE CARE AND SERVICES

In order to be eligible under this insurance, the hospital, medical and paramedical care and services described in the following paragraphs *must be approved by the assistance service beforehand*. However, if a major event prevents the Insured from contacting the assistance service, the hospital services and care received will be eligible *provided the Insured or any other person accompanying him/her contacts the assistance service as soon as it is reasonably possible to do so.* 

(1) HOSPITAL CARE Hospitalization in a semi-private room, or a private room if required by the Insured's condition.

## (2) MEDICAL AND PARAMEDICAL CARE AND SERVICES

- (a) Services of a physician, a surgeon and an anesthetist.
- (b) Laboratory tests and radiographs.
- (c) Private nursing care during hospitalization
- (d) Medication that can only be obtained upon medical prescription (see exclusion 10 of "GENERAL EXCLUSIONS"). However, medication which is necessary for the Insured's survival and which is taken on a regular basis, such as insulin, nitroglycerin or vitamins, is not eligible.
- (e) Purchase or rental of crutches, canes or splints and the rental of a wheelchair, a respiratory apparatus and other medical or orthopedic devices.
- (f) Services of a chiropractor (excluding radiographs), a podiatrist or a physiotherapist who is a member in good standing of his/her professional association up to \$15 per treatment, subject to an overall maximum of \$150.

## (3) TRANSPORTATION

- (a) Land, sea or air transportation to take the Insured to the nearest location where appropriate medical services are available. The prior approval of the assistance service is not required for the use of local ambulance services.
- (b) Repatriation of the Insured to his/her place of residence by a means of public transportation to receive appropriate care (medical consultation or investigation, medical treatment or surgery) as soon as his/her state of health allows the repatriation and insofar as the means of transportation initially planned for the return trip 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 the return trip.
- (d) A round-trip economy fare ticket as well as the usual fees and expenses for a qualified medical attendant *who is not a member of the family, a friend or a travelling companion.*
- (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 identify the deceased Insured before the remains are repatriated or to visit the Insured who is confined to hospital for at least 7 days. (It is not necessary to wait 7 days before leaving, but expenses will be reimbursed only if the Insured remains in hospital at least 7 days). The member of the immediate family will be insured for the eligible care and services indicated in "ELIGIBLE CARE AND SERVICE" of this certificate for the duration of the visit and up to 72 hours after the person visited has left the hospital.
- (f) Return of the vehicle used by the Insured if his/her health condition, certified by a physician, prevents him/her from driving his/her own vehicle himself/herself or that which he/she rented and if no other accompanying family member is able to do so. The vehicle may be returned by a commercial agency. *The maximum reimbursement is \$2,000*

*per certificate.* "Vehicle" means an automobile, a motorcycle, a motor home, or a small van or a pick-up truck with a maximum load capacity of 1,000 kg.

- (g) In the event of the Insured's death, the preparation and return of the Insured's mortal or cremated remains to his/ her place of residence by the most direct route (airplane, bus, boat, train) or the cost of cremation or burial where the death occurred, *up to a maximum of \$3,000. The cost of the coffin is not covered.*
- (4) LIVING EXPENSES: Reasonable living expenses incurred by the Insured who must delay his/her return due to an illness or a bodily injury sustained by the Insured himself/herself, an accompanying member of his/her immediate family or a travelling companion, as well as additional childcare costs for children not accompanying the Insured. The illness or injury must be certified by a physician. These expenses are reimbursable up to \$150 per day, subject to an overall maximum of \$1,500 per Insured.
- (5) DENTAL CARE: The treatment of natural and healthy teeth by a dentist, if there is an emergency due to an accident (direct, accidental blow to the mouth) up to a maximum of \$3,000 per trip, per Insured.

## **RESTRICTIONS**

- (1) Refer to the Table of Preexisting Medical Conditions on page 5.
- (2) During a hospitalization, the assistance service reserves the right to transfer the Insured to another hospital if there is no medical impediment to the transfer. The Insured ceases to be covered if he/she does not consent to the transfer.
- (3) The Insured who does not consent to a repatriation when recommended by the assistance service ceases to be covered for the illness or injury which makes the repatriation necessary, as well as for any other resulting or related condition [3] in paragraph "ELIGIBLE CARE AND SERVICE"].
- (4) Medical care and services must be prescribed by the attending physician in order to be eligible [2(a), (b), (c), (d) and (e) in paragraph "ELIGIBLE CARE AND SERVICE"].
- (5) The total cost of renting an item enumerated in Subsection 2(e) of "ELIGIBLE CARE AND SERVICE" must not exceed the item's purchase price.
- (6) The rate charged for private nursing care must not exceed that normally charged for the same service in the Insured's province of residence [2 (c) in paragraph "ELIGIBLE CARE AND SERVICE"].
- (7) In order to be eligible for reimbursement, the quantity of medication prescribed while the Insured is not hospitalized must not exceed a provision sufficient for 31 days [2 (d) in paragraph "ELIGIBLE CARE AND SERVICE"].
- (8) Unless otherwise indicated, transportation services must be approved and planned by the assistance service beforehand [3 in paragraph "ELIGIBLE CARE AND SERVICE"].
- (9) Transportation for a member of the immediate family who must identify the deceased Insured or visit the hospitalized Insured is covered provided the attending physician confirms that such a visit is necessary, insofar as the Insured was not accompanied by a family member 18 years of age or older [3 (e) in paragraph "ELIGIBLE CARE AND SERVICE"].
- (10) Transportation for a medical attendant is covered only if the attending physician confirms that such attendance is necessary [3 (d) in paragraph "ELIGIBLE CARE AND SERVICE"].
- (11) The Insured's vehicle must be in working order and must be able to make the return trip in order for the expenses incurred to be eligible [3 (f) in paragraph "ELIGIBLE CARE AND SERVICE"].
- (12) This coverage is subject to the general exclusions under "GENERAL EXCLUSIONS" of this certificate.
- (13) The Insurer is not responsible for the availability or the quality of medical and hospital services.
- (14) The amounts billed for all care or services enumerated in "ELIGIBLE CARE AND SERVICE" are reimbursed only if they do not exceed the reasonable and usual amounts normally charged for such care or services in the region where they are rendered.

## GENERAL EXCLUSIONS

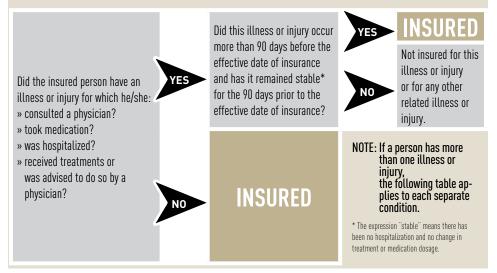
The Insurer will pay no benefits in the following cases:

- (1) if the trip is undertaken for one of the following purposes:
  - (a) in order to receive medical or paramedical treatments or hospital services, even if the trip is undertaken upon the recommendation of a physician;
  - (b) for the Insured's occupation (including training manoeuvres in the armed forces), except if the death or loss of use occurs or if expenses are incurred further to an event that arises during the course of a business meeting or during the Insured's travel to such a meeting;
- (2) for elective (non-emergency) treatment or surgery, meaning those which could have been provided in the Insured's province of residence without endangering his/her life or health, even where care is provided further to an emergency situation resulting from a sudden illness or an accident;
- (3) for expenses incurred for pregnancy, miscarriage, childbirth or their complications when such expenses are incurred within 60 days of the normal date of expected delivery;
- (4) for a death, a loss of use or expenses incurred as a direct or indirect result of an abusive consumption of medication, narcotics or alcohol; the abusive consumption of alcohol is that which results in an alcohol level of more than 80 mg per 100 ml of blood;
- (5) for any loss or expenses that result directly or indirectly from a self-inflicted injury or loss of use, suicide or attempted suicide, whether or not the Insured was aware of his/her actions;
- (6) for expenses covered by a government agency or another insurer, in accordance with the integration of benefits clause of the "INTEGRATION OF BENEFITS" paragraph;
- (7) for expenses related to hospital care which is excluded under the legislation or regulations governing the hospital insurance plan in the province of residence, when expenses are incurred for such care outside the province of residence;
- (8) for direct or indirect expenses related to mental, nervous, psychological or psychiatric disorders, unless these expenses are incurred while the Insured is hospitalized for a minimum of 24 hours;
- (9) for any accident resulting from an insurrection, a war or an act of war, whether or not war is declared, from the Insured's participation in a criminal act or even a riot if the riot occurs in a country which prompts the Government of Canada to recommend that Canadians not travel to this country before the date of beginning of the trip;
- (10) for any medical prescription, as well as for any medical or paramedical fees or expenses incurred by the Insured to obtain this prescription if it is identical or similar in effect to another medication already prescribed for a preexisting illness or injury from which the Insured suffered at the time of departure, even if the diagnosis for the new prescription differs from the previous diagnosis;
- (11) if an Insured refuses the medical treatment prescribed by the physician and approved by the assistance service when he/she suffers from an illness or is the victim of an accident and cannot be repatriated to his/her province of residence, he/she ceases to be covered for this illness or injury as well as for any subsequent related complications;
- (12) for any accident resulting from the Insured's participation in gliding, mountaineering, parachuting, bungee jumping or from participation in a motor vehicle race or participation as a professional in athletic or underwater activities;
- (13) for any accident or illness which occurs while the Insured is travelling with a commercial vehicle as a driver, a pilot, a crewmember or a non-paying passenger. This exclusion does not apply if the said vehicle is used solely as a private means of transportation during a vacation and if the vehicle is an automobile, a small van or pick-up truck with a maximum load capacity of 1,000 kilograms.

TABLE OF PREEXISTING MEDICAL CONDITIONS THIS TABLE APPLIES TO THE HOSPITAL, MEDICAL AND PARAMEDICAL INSURANCE.

## 65 YEARS AND UNDER : TRIP OF 31 DAYS OR LESS 66 TO 75 YEARS : TRIP OF 15 DAYS OR LESS

## DURING THE 90 DAYS PRIOR TO THE EFFECTIVE DATE OF INSURANCE



## DEFINITIONS

For the purposes of this certificate, the following terms are defined as follows:

**ACCIDENT**: any bodily injury certified by a physician, resulting directly and independently of any other cause, from sudden and unforeseen external causes. The accident must occur while the insurance is in force.

AGE: the age of the Insured on the effective date of the Hospital, Medical and Paramedical insurance.

BUSINESS MEETING: private meeting organized in advance as part of the Insured's full-time occupation or profession.

CARDHOLDER: a physical person who holds the Laurentian Bank VISA Gold credit card issued in his/her name.

**DEPENDENT CHILD**: any unmarried child of the Insured or of his/her spouse who is under 18 years of age, or 24 years of age or under if he/she is a full-time student at an educational institution recognized by government education authorities.

**EXTENDED COVERAGE**: for the purposes of this hospital, medical and paramedical insurance certificate, the term "extended coverage" is used indistinctively for the purchase of additional hospital, medical and paramedical insurance coverage under another travel insurance contract offered or approved by the Insurer.

HOSPITAL: a facility licensed as a hospital under legislation in effect in the country where it is located.

**ILLNESS**: a serious disturbance in the normal state of the organs or functions of the human body which occurs suddenly and unforeseeably and which requires immediate emergency care. An illness must be certified by a physician to be recognized for the purpose of this certificate.

**INSURED**: the Main Insured, his/her spouse or a dependent child covered by the insurance.

**LAURENTIAN BANK VISA GOLD CREDIT CARD**: a VISA credit card in good standing, meaning in full compliance with all of the provisions of the cardholder agreement between the Bank and the cardholder, and issued by Laurentian Bank to preferential customers and which bears the mention "Gold".

LIVING EXPENSES: expenses for meals and lodging, as well as for telephone calls and errands by taxi that are deemed essential. MEMBER OF THE FAMILY: members of the immediate family as well as the step-father, step-mother, father-in-law, motherin-law, grandparents, grandchildren, half-brothers, half-sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews and nieces of the Insured.

MEMBER OF THE IMMEDIATE FAMILY: the spouse, son, daughter, father, mother, brother or sister of the Insured.

NURSE: a person legally authorized to practice the nursing profession in the region where care is provided.

PHYSICIAN: a person legally authorized to practice medicine in the region where medical care is provided.

**PROVINCE**: 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 EXPENSES: expenses based on the regular rates for the region where the care is provided.

**SPOUSE**: the wife or husband of the Insured or the person who has lived as husband or wife with the Insured for at least one year without interruption and without a separation of more than 90 days.

**TRAVELLING COMPANION**: a person aged between 18 and 75 years who shares travel arrangements with the Insured (up to a maximum of 4 people including the Insured).

**TRIP**: any fixed period (less than 182 days or 365 days subject to certain conditions) that an Insured spends outside his/her province of residence.

## INTEGRATION OF BENEFITS

The benefits payable under the present certificate shall be reduced, in accordance with the order of payment determined below, in such a way that, added to the benefits provided for under any other insurance plan (private or public), the benefits do not exceed the expenses actually incurred.

The expenses insured under another insurance plan include those that would have been payable if a claim in due form had been filed with the other insurer as though the latter was the sole insurer of the Insured.

The order of benefit payment is determined as follows:

- (1) an insurance plan that does not include an integration of benefits clause becomes the main payor with respect to the Insured;
- (2) when the priority of payment order cannot be determined by Subsection (1) above, the benefits must be divided pro rata between the plans according to the amounts that should have been paid under each plan.

## **RESTRICTIONS**

The Insurer shall not pay the sums provided for under this certificate if the Insured refuses to disclose information, or refuses to allow the Insurer to use such information, concerning other insurance plans under which the Insured is also covered for one or another of the coverages offered under this certificate.

## EXTENDED COVERAGE

For trips exceeding the maximum coverage (15 days for clients aged between 66 and 75, and 31 days for clients aged 65 or under) or for persons over the age of 75, the Industrial Alliance may, *"under certain conditions"*, offer you a travel insurance product suited to your needs for the portion of your trip in excess of the period covered by the Laurentian Bank VISA Gold credit card.

These conditions will be explained to you when you contact the insurer to obtain extended coverage. <u>"Please take note</u> that if the Insured does not meet the insurer's conditions, whether because of his/her state of health or for any other reason, he/she will not be able to obtain extended coverage".

- (a) The application for extended coverage and the premium payment must reach the Insurer before the expiry date of the certificate.
- (b) The duration of the insured trip and of all the extensions must not exceed 182 days (or 365 days subject to certain conditions set by the Insurer and subject to the approval of the organization governing the health insurance plan of the Insured's province of residence before departure).
- (c) When extended coverage is requested before the beginning of the trip, the exclusions for preexisting medical conditions (refer to the table on page 5) apply according to the Insured's age and the total duration of the planned trip at the time of departure.
- (d) When extended coverage is requested during the trip, the exclusions for preexisting medical conditions (refer to the table on page 5) apply once again on the date on which the extended coverage begins, according to the Insured's age on that date and the total duration of the trip.

For further information, contact Industrial Alliance toll-free at one of the following numbers:

CANADA AND UNITED STATES	1-877-287-8334 (TOLL-FREE)
OTHER COUNTRIES	514-286-8301 (COLLECT)

#### AUTOMATIC EXTENDED COVERAGE

Insurance coverages will be automatically extended free of charge:

- (a) for 24 hours if a return is postponed due to a delay of the carrier with which the Insured is scheduled to travel as a paying passenger, or further to a traffic accident or mechanical failure;
- (b) while the Insured is hospitalized and until his/her return, provided the return was delayed due to the Insured's hospitalization and the certificate expires after he/she is admitted to hospital; extended coverage is granted for a maximum of 72 hours after the end of hospitalization;
- (c) while a living allowance is being paid to the Insured and until his/her return, provided the return was delayed due to an illness or an accident that is covered by this certificate; extended coverage is granted for a maximum of 72 hours after the end of living allowance payments.

## SUBROGATION

The Insurer automatically acquires the Insured's right of action against the author (natural person or corporate body) of a damage, up to the amount of benefits paid. The Insurer may, at its own expense, bring suit on behalf of the Insured.

## CURRENCY

All sums of money in the present certificate are in Canadian currency. Claims under this insurance are payable in Canadian currency at the rate of exchange in effect on the date of payment.

#### PAYMENT OF BENEFITS

Benefits are payable by cheque upon assessment of the supporting documents and related information. Cheques are made payable to the Main Insured. If the Main Insured is deceased, the amount of insurance purchased shall be paid to his/her legal heirs.

## CLAIMS

Unless stipulated otherwise in the certificate, all claims must be filed with the Insurer during the 365 days following

the date of the event giving rise to the claim. Evidence and information as complete as possible regarding the event and resulting expenses or losses must accompany the claim or be forwarded to the Insurer within 90 days of the date such claim is filed with the Insurer.

For claims, dial one of the following numbers:

#### CANADA AND UNITED STATES 1-877-287-8334 (TOLL-FREE) OTHER COUNTRIES 514-286-8301 (COLLECT)

## EXAMINATION RIGHT

The Insurer reserves the right to have the Insured examined by a physician of its choice when a claim is filed.

## ASSIGNMENT

The rights conferred under this certificate cannot be assigned.

## NULLITY OF THE INSURANCE

Any false statement or concealment by the Insured, whether fraudulent or not, concerning a fact or a circumstance known by him/her and related to the risk or claim, as well as any refusal to disclose information that the Insurer deems essential will result, upon the Insurer's request, in the nullity of the insurance.

## NOTICE REGARDING THE ESTABLISHMENT OF A PERSONAL INFORMATION FILE

The personal information that Industrial Alliance holds or will hold regarding you is treated confidentially and will be maintained in a file, the purpose of which is to allow you to benefit from the various financial, insurance, annuity, credit and other services that the company offers. The information will be consulted only by the personnel at Industrial Alliance who must do so in order to exercise their functions.

You may access your file and rectify the information therein if you prove that the information is incorrect, incomplete, ambiguous, out of date or not necessary, in such a case, you must send a written request to the head office of Industrial Alliance, to the attention of the person in charge of access to information.

Industrial Alliance may constitute a list of its clients for the purpose of commercial or philanthropic prospection. However, you have the right to require the company to remove your name from such a list by sending a written notice to the head office of Industrial Alliance, to the attention of the person in charge of access to information.

## AUTHORIZATION WITH RESPECT TO THE COLLECTION AND DISCLOSURE OF PERSONAL INFORMATION TO A THIRD PARTY

Unless you inform the Industrial Alliance to the contrary, in writing, it shall be understood that in the event of death, the insured persons give their express authorization to their beneficiaries, heirs or liquidator of the estate to provide the Industrial Alliance or its reinsurers all the information or authorizations required to assess claims and obtain supporting documents. In the event that we receive such a notice, the insurance will terminate automatically.

This authorization is also valid for the collection, use and communication of personal information concerning dependent children insured under the insurance contract.

## ASSISTANCE SERVICE

Laurentian Bank VISA Gold credit card offers you an assistance service available 24 hours a day whenever you are travelling outside your province of residence. The assistance service is available to any Insured for the duration of the trip described in the application for insurance. The telephone numbers to dial in case of emergency are indicated below. The

following main services are offered:

- » 24-hour telephone assistance, free of charge;
- » referral to physicians or health care facilities;
- » assistance for hospital admission;
- » cash advances to the hospital when required by the facility;
- » repatriation of the Insured to his/her city of residence, as soon as his/her state of health allows the repatriation;
- » settlement of formalities in the case of death;
- » repatriation of the Insured's children if the Insured cannot be moved;
- » delivery of medical assistance and medication if an Insured is too far from health care facilities to be transported to them;
- » arrangements necessary to send for a member of the immediate family if the Insured must be confined to hospital at least 7 days and if prescribed by the physician;
- » transmittal of messages to the insured's family or friends in the event of an emergency;
- » in the case of loss or theft of ticket(s), identification papers or official documents, assistance in obtaining temporary papers in order to continue the trip;
- » assistance in finding or replacing lost or stolen baggage (in the event of language difficulties);
- » prior to departure, information on passports, visas and the vaccinations required in the countries of destination;
- » referral to lawyers if legal problems arise.

# The Insured, or any person accompanying the Insured if the latter is unable to do so, must immediately contact the assistance service for approval when the Insured must seek hospital, medical and paramedical services outside of his/her province of residence (refer to paragraph «ELIGIBLE CARE AND SERVICES»).

In case of emergency, dial one of the following numbers:

CANADA AND UNITED STATES	1-877-287-8334 (TOLL-FREE)
OTHER COUNTRIES	514-286-8301 (COLLECT)

#### Policy Number: 09100

#### INDUSTRIAL ALLIANCE LIFE INSURANCE COMPANY

#### (hereinafter referred to as the Insurer),

certifies that a group insurance policy was issued to Laurentian Bank of Canada and that this policy insures the Laurentian Bank VISA Gold cardholder, hereinafter referred to as the Main Insured, as well as his/her spouse and dependent children under the Trip cancellation insurance and undertakes to pay the benefits provided for in the policy.

#### Consult the "TABLE OF PREEXISTING MEDICAL CONDITIONS" on page 14. Don't forget to bring your "Quickfacts card", while travelling outside your province of residence.

#### ELIGIBILITY FOR INSURANCE

The cardholder is eligible for coverage as of the effective date of the policy or at the date a person becomes a Laurentian Bank VISA Gold cardholder, the latest of the two, and remains insured as long as the person is a Laurentian Bank VISA Gold cardholder and the contract is effective.

#### **INSURANCE COVERAGE**

The eligible Main Insured and his/her spouse are covered by the insurance when the Main Insured uses his/her Laurentian Bank VISA Gold credit card to pay for himself/ herself and for his/her spouse one of the following expenses related to a trip outside his/her province of residence in Canada:

(a) a public means of transportation;

(b) a stay in a hotel or in another lodging facility;

(c) a package deal;

(d) a short-term car rental.

Their dependent children are also covered *if they accompany the Main Insured or his/her spouse for the entire duration of the trip and if the cost of at least one of the aforementioned travel expenses is paid with the Main Insured's Laurentian Bank VISA Gold credit card.* The amount of benefits is determined according to the amount of travel expenses paid with the Laurentian Bank VISA Gold credit card, as stipulated in "BENEFITS".

#### EFFECTIVE DATE OF INSURANCE

The trip cancellation insurance becomes effective on the date on which the Insured is covered. When the cardholder wishes to obtain extended coverage in addition to the basic coverage provided by this insurance, the application must be made to the Insurer *within 72 hours* of the purchase, with the Laurentian Bank VISA Gold credit card, of one of the articles enumerated in "INSURANCE COVERAGE".

#### **TERMINATION OF INSURANCE**

The insurance shall terminate on the earliest of the following dates:

(a) the date on which occurs the event giving rise to the cancellation of the trip prior to the scheduled departure;

(b) the actual date of return to the province of residence;

(c) the date of return indicated on the round-trip transportation ticket prepaid with the Laurentian Bank VISA Gold credit card.

## INSURED RISKS

Cancellation insurance allows the Insured to obtain reimbursement of costs prepaid with his/her Laurentian Bank VISA Gold credit card or of additional costs which must be incurred if the trip is cancelled or interrupted under one of the circumstances listed below.

- (a) The Insured or a member of the Insured's family becomes ill, sustains an accident or dies.
- (b) The travelling companion or a member of the travelling companion's family becomes ill, sustains an accident or dies. If several people are travelling together, only 3 Insureds 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 destination is hospitalized or dies. A key employee is an employee who plays an essential role in the smooth functioning of the company or the institution for which he/she works, together with the Insured, and whose absence puts the main activities of the company or institution at risk.
- (d) The Insured must serve jury duty, is subpoenaed as a witness in a case that will be heard during the trip or is quarantined, or the aircraft aboard which the Insured is travelling is hijacked.
- (e) The Insured must relocate his/her principal residence a minimum of 160 kilometers during the 30 days prior to the date of the insured trip as a result of a transfer by the employer for whom he/she was working on the date of the purchase of the airline ticket or package deal from an authorized agency.
- (f) A disaster renders the principal residence of the Insured uninhabitable or causes significant damage to his/her business establishment.
- (g) A business meeting which the Insured must attend is cancelled further to the hospitalization or death of the person with whom the business arrangements for the meeting had previously been made; *the reimbursement is limited to transportation expenses and a maximum of 3 days of lodging.*
- (h) A natural catastrophe or violence in a country (the Insured's original destination) which prompts the Government of Canada to recommend that Canadians not travel to this country after the date on which the transportation tickets or the package trip are purchased.
- (i) A person for whom the Insured is the legal guardian becomes ill, sustains an accident or dies.
- (j) A person for whom the Insured is the estate executor dies.
- (k) The supplier of travel services defaults or becomes insolvent.
- (I) The company that employs the Insured experiences a strike, a lock-out or bankruptcy or the Insured involuntarily loses his/her permanent employment (see "DEFINITIONS"), provided he/she has been actively working for the employer for more than one year and had no reason to believe that he/she could lose the said employment in the days following the purchase of the trip.

## BENEFITS

(1) IF CANCELLATION OCCURS BEFORE THE DEPARTURE DATE

The Insurer will pay benefits, up to \$2,000 per trip, per insured, equal to the following costs:

- (a) the non-refundable portion of the travel arrangement costs prepaid with the Laurentian Bank VISA Gold credit card,
- (b) the extra cost incurred because the travelling companion must cancel his/her trip due to one of the Risks Insured under "INSURED RISKS", and the Insured elects, with one less travelling companion, to travel as originally planned.

## (2) IF THE DEPARTURE IS DELAYED OR A CONNECTING CARRIER MISSED

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

(a) the extra cost of a one-way economy fare ticket by the most direct route to the planned destination insofar as the Main Insured purchased a round-trip ticket with the Laurentian Bank VISA Gold credit card, in the event of a missed connection due to delay of connecting carrier (airline, bus, boat, train, taxi or limousine) and if the delay is due to weather conditions or mechanical failure or, in the case of a private automobile, if the delay is due to a traffic accident or an emergency road closure (substantiated by a police report). *In all cases, the Insured must have planned to be at the departure point at least 2 hours prior to scheduled departure time*;

- (b) the non-refundable unused portion of the travel costs prepaid with the Laurentian Bank VISA Gold credit 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 elects not to proceed on his/her trip;
- (c) the extra cost of a one-way economy fare ticket for a scheduled carrier by the most direct route to join his/her group for the remainder of the trip, *insofar as the Main Insured purchased a round-trip ticket with the Laurentian Bank VISA Gold credit card*, in the event the Insured must delay his/her departure due to an illness or a bodily injury suffered by himself/herself or his/her travelling companion.

#### (3) IN THE EVENT OF 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:

- (a) the extra cost of a one-way economy fare ticket by the most direct route for the return trip to the departure point, insofar as the Main Insured purchased a return ticket with the Laurentian Bank VISA Gold credit card. However if the Insured's return is delayed due to an illness or bodily injury by more than 7 days beyond the planned return date, the benefit provided for the return trip will be payable only upon presentation of proof of the Insured's hospitalization;
- (b) the unused non-refundable portion of the *land travel arrangements* (hotel reservation, car rental, etc.) paid with the Laurentian Bank VISA Gold credit card.

## (4) DEFAULT OF A TRAVEL SERVICE SUPPLIER

Subject to Subsections (a) and (b) below, the Insurer covers the financial loss due to the default of the supplier up to a maximum of \$2,000 per Insured, subject to subrogation in favour of the Insurer for any amount thus paid.

- (a) If the default occurs before departure, the Insurer reimburses the non-refundable sums paid in advance with the Laurentian Bank VISA Gold credit card for the planned trip.
- (b) If the default occurs after departure, the Insurer reimburses the non-refundable, unused portion of the sums *paid in advance with the Laurentian Bank VISA Gold credit card for the trip*.

## **RESTRICTIONS**

## (1) Refer to the Table of Preexisting Medical Conditions on page 14.

- (2) In the event of a default by the travel service supplier, the Insurer's liability is limited to \$500,000 for all claims resulting from the default of a same travel service supplier, regardless of which, and to \$1,000,000 for all claims resulting from the default of all travel service suppliers per calendar year (refer to (4) in "BENEFITS").
- (3) In the event of cancellation before departure, the trip must be cancelled with the travel agency or the carrier concerned on the day of the event giving rise to the cancellation, or on the next business day if it is a statutory holiday, and the Insurer's benefits department must be notified at the same time. The Insurer's liability is limited to the cancellation expenses stipulated in the travel contract on the date of the event giving rise to the cancellation or the next business day if the event occurs on a statutory holiday (refer to (1) in "BENEFITS").
- (4) The assistance service must be contacted when expenses are incurred under the cancellation insurance after the date of departure of the Insured. Moreover, in the event of death, the return must be approved and planned by the assistance service.
- (5) This insurance is subject to the general exclusions under "GENERAL EXCLUSIONS" of this certificate.

## GENERAL EXCLUSIONS

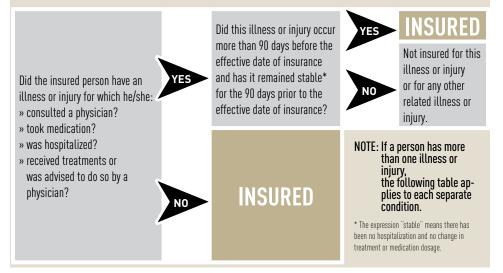
The Insurer will pay no benefits in the following cases:

- (1) if the trip is undertaken for one of the following purposes:
  - (a) in order to receive medical or paramedical treatments or hospital services, even if the trip is undertaken upon the recommendation of a physician;
  - (b) for the Insured's occupation (including training manoeuvres in the armed forces), except if the death or loss of use occurs or if expenses are incurred further to an event that arises during the course of a business meeting or during the Insured's travel to such a meeting;
- (2) for expenses incurred for pregnancy, miscarriage, childbirth or their complications when such expenses are incurred within 60 days of the normal date of expected delivery;
- (3) for a death or expenses incurred as a direct or indirect result of an abusive consumption of medication, narcotics or alcohol; the abusive consumption of alcohol is that which results in an alcohol level of 80 mg or more per 100 ml of blood;
- (4) for any loss or expenses that result directly or indirectly from a self-inflicted injury or loss of use, suicide or attempted suicide, whether or not the Insured was aware of his/her actions;
- (5) for direct or indirect expenses related to mental, nervous, psychological or psychiatric disorders, unless these expenses are incurred while the Insured is hospitalized for a minimum of 24 hours;
- (6) for any accident resulting from an insurrection, a war or an act of war, whether or not war is declared, from the Insured's participation in a criminal act or even a riot if the riot occurs in a country which prompts the Government of Canada to recommend that Canadians not travel to this country before the date of beginning of the trip;
- (7) if an Insured refuses the medical treatment prescribed by the physician and approved by the assistance service when he/she suffers from an illness or is the victim of an accident and cannot be repatriated to his/her province of residence, he/she ceases to be covered for this illness or injury as well as for any subsequent related complications;
- (8) if the purpose of the trip is to visit or attend a sick or injured person and the medical condition or subsequent death of this person results in the trip's cancellation or an early or delayed return;
- (9) if, on the date of insurance enrolment, the Insured knew of a reason that would prevent him/her from undertaking or completing the planned trip;
- (10) for any accident resulting from the Insured's participation in gliding, mountaineering, parachuting, bungee jumping or from participation in a motor vehicle race or participation as a professional in athletic or underwater activities;
- (11) when the reason put forward does not prevent, beyond any reasonable doubt, the Insured from undertaking or completing the planned trip;
- (12) for any accident or illness which occurs while the Insured is travelling with a commercial vehicle as a driver, a pilot, a crewmember or a non-paying passenger. This exclusion does not apply if the said vehicle is used solely as a private means of transportation during a vacation and if the vehicle is an automobile, a small van or pick-up truck with a maximum load capacity of 1,000 kilograms.

## TABLE OF PREEXISTING MEDICAL CONDITIONS THIS TABLE APPLIES TO THE TRIP CANCELLATION INSURANCE.

# **NO AGE LIMIT**

## DURING THE 90 DAYS PRIOR TO THE EFFECTIVE DATE OF INSURANCE



## DEFINITIONS

For the purposes of this policy, the following terms are defined as follows:

**ACCIDENT**: any bodily injury certified by a physician, resulting directly and independently of any other cause, from sudden and unforeseen external causes. The accident must occur while the insurance is in force.

AGE: the age of the Insured on the effective date of the Trip Cancellation coverage.

BUSINESS MEETING: private meeting organized in advance as part of the Insured's full-time occupation or profession.

**CARDHOLDER**: a physical person who holds the Laurentian Bank VISA Gold credit card issued in his/her name and for whom the annual user fee has been paid.

**DEFAULT**: the voluntary or involuntary insolvency or bankruptcy of the travel service supplier, which prevents the Insured from benefitting from the travel arrangements and which exposes the latter to financial loss.

**DEPENDENT CHILD**: any unmarried child of the Insured or of his/her spouse who is under 18 years of age, or 24 years of age or under if he/she is a full-time student at an educational institution recognized by government education authorities.

**EXTENDED COVERAGE**: for the purpose of this the Laurentian Bank VISA Gold trip cancellation insurance certificate, the term "extended coverage" is used indistinctively for the purchase of additional travel insurance coverage under another travel insurance contract offered or approved by the Insurer.

FINANCIAL LOSS: the loss of sums which are paid for travel arrangements to the travel service supplier which the latter cannot provide due to default and which were not or will not be reimbursed to the Insured by the travel service supplier or by

any fund provided for or set up by government authorities for this purpose.

**ILLNESS**: a serious disturbance in the normal state of the organs or functions of the human body which occurs suddenly and unforeseeably and which requires immediate emergency care. An illness must be certified by a physician to be recognized for the purpose of this policy.

**INSURED**: the Main Insured, his/her spouse or a dependent child covered by the insurance.

**LAURENTIAN BANK VISA GOLD CREDIT CARD**: a VISA credit card issued in good standing, meaning in full compliance with all of the provisions of the cardholder agreement between the Bank and the cardholder, and issued by Laurentian Bank to preferential customers and which bears the mention "Gold".

**MEMBER OF THE FAMILY**: members of the immediate family as well as the step-father, step-mother, father-in-law, motherin-law, grandparents, grandchildren, half-brothers, half-sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews and nieces of the Insured.

MEMBER OF THE IMMEDIATE FAMILY: the spouse, son, daughter, father, mother, brother or sister of the Insured.

**PERMANENT EMPLOYMENT**: non-seasonal employment under a contract of unlimited duration and which requires that the person work a minimum of 25 hours per week.

**PROVINCE**: 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.

**SHORT-TERM RENTAL CAR**: an automobile, a motor home or a light truck with a maximum load capacity of 1,000 kg rented from a company licensed to rent cars on a short-term basis. During a trip, an automobile acquired under a buy-sell plan is considered as a short-term rental car. Under no circumstances can the duration of the rental exceed 31 days.

**SPOUSE**: the wife or husband of the Insured or the person who has lived as husband or wife with the Insured for at least one year without interruption and without a separation of more than 90 days.

**TRAVELLING COMPANION**: a person aged 18 or over who shares travel arrangements with the Insured (up to a maximum of 4 people including the Insured).

**TRAVEL SERVICE SUPPLIER**: a travel agency, a travel wholesaler, a package-deal trip organizer or an airline company that has a valid Canadian Air Transport Board license, as well as a valid operating certificate issued by the Canadian Ministry of Transportation. The organization must have a place of business in Canada.

**TRIP**: any fixed period (less than 182 days or 365 days subject to certain conditions) that an Insured spends outside his/her province of residence.

## INTEGRATION OF BENEFITS

The benefits payable under the present policy shall be reduced, in accordance with the order of payment determined below, in such a way that, added to the benefits provided for under any other insurance plan (private or public), the benefits do not exceed the expenses actually incurred.

The expenses insured under another insurance plan include those that would have been payable if a claim in due form had been filed with the other insurer as though the latter was the sole insurer of the lnsured.

The order of benefit payment is determined as follows:

(1) an insurance plan that does not include an integration of benefits clause becomes the main payor with respect to the Insured;

(2) when the priority of payment order cannot be determined by Subsection (1) above, the benefits must be divided pro rata between the plans according to the amounts that should have been paid under each plan.

## RESTRICTIONS

The Insurer shall not pay the sums provided for under this policy if the Insured refuses to disclose information, or refuses to allow the Insurer to use such information, concerning other insurance plans under which the Insured is also covered for one or another of the coverages offered under this policy.

#### **SUBROGATION**

The Insurer automatically acquires the Insured's right of action against the author (natural person or corporate body) of a damage, up to the amount of benefits paid. The Insurer may, at its own expense, bring suit on behalf of the Insured.

## CURRENCY

All sums of money in the present certificate are in Canadian currency. Claims under this insurance are payable in Canadian currency at the rate of exchange in effect on the date of payment.

#### PAYMENT OF BENEFITS

Benefits are payable by cheque upon assessment of the supporting documents and related information. Cheques are made payable to the Main Insured. If the Main Insured is deceased, the amount of insurance purchased shall be paid to his/her legal heirs.

## CLAIMS

Unless stipulated otherwise in the certificate, all claims must be filed with the Insurer during the 365 days following the date of the event giving rise to the claim. Evidence and information as complete as possible regarding the event and resulting expenses or losses must accompany the claim or be forwarded to the Insurer within 90 days of the date such claim is filed with the Insurer.

To claim trip cancellation insurance benefits, the Insured must provide the following documents to substantiate the claim:

- (a) unused transportation tickets;
- (b) official receipts for return trip travel expenses (other than those for the originally scheduled return trip);
- (c) receipts for land travel arrangements: receipts must include official contracts issued by a travel agent or an authorized company and indicate the non-refundable amounts in the event of cancellation;
- (d) official documents which attest to the cause of cancellation; if cancellation is due to medical reasons, the Insured must supply a medical certificate completed by the attending physician practicing in the location where the accident or illness occurred. The medical certificate must state the complete diagnosis and specify the reasons which required the trip's cancellation.

For claims, dial one of the following numbers:

CANADA AND UNITED STATES	1-877-287-8334 (TOLL-FREE)
OTHER COUNTRIES	514-286-8301 (COLLECT)

## EXAMINATION RIGHT

The Insurer reserves the right to have the Insured examined by a physician of its choice when a claim is filed.

## **ASSIGNMENT**

The rights conferred under this certificate cannot be assigned.

## NULLITY OF THE INSURANCE

Any false statement or concealment by the Insured, whether fraudulent or not, concerning a fact or a circumstance known by him/her and related to the risk or claim, as well as any refusal to disclose information that the Insurer deems essential will result, upon the Insurer's request, in the nullity of the insurance.

## ASSISTANCE SERVICES

The assistance service is available to any Insured for the duration of the trip. The telephone numbers to dial in case of emergency are indicated below. The following main services are offered:

» repatriation of the Insured to his/her city of residence, as soon as his/her state of health allows the repatriation;

- » in the case of loss or theft of ticket(s), identification papers or official documents, assistance in obtaining temporary papers in order to continue the trip;
- » arrangements necessary to send for a member of the immediate family if the Insured must be confined to hospital at least 7 days and if prescribed by the physician;

In case of emergency, dial one of the following numbers:

## CANADA AND UNITED STATES 1-877-287-8334 (TOLL-FREE) OTHER COUNTRIES 514-286-8301 (COLLECT)

## NOTICE REGARDING THE ESTABLISHMENT OF A PERSONAL INFORMATION FILE

The personal information that Industrial Alliance holds or will hold regarding you is treated confidentially and will be maintained in a file, the purpose of which is to allow you to benefit from the various financial, insurance, annuity, credit and other services that the company offers. The information will be consulted only by the personnel at Industrial Alliance who must do so in order to exercise their functions.

You may access your file and rectify the information therein if you prove that the information is incorrect, incomplete, ambiguous, out of date or not necessary.

In such a case, you must send a written request to the head office of Industrial Alliance, to the attention of the person in charge of access to information.

Industrial Alliance may constitute a list of its clients for the purpose of commercial or philanthropic prospection. However, you have the right to require the company to remove your name from such a list by sending a written notice to the head office of Industrial Alliance, to the attention of the person in charge of access to information.

#### AUTHORIZATION WITH RESPECT TO THE COLLECTION AND DISCLOSURE OF PERSONAL INFORMATION TO A THIRD PARTY

Unless you inform the Industrial Alliance to the contrary, in writing, it shall be understood that in the event of death, the insured persons give their express authorization to their beneficiaries, heirs or liquidator of the estate to provide the Industrial Alliance or its reinsurers all the information or authorizations required to assess claims and obtain supporting documents.

In the event that we receive such a notice, the insurance will terminate automatically.

This authorization is also valid for the collection, use and communication of personal information concerning dependent children insured under the insurance contract.

Policy Number: 09300

#### INDUSTRIAL ALLIANCE LIFE INSURANCE COMPANY (hereinafter referred to as the Insurer)

certifies that a group insurance policy was issued to Laurentian Bank of Canada and that this policy insures the Laurentian Bank VISA Gold cardholder, hereinafter referred to as the Main Insured, as well as his/her spouse and dependent children under the Delayed Baggage insurance and undertakes to pay the benefits provided for in the policy.

#### ELIGIBILITY FOR INSURANCE

The Main Insured is eligible for insurance coverage for as long as he/she is a cardholder and for as long as the insurance contract between Laurentian Bank and the Insurer is in effect. The spouse and dependent children of any eligible Main Insured are also eligible for insurance coverage.

#### **INSURANCE COVERAGE**

The eligible Main Insured and his/her spouse are automatically covered by the insurance when he/she purchases a roundtrip plane ticket for himself/herself and for his/her spouse with his/her Laurentian Bank VISA Gold credit card. His/her spouse and dependent children are also covered <u>if they accompany the cardholder or his/her spouse for the</u> <u>complete duration of the trip</u> and if their plane tickets were paid with the Main Insured's Laurentian Bank VISA Gold credit card.

#### BEGINNING AND TERMINATION OF THE BAGGAGE INSURANCE

Baggage insurance becomes effective as soon as the baggage of the Insured is registered with the airline carrier and terminates at the end of the delivery of the registered baggage at the normal destination of the flight.

Even if the contract terminates, the Insured who has met the eligibility conditions for insurance will remain insured until the termination of the insurance which he/she has obtained.

#### RISKS INSURED (LATE BAGGAGE)

If during the trip the arrival of the registered baggage with the airline carrier is delayed for more than twelve hours, before the return to the trip's point of departure, the Insured is entitled to a reimbursement, for absolutely essential toiletries and clothing; in cases where the delay is between 12 hours and 72 hours the maximum reimbursement is \$200, and \$500 where the delay is more than 72 hours. The expenses must be incurred within 4 days of arrival at the destination and before the delivery of the baggage by the airline carrier. A proof of registered baggage delay by the airline carrier and purchase receipts must support the claim.

All the expenses reimbursed to the Main Insured, his/her spouse and their dependent children cannot, at any time, exceed \$1,000 in cases where the delay is between 12 hours and 72 hours or \$2,500 where the delay is more than 72 hours.

These maximums apply to all the losses sustained by the persons insured, regardless of the number of credit cards issued to those persons.

## EXCLUSIONS

Delayed baggage insurance does not cover:

- (a) animals, trailers, boats, motors, aircrafts or other conveyances or their appurtenances, furniture and furnishings, dental and limb prostheses, contact lenses, eyeglasses, hearing aids, money, securities and documents, professional or occupational supplies or property, antiques and collectors' items, property illegally acquired, kept, stored or transported;
- (b) a delay or the loss of non-registered baggage in accordance with the basic rules published by the airline carrier or when there is not enough time to legally change the flight according to the airline carrier's rules;
- (c) the purchase of essential items insured under a contract issued by another insurer, in accordance with the integration of benefits clause as provided for under paragraph "INTEGRATION OF BENEFITS";
- (d) the purchase of essential items for which the insured person may request compensation from the carrier;
- (e) the delay or the loss of registered baggage occurring upon return to the point of departure of the Insured;
- (f) any accident resulting from an insurrection, a war or an act of war, whether or not war is declared, from the Insured's participation in a criminal act or a riot if the riot occurs in a country that the Government of Canada advised Canadians against visiting before the trip's date of departure;
- (g) the expenses payable by any other private insurance plan.

## PAYMENT OF BENEFITS

Benefits are payable by cheque upon assessment of the supporting documents and related information. Cheques are made payable to the Main Insured. If the Main Insured is deceased, the amount of insurance purchased shall be paid to his/her legal heirs.

## CLAIMS PROCEDURE

The Insured shall notify the Insurer as promptly as possible, take all reasonable precautions to protect, save and/or recover the property and also obtain corroborating documentary evidence as to the baggage delay, such as a statement by the airline company's representatives. The Insured shall also provide proof of the purchases accompanied by a statement under oath within 90 days of the date of loss. The Insurer shall have the option to examine the items purchased for appraisal.

Failure by the Insured to comply with these conditions may result in the refusal of the claim under this insurance.

To file a claim, dial one of the following numbers:

CANADA AND UNITED STATES1-877-287-8334 (TOLL-FREE)OTHER COUNTRIES514-286-8301 (COLLECT)

#### DEFINITIONS

AGE: the age of the Insured on effective date of the Delayed Baggage Insurance.

**AIRLINE CARRIER**: any means of transportation operated under a license by a carrier authorized by competent authorities to transport passengers.

CARDHOLDER: a physical person who holds the Laurentian Bank VISA Gold credit card issued in his/her name.

**DEPENDENT CHILD**: any unmarried child of the Insured or of his/her spouse who is under 18 years of age, or 24 years of age or under if he/she is a full-time student at an educational institution recognized by government education authorities. **INSURED**: the Main Insured, his/her spouse or a dependent child covered by the insurance.

**LAURENTIAN BANK VISA GOLD CREDIT CARD**: a VISA credit card in good standing, meaning in full compliance with all of the provisions of the cardholder agreement between the Bank and the cardholder, and issued by Laurentian Bank to preferential customers and which bears the mention "Gold".

**SPOUSE**: the wife or husband of the Insured or the person who has lived as husband or wife with the Insured for at least one year without interruption and without a separation of more than 90 days.

**TRIP**: any fixed period (less than 182 days or 365 days subject to certain conditions) that an Insured spends outside his/her province of residence.

## INTEGRATION OF BENEFITS

The benefits payable under the present certificate shall be reduced, in accordance with the order of payment determined below, in such a way that, added to the benefits provided for under any other insurance plan (private or public), the benefits do not exceed the expenses actually incurred.

The expenses insured under another insurance plan include those that would have been payable if a claim in due form had been filed with the other insurer as though the latter was the sole insurer of the Insured.

The order of benefit payment is determined as follows:

(1) an insurance plan that does not include an integration of benefits clause becomes the main payor with respect to the Insured;

(2) when the priority of payment order cannot be determined by Subsection (1) above, the benefits must be divided pro rata between the plans according to the amounts that should have been paid under each plan.

## RESTRICTIONS

The Insurer shall not pay the sums provided for under this certificate if the Insured refuses to disclose information, or refuses to allow the Insurer to use such information, concerning other insurance plans under which the Insured is also covered for one or another of the coverages offered under this certificate.

#### SUBROGATION

The Insurer automatically acquires the Insured's right of action against the author (natural person or corporate body) of a damage, up to the amount of benefits paid. The Insurer may, at its own expense, bring suit on behalf of the Insured.

## CURRENCY

All sums of money in the present certificate are in Canadian currency. Claims under this insurance are payable in Canadian currency at the rate of exchange in effect at the date of payment.

#### ASSIGNMENT

The rights conferred under this certificate cannot be assigned.

## NULLITY OF THE INSURANCE

Any false statement or concealment by the Insured, whether fraudulent or not, concerning a fact or a circumstance known by him/her and related to the risk or claim, as well as any refusal to disclose information that the Insurer deems essential will result, upon the Insurer's request, in the nullity of the insurance.

#### Policy Number: 09200

#### INDUSTRIAL ALLIANCE LIFE INSURANCE COMPANY (hereinafter referred to as the Insurer)

certifies that a group insurance policy was issued to Laurentian Bank of Canada and that this policy insures the Laurentian Bank VISA Gold cardholder, hereinafter referred to as the Main Insured, as well as his/her spouse and dependent children under the public transportation vehicle accident insurance and undertakes to pay the benefits provided for in the contract.

#### ELIGIBILITY FOR INSURANCE

The cardholder is eligible for coverage as of the effective date of the policy or at the date a person becomes a Laurentian Bank VISA Gold cardholder, the latest of the two, and remains eligible as long as the person is a Laurentian Bank VISA Gold cardholder and the contract is effective.

#### INSURANCE COVERAGE

The eligible Main Insured and his/her spouse are automatically covered under the insurance when the Main Insured purchases with his/her Laurentian Bank VISA Gold credit card, his/her ticket and his/her spouse's ticket (according to full fare, except for deposits paid by other means) to travel on a public transportation vehicle. Their dependent children benefit from the same coverage if the Main Insured purchases tickets for them with his/her Laurentian Bank VISA Gold credit card.

#### **RISKS INSURED**

The Main Insured who meets the eligibility conditions for insurance, as well as his/her spouse and dependent children, if applicable, are covered under this certificate for any accident which occurs while they are travelling as paying passengers in a public transportation vehicle.

They are also covered:

- (1) while boarding or unboarding a public transportation vehicle;
- (2) while they have in their possession tickets already paid for with the Main Insured's Laurentian Bank VISA Gold credit card and are using another means of ground transportation, operated by a carrier licensed for passenger transportation, for travel to or from the airport, station or harbour (wharf) with the intention of using or immediately after using the means of transportation for which they purchased the tickets;
- (3) while they have in their possession tickets already paid for with the Main Insured's Laurentian Bank VISA Gold credit card and are on the grounds of the airport, station or harbour with the intention of using or immediately after using the means of transportation for which they purchased the tickets.

If an Insured suffers an injury causing, directly and independently of any other cause, one of the losses indicated below, he/she is entitled the following benefits:

ACCIDENTAL LOSS OF	SUM INSURED
life	\$500,000
the use of two limbs or organs (foot, hand, eye) including paraplegia, quadriplegia and hemiplegia	\$500,000
speech and hearing	\$500,000
use of one arm or one leg	\$375,000
use of one limb or organ (foot, hand, eye)	\$333,333
speech or hearing in both ears	\$250,000
use of the thumb and forefinger of the same hand	\$166,666
hearing in only one year	\$83,333

#### **RESTRICTIONS**

If the Insured dies within 52 weeks following the accident, only the amount of insurance in case of accidental death is payable. If more than one loss occurs, only the largest of the amounts of insurance shall be paid. No benefit is payable while the Insured is in a coma.

If the Insured's body has not been found 52 weeks after the accident, he/she shall be presumed deceased. This insurance is subject to the general exclusions listed in "GENERAL EXCLUSIONS" of this certificate.

## TERMINATION OF INSURANCE

- (a) An Insured who has satisfied the eligibility conditions for insurance ceases to be insured when he/she has unboarded the public transportation vehicle or, if he/she is using another means of ground transportation, operated by a carrier licensed for passenger transportation, for travel from the airport, station or harbour (wharf) immediately after using the means of transportation for which he/she purchased the tickets, when he/she unboards this vehicle.
- (b) Even if the contract terminates, the Insured who has met the eligibility conditions for insurance will remain insured until the termination of the insurance which he/she has obtained.

#### INSURER'S OVERALL LIABILITY LIMITATION

If, as a result of the same accident, the total amount of claims provided for all similar policies issued by the Insurer is more than \$10,000,000, this total amount will be limited to \$10,000,000. The benefits payable for each of these policies will then be reduced proportionally.

## GENERAL EXCLUSIONS

The Insurer will pay no benefits in the following cases:

- if the trip is undertaken for the Insured's occupation (including training manoeuvres in the armed forces), except if the death or loss of use occurs further to an event that arises during the course of a business meeting or during the Insured's travel to such a meeting;
- (2) for a death or a loss of use incurred as a direct or indirect result of an abusive consumption of medication, narcotics or alcohol; the abusive consumption of alcohol is that which results in an alcohol level of more than 80 mg per 100 ml of blood:
- (3) for any loss that results directly or indirectly from a self-inflicted injury or loss of use, suicide or attempted suicide, whether or not the Insured was aware of his/her actions;
- (4) for any accident resulting from an insurrection, a war or an act of war, whether or not war is declared, from the Insured's participation in a criminal act or even a riot if the riot occurs in a country which prompts the Government of Canada to recommend that Canadians not travel to this country before the date of beginning of the trip;
- (5) when the death or loss of use occurs more than 52 weeks after the accident, unless the Insured is in a coma at the end of the 52-week period; the Insurer will determine the benefits payable, if applicable, at the end of the coma;
- (6) when the Insured is a passenger on a chartered flight by a company which usually does not offer this service, or when boarding or unboarding such a plane;
- (7) while the Insured is boarding, exiting or is on a plane other than one licensed for passenger transportation;
- (8) for any accident which occurs while the Insured is travelling with a commercial vehicle as a driver, a pilot, a crewmember or a non-paying passenger. This exclusion does not apply if the said vehicle is used solely as a private means of transportation during a vacation and if the vehicle is an automobile, a small van or pick-up truck with a maximum load capacity of 1,000 kilograms.

#### DEFINITIONS

For the purposes of this policy, the following terms are defined as follows:

**ACCIDENT**: any bodily injury certified by a physician, resulting directly and independently of any other cause, from sudden and unforeseen external causes. The accident must occur while the insurance is in force.

AGE: the age of the Insured on the effective date of the Public Transportation Vehicle Accident insurance.

**AIRCRAFT**: a fixed wing multi-engined aircraft with an authorized take-off weight of no less than 4,536 kg which is licensed in Canada or in another country, which is operated by a scheduled or charter airline and which holds a valid Canadian Air Transport Board license (or equivalent). Special or chartered flights authorized under any of the above licenses shall be covered only when made by means of an aircraft of the type regularly used by the carrier on its scheduled or charter air carrier service. All military aircrafts are excluded.

**BUSINESS MEETING**: private meeting organized in advance as part of the Insured's full-time occupation or profession. **CARDHOLDER**: a physical person who holds the Laurentian Bank VISA Gold credit card issued in his/her name.

**DEPENDENT CHILD**: any unmarried child of the Insured or of his/her spouse who is under 18 years of age, or 24 years of age or under if he/she is a full-time student at an educational institution recognized by government education authorities. **INSURED**: the Main Insured, his/her spouse or a dependent child covered by the insurance.

**LAURENTIAN BANK VISA GOLD CREDIT CARD**: a VISA credit card in good standing, meaning in full compliance with all of the provisions of the cardholder agreement between the Bank and the cardholder, and issued by Laurentian Bank to preferential customers and which bears the mention "Gold".

LOSS OF SPEECH OR HEARING IN BOTH EARS: the total and permanent loss of speech or hearing.

LOSS OF USE OF ONE EYE: the total and permanent loss of sight in one eye.

LOSS OF USE OF ONE FINGER: the total and permanent loss of use of a finger, including all the phalanxes but without the loss of the hand or the foot.

LOSS OF USE OF ONE HAND OR ONE FOOT: the total and permanent 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.

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.

**SPOUSE**: the wife or husband of the Insured or the person who has lived as husband or wife with the Insured for at least one year without interruption and without a separation of more than 90 days.

**TRIP**: any fixed period (less than 182 days or 365 days subject to certain conditions) that an Insured spends outside his/her province of residence.

#### SUBROGATION

The Insurer automatically acquires the Insured's right of action against the author (natural person or corporate body) of a damage, up to the amount of benefits paid. The Insurer may, at its own expense, bring suit on behalf of the Insured.

## CURRENCY

All sums of money in the present certificate are in Canadian currency.

## PAYMENT OF BENEFITS

Benefits are payable by cheque upon assessment of the supporting documents and related information. Cheques are made payable to the Main Insured. If the Main Insured is deceased, the amount of insurance purchased shall be paid to his/her legal heirs.

## CLAIMS

All claims must be filed with the Insurer during the 365 days following the date of the event giving rise to the claim. Evidence and information as complete as possible regarding the accident and resulting loss must accompany the claim or be forwarded to the Insurer within 90 days of the date such claim is filed with the Insurer.

For claims, dial one of the following numbers:

#### CANADA AND UNITED STATES 1-877-287-8334 (TOLL-FREE) OTHER COUNTRIES 514-286-8301 (COLLECT)

#### **EXAMINATION RIGHT**

The Insurer reserves the right to have the Insured examined by a physician of its choice when a claim is filed.

#### ASSIGNMENT

The rights conferred under this certificate cannot be assigned.

#### **NULLITY OF INSURANCE**

Any false statement or concealment by the Insured, whether fraudulent or not, concerning a fact or a circumstance known by him/her and related to the risk or claim, as well as any refusal to disclose information that the Insurer deems essential will result, upon the Insurer's request, in the nullity of the insurance.

#### **I** NOTICE REGARDING THE ESTABLISHMENT OF A PERSONAL INFORMATION FILE

The personal information that Industrial Alliance holds or will hold regarding you is treated confidentially and will be maintained in a file, the purpose of which is to allow you to benefit from the various financial, insurance, annuity, credit and other services that the company offers. The information will be consulted only by the personnel at Industrial Alliance who must do so in order to exercise their functions.

You may access your file and rectify the information therein if you prove that the information is incorrect, incomplete, ambiguous, out of date or not necessary. In such a case, you must send a written request to the head office of Industrial Alliance, to the attention of the person in charge of access to information.

Industrial Alliance may constitute a list of its clients for the purpose of commercial or philanthropic prospection. However, you have the right to require the company to remove your name from such a list by sending a written notice to the head office of Industrial Alliance, to the attention of the person in charge of access to information.

#### AUTHORIZATION WITH RESPECT TO THE COLLECTION AND DISCLOSURE OF PERSONAL INFORMATION TO A THIRD PARTY

Unless you inform the Industrial Alliance to the contrary, in writing, it shall be understood that in the event of death, the insured persons give their express authorization to their beneficiaries, heirs or liquidator of the estate to provide the Industrial Alliance or its reinsurers all the information or authorizations required to assess claims and obtain supporting documents. In the event that we receive such a notice, the insurance will terminate automatically.

This authorization is also valid for the collection, use and communication of personal information concerning dependent children insured under the insurance contract.

#### Policy Number: VC200101

Please read this certificate carefully. It outlines what Collision/Loss Damage Insurance is and what is covered along with the conditions under which a payment will be made when you rent and operate a rental vehicle but do not accept the Collision Damage Waiver (CDW) or its equivalent offered by the rental agency. It also provides instructions on how to make a claim.

#### This certificate should be kept in a safe place and carried with you when you travel.

Effective November 1, 1996, Royal Insurance Company of Canada (referred to in this certificate as the "Company") provides the insurance for this certificate under Policy VC 200101, (referred to in this certificate as the "Policy").

*This certificate is not a contract of insurance.* It contains only a summary of the principal provisions of the Policy. In the event of any conflict between the description of coverage in this certificate and the Policy, the Policy will govern. All benefits are subject in every respect to the Policy which alone constitutes the agreement under which payments are made.

To help you understand this document, some key words have been defined below:

**CARDHOLDER** means the person whose name is embossed on the card or who is an authorized user of the card in accordance with the Cardholder agreement.

**LOSS OF USE** refers to the amount paid to a rental agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

YOU/YOUR means a Laurentian Bank VISA Gold cardholder whose name is embossed on the card or who is an authorized user of the card in accordance with the cardholder agreement.

#### VISA COLLISION/LOSS DAMAGE INSURANCE AT A GLANCE

Only the Cardholder, in person, may rent a vehicle and decline the rental agency's CDW.

- » Your Laurentian Bank VISA Gold Credit Card must be in good standing for the rental period.
- » The full cost of the rental must be charged to your Laurentian Bank VISA Gold Credit Card to activate coverage.
- » The length of time you rent the vehicle must not exceed 48 consecutive days.
- » Coverage is limited to damage to, Loss of Use for, or theft of a rental vehicle only up to the rental vehicle's full value plus valid Loss of Use charges.
- » You must decline on the rental contract the CDW option or its equivalent offered by the rental agency. (The VISA Collision/Loss Damage Insurance coverage does not pay for the premium charged by the rental agency for the CDW offered by the rental agency.)
- » Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "TYPES OF VEHICLES COVERED".)
- » Coverage is available except where prohibited by law.
- » Claims must be reported within 48 hours of the damage/loss occurring by calling 1-800-847-2911 (when in Canada or the United States) or, call collect 410-581-9994.
- » VISA CLD Insurance does not cover Third Party Liability. You should contact your insurance agent or broker to ensure that you have adequate Third Party Liability insurance when renting a vehicle.

#### PLEASE READ THE FOLLOWING COVERAGE DESCRIPTION CAREFULLY FOR MORE DETAILED INFORMATION ON CONDITIONS AND EXCLUSIONS.

VISA Collision/Loss Damage (CLD) Insurance provides coverage automatically when you use your Laurentian Bank VISA Gold Credit Card to pay for a rental vehicle and decline the CDW offered by the rental agency. There is no additional charge for the VISA CLD Insurance. The coverage compensates you or a rental agency for loss/damages up to the full value of the rented vehicle and valid rental agency Loss of Use charges when certain conditions described below are met.

## COLLISION/LOSS DAMAGE COVERS

VISA CLD Insurance is primary insurance which pays 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 charges resulting from damage or theft occurring while the rental vehicle is rented in your name. This includes damage resulting from malicious vandalism or theft.

#### This coverage does NOT include:

- (1) a replacement vehicle for which your personal automobile insurance is covering all or part of the cost of the rental
- (2) loss or theft of personal belongings in the vehicle
- (3) personal liability insurance
- (4) third party liability (for example, injury to anyone or anything inside/outside the vehicle)
- (5) expenses assumed or paid by the rental agency or its insurers
- (6) damage/loss arising directly or indirectly from:
  - » alcohol intoxication and/or the use of narcotic drugs used by the driver
  - » any dishonest, fraudulent or criminal act committed by the driver
  - » operation of the rental vehicle contrary to the terms of the rental agreement/contract except:
    - (a) The rental vehicle may be driven on publicly maintained gravel roads anywhere in Canada or the United States.
    - (b) Any other person who drives the rental vehicle with your permission whether or not that person has been listed on the rental contract or has been identified to the auto rental merchant at the time of making the rental and who otherwise qualifies under the terms of the rental contract
  - **N.B.** It must be noted that damage/loss arising while the vehicle is being operated under (a) and (b) above is covered by this insurance. However, the rental agency's third party insurance will not be in force and, as such, you must ensure that you are adequately insured privately for third party liability.
  - » Normal wear and tear, gradual deterioration or mechanical breakdown of the vehicle
  - » insects or vermin, inherent vice or damage
  - » war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action
  - » seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority
  - » transportation of contraband or illegal trade, transportation of property or passengers for hire
  - » nuclear reaction, nuclear radiation, or radioactive contamination
  - » forgery
  - » intentional damage to the rental vehicle by the Cardholder or authorized driver.

## WHO IS ELIGIBLE FOR COVERAGE

Only you and any other person who drives the rental vehicle with your permission whether or not that person has been listed on the rental contract or has been identified to the auto rental merchant at the time of making the rental and who otherwise qualifies under the terms of the rental contract are eligible for coverage provided that:

- (1) Your card account privileges have not been terminated or suspended, and/or
- (2) Your card account is not more than 90 days past due at the time of rental.

#### COVERAGE ACTIVATION

For coverage to be in effect you must:

- (1) Use your Laurentian Bank VISA Gold Credit Card to pay for the entire rental from a rental agency.
- (2) Decline the rental agency's CDW option or similar coverage offered by the rental agency on the rental contract: If there is no space on the vehicle rental contract for you to indicate that you have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant".
  - » rental vehicles which are part of pre-paid travel packages are also covered if the total package was paid by Laurentian Bank VISA Gold Credit Card.
  - » you are covered if you receive a "free rental" as a result of a promotion where you have had to make previous vehicle rentals and if each such previous rental was entirely paid for with your Laurentian Bank VISA Gold Credit Card.
  - » you are covered if you receive a "free rental" day(s) as a result of an airline point program (or other similar program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which you pay the negotiated rate, then you must follow the procedures outlined above.

#### COVERAGE TERMINATION

Coverage ends when:

- (1) The rental agency reassumes control of the rental vehicle.
- (2) The Policy is cancelled.
- (3) The number of days you rent the same vehicle is more than 48 consecutive days.
- (4) Your Laurentian Bank VISA Gold Credit Card is cancelled or card privileges are otherwise terminated.

(5) This coverage may be cancelled, changed or modified at the option of Laurentian Bank of Canada at any time without notice.

#### WHERE COVERAGE IS AVAILABLE

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under 6(a) or (b) section "COLLISION/LOSS DAMAGE COVERS".

(See the section of "HELPFUL HINTS" for tips on locations where use of this coverage may be challenged and what to do when a rental agency makes the rental or return of a vehicle difficult).

#### TYPES OF VEHICLES COVERED

Most rental vehicles are covered including:

- (1) Mini-vans designed to transport a maximum of eight (8) persons including the driver and used exclusively for personal transportation are covered. Examples of covered mini-vans include Dodge Caravan, Grand Caravan, Plymouth Voyageur, Volkswagen Vanagon, Mercury Villager, Ford Windstar and Mazda MPV.
- (2) Luxury cars such as BMW, Cadillac, Lincoln and Mercedes-Benz are covered, but not if they are limousines, vans or four-wheel drive vehicles.

#### The following vehicles are NOT covered:

- (1) vans other than mini-vans, as described above
- (2) trucks or pick-up trucks
- (3) off-road vehicles -sport utility vehicles designed and manufactured primarily for off-road use such as Jeep Wrangler or Renegade, Suzuki Samurai, etc. (Four-wheel drive vehicles such as Cherokee, Blazer, Pathfinder, Jimmy, etc. are covered vehicles providing they have not been modified for off-road use.)
- (4) motorcycles or motor bikes
- (5) mopeds
- (6) recreational vehicles or campers
- (7) trailers
- (8) vehicles towing or propelling trailers or any other object
- (9) mini-buses
- (10) expensive or exotic vehicles, for example: Aston Martin, Bentley, Bricklin, Daimler DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Land Rover, Lotus, Maserati, Porsche, Rolls Royce or any limousine.
- (11) antique vehicles, for example, a vehicle over twenty (20) years old or which has not been manufactured for (10) years or more.

## IN THE EVENT OF AN ACCIDENT/THEFT

- » Within 48 hours, call toll-free 1-800-847-2911, if you are in Canada or the United States or call collect 410-581-9994. The representative will answer your questions and send you a claim form.
- » Decide with the rental agent which one of you will make the claim.

*If the rental agent decides to settle the claim directly*, complete the rental agency's accident report form and assign in writing the right for the rental agency to make the claim on your behalf (to obtain an Assignment Form call the number above and a form will be faxed to the car rental agency). It is important to note that you remain responsible for the damage/loss and that you may be contacted in the future to answer inquiries resulting from the claims process. The rental agent may fax all the documentation requested below including the completed Assignment Form toll-free if they are in Canada or the United States to 1-800-354-7017, when elsewhere the fax number is 303-467-8678 collect. (If you have any questions, are having any difficulties, or would like the Claims Administrator to be involved immediately, call the number provided above).

*If you will be making the claim*, you must call the Claims Administrator within 48 hours of the damage/theft having occurred. Your claim must be submitted with as much documentation, requested below, as possible within 45 days of discovering the loss/damage.You will need to provide all documentation within 90 days of the date of damage or theft to the Claims Administrator at the address provided below.

## THE FOLLOWING CLAIM DOCUMENTATION IS REQUIRED:

- » a completed VISA CLD Insurance Claim form
- » a copy of the driver's license of the person who was driving the car at the time of the accident
- » a copy of the damage report you completed with the rental agency
- » a copy of your VISA sales draft showing that the rental was paid in full with your Laurentian Gold VISA card
- » a copy of the front and back of the car rental agreement
- » a copy of the itemized repair estimate
- » a copy of any receipt(s) for repairs for which you may have paid
- » if Loss of Use is charged, a copy of the rental agency's daily utilization log from the date the car was not available for rent to the date the car became available to rent.
- » a copy of the police report, when available, if the claim exceeds \$1,000.

## FORWARD THIS DOCUMENTATION TO:

VISA Auto Rental Collision/Loss Damage Insurance Claims Administrator C/O I.A.C. 655 Finley Avenue, Unit 1 Ajax (Ontario) L1S 3V3

Under normal circumstances, the claim will be paid within 15 days after the Claims Administrator has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed.

After the Company has paid your claim, your rights and recoveries will be transferred to the Company to the extent of the Company's payment for the loss/damage incurred when the rental vehicle was your responsibility. This means the Company will then be entitled, at its own expense, to sue in your name. If the Company chooses to sue another party in your name, you must give the Company all the assistance the Company may reasonably require to secure its rights and remedies. This may include providing your signature on all necessary documents that enable the Company to sue in your name.

Once you report damage, loss or theft, a claim file will be opened and will remain open for six (6) months from the date of the damage or theft. Payment will only be made on a claim or any part of a claim that is completely substantiated as required by the Claims Administrator within six (6) months of the date of damage, loss, or theft.

#### GENERAL PROGRAM PROVISIONS

You should use due diligence and do all things necessary to avoid or reduce any loss or damage to property protected by this VISA Collision/Damage Loss Insurance. The Company will not unreasonably apply this requirement to avoid payment of claims.

If you make a claim knowing it to be false or fraudulent in any respect, you will not be entitled to the benefits of this protection, nor to the payment of any claim made under this Policy.

## HELPFUL HINTS

- (1) Before you rent a vehicle, find out if you are required to provide a deposit if you wish to decline the rental agency's CDW. If possible, select a rental agency which provides an excellent rate AND allows you to decline the CDW without having to make a deposit.
- (2) Rental agencies in some countries may resist your declining their CDW coverage. These rental agencies may try to encourage you to take their coverage or to provide a deposit. If you experience difficulty using your VISA CLD Insurance coverage please call toll free 1-800-847-2911 if you are in Canada or the United States or, call collect 410-581-9994 and provide:
  - » the name of the rental agency involved,
  - » the rental agency's address,
  - » the date of the rental,
  - » the name of the rental agency representative with whom you spoke, and
  - » your rental contract number.

The rental agency will then be contacted and acquainted with the VISA CLD Insurance coverage. In certain locations, the law requires that rental agencies provide Collision Damage Coverage in the price of the vehicle rental. In these locations (and in Costa Rica where Cardholders may be required to accept CDW), the VISA CLD Insurance will provide coverage for the deductible provided that all the procedures outlined in the certificate are followed and the rental agency's Deductible Waiver has been declined on the rental contract.

## You will not be compensated for any payment you may have made to obtain the rental agency's CDW.

- (3) Check the rental vehicle carefully for scratches or dents before you drive the vehicle. Be sure to point out where the scratches or dents are located to a rental agency representative.
- (4) If the vehicle has sustained damage of any kind, immediately phone one of the numbers provided and do not sign a blank sales draft to cover the damage and Loss of Use charges or, a sales draft with an estimated cost of repair and Loss of Use charges, The rental agent may make a claim on your behalf to recover repair and Loss of Use charges by following the procedures outlined in the section "IN THE EVENT OF AN ACCIDENT/THEFT".

#### Policy Number: 116-01

With respect to items purchased on or after May 1, 1993, this Certificate of Insurance supersedes any certificate(s) previously issued to the Cardholder under the Policy. The Policy provides purchase insurance and extended warranty insurance benefits which are payable as described below. No person is eligible for coverage under more than one Industrial Alliance certificate of insurance or Industrial Alliance insurance policy providing insurance coverage similar to that provided by this Certificate of Insurance. In the event that any person is recorded by Industrial Alliance as an insured person under more than one such certificate or policy, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

## INDUSTRIAL ALLIANCE LIFE INSURANCE COMPANY

#### (herein called the insurer)

has issued Policy No. 116-01 (the Policy) to the "Policyholder" (as defined in the Policy), which Policy provides the insurance described below for VISA Gold Cardholders of the Policyholder. The records maintained at the offices of the Policyholder as to who is a Cardholder and as to the status of his/her Account shall determine the insurance provided under the Policy. Important provisions of the Policy are outlined below but this document is not the Policy of insurance.

#### **DEFINITIONS**

ACCOUNT: means the Cardholder's VISA Gold account which is in Good Standing with the Policyholder.

**CARDHOLDER**: means any natural person ordinarily resident in Canada who is issued a VISA Gold credit card by the Policyholder and whose Account is in Good Standing.

DOLLARS AND \$: mean Canadian dollars.

LAURENTIAN BANK VISA GOLD CARD: means a VISA Gold credit card issued by the Policyholder.

**LOSS**: theft or direct accidental physical damage.

**GOOD STANDING**: means being in full compliance with all of the provisions of the Cardholder Agreement in force between the Cardholder and the Policyholder, as amended from time to time.

**INSURED PERSON**: means a Cardholder.

MYSTERIOUS DISAPPEARANCE: means when the article of personal property in question cannot be located, and the circumstances of its disappearance cannot be explained, or do not lend themselves to a reasonable inference that a theft occurred.

## **PART I - PURCHASE INSURANCE BENEFITS**

#### In effect when you charge the cost of covered personal property items to your Account.

Purchase Insurance benefits are available automatically, without registration, to protect most items of personal property purchased by the Cardholder with a VISA Gold credit card for ninety (90) days from the date of purchase against all risk of loss, anywhere in the world, to the extent that such items are not otherwise insured. If such an item is lost, stolen or damaged, it will be replaced or repaired or the protected Cardholder will be reimbursed for the purchase price, at the insurer's discretion.

## LIMITATIONS AND EXCLUSIONS

Purchase Insurance benefits are only available to the extent that the item in question is not otherwise insured. Purchase Insurance benefits are not available in respect of the following items:

(1) traveller's cheques, cash (whether paper or coin), tickets, negotiable instruments or other numismatic property;

- (2) animals or living plants;
- (3) mail order purchases until delivered and accepted by the Cardholder;
- (4) golf balls; or
- (5) automobiles, motorboats, airplanes, motorcycles, motor scooters, snowblowers, riding lawn mowers, 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;
- 6) damages caused to sports equipment resulting from its use.

Purchase Insurance benefits are also not available for 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). Loss or damage resulting from fraud, abuse, 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 from inherent product defects are not covered. Items which the Cardholder gives as a gift are covered. The Cardholder, not the recipient of the gift, must make any claim for benefits. Consequential damages and attorney's fees are not covered. (See Additional Provisions below).

## LIMITS OF LIABILITY

For the Purchase Insurance benefits there is a lifetime maximum of \$60,000 per Account and/or Cardholder. The Cardholder will be entitled to receive no more than the purchase price or portion of the purchase price of the protected item as recorded on the VISA Gold credit card sales receipt. Where a protected item is part of a pair or set, the Cardholder will receive no more than the value of the particular part or parts lost, theft 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 select to: (a) repair, rebuild or replace the item lost or damaged (whether wholly or in part), upon notifying the Cardholder of its intention to do so within sixty (60) days following receipt of the required proof of loss, or (b) pay cash to the Cardholder for said item, not exceeding the purchase price thereof and subject to the exclusions, terms and limits of liability as stated in this Certificate of Insurance.

## OTHER INSURANCES

Purchase Insurance coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Cardholers in respect of the item subject to the claim. The insurer will be liable only for the excess of 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 exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance and this "non-contribution" shall control despite any "non-contribution provision" in other insurance indemnity or protection policies or contracts.

## **PART II - EXTENDED WARRANTY BENEFITS**

#### In effect when you charge the full cost of covered items with warranties valid in Canada to your Account.

Extended Warranty benefits are available automatically, without registration, to provide Cardholders with double the period of repair services otherwise provided by the original manufacturer, in accordance with the terms of the original manufacturer's warranty (excluding any extended warranty offered by the manufacturer or any third party), to a maximum of one full year on most items purchased new in Canada, or purchased new worldwide with a VISA Gold credit card if there is a warranty valid in Canada (provided that in all cases, automatic coverage is limited to original manufacturer's warranties of five (5) years or less). Most original manufacturer's warranties over five (5) years will be covered if registered with the insurer within the first five (5) years after purchase of the item. To register a purchased item with a warranty over five (5) years for Extended Warranty, the Cardholder must send copies of the vendor sales receipt (if any), customer copy of the VISA credit card sales receipt, serial number of the item (if available), original manufacturer's warranty valid in Canada and description of the product to the insurer at the following address:

#### INDUSTRIAL ALLIANCE LIFE INSURANCE COMPANY 550 Sherbrooke Street West Montreal (Quebec) H3A 1B9 Attention: Claims Administration

## LIMITATIONS AND EXCLUSIONS

The Extended Warranty ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever. The Extended Warranty does not cover used items, automobiles, motorboats, airplanes, motorcycles, motor scooters, snowblowers, riding lawn mowers, 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. The Extended Warranty will only apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a protected item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. Items which the Cardholder gives as a gift are covered. The Cardholder, not the recipient of the gift, must make any claim for benefits. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney's fees are not covered.

## OTHER INSURANCE

Extended Warranty coverage is in excess of all other applicable valid warranty, insurance, indemnity or protection available to the Cardholder in respect of the item subject to the claim. The Insurer will be liable only for the excess of 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 exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance and this "non-contribution" shall control despite any "non-contribution provision" in other insurance, indemnity or protection policies or contracts.

## ADDITIONAL PROVISIONS: PURCHASE INSURANCE AND EXTENDED WARRANTY BENEFITS

#### NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

The Cardholder must keep copies of receipts and other documents described herein to fill a valid claim, and shall notify by telephone the insurer at 1-877-287-8334 immediately after learning of any loss or occurrence. The insurer, upon receipt of such notice of claim by telephone will furnish to the Cardholder appropriate claim forms. (If such forms are not furnished within fifteen (15) days after giving of such notice, the Cardholder shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in this Certificate for filing loss reports, written proof covering the occurrence, the character and the extent of the loss or occurrence for which claim is made.) In addition, the Cardholder must, within ninety (90) days from the date of the loss or occurrence, complete, sign and return the insurer Loss Report which will be provided by the insurer, to the insurer at the address set out above. The signed Loss Report completed by the Cardholder must contain the time, place, cause and amount of loss, including the copy marked "Customer Copy" of the VISA Gold credit card sales receipt, vendor sales receipt, a copy of the original manufacturer's warranty where applicable, and a police, fire, insurance claim or loss report or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder. Failure to furnish such loss report within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide such loss report within such time, provided it is furnished as soon as reasonably possible. Prior to proceeding with any repair services, the Cardholder must notify and obtain approval of the repair services and repair facility from the insurer. At the insurer's sole discretion, the Cardholder may be required to send at his or her own expense, the damaged item on which a claim is based to an address designated by the insurer. The insurer's payment made in good faith will discharge the insurer to the extent of this claim.

#### SUBROGATION

Following the insurer's payment of a Cardholder's claim of loss or damage, the insurer shall be subrogated to the extent of the cost of such payment, to all of the rights and remedies of the Cardholder against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Cardholder. The Cardholder shall give the insurer all such assistance as the insurer may reasonably require 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 Cardholder.

#### BENEFITS CARDHOLDER ONLY

Purchase Insurance and Extended Warranty benefits are 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. The Cardholder shall not assign these benefits other than benefits for gifts as expressly provided in this Certificate of Insurance.

## DUE DILIGENCE

The Cardholder shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

#### **TERMINATION OF COVERAGE**

An Insured Person's coverage will automatically terminate on the date when:

- » an Insured Person for any reason ceases to fall within the description of Cardholder;
- » the Policy is terminated as provided in the Policy;
- » or the Cardholder notifies the Policyholder to cancel the Account.

No losses for items purchased after such termination date will be paid.

## TIME OF PAYMENT OF CLAIM

Benefits payable under the Policy will be paid upon receipt of due written proof.

## LEGAL ACTION

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of his Certificate, nor shall any such action be brought at all unless commenced within three years after the expiration of the time within which proof of loss is required.