



BMO® World Mastercard® Travel Protection

Policy of insurance

Inside You'll find all You need to know about the BMO World Mastercard Travel Protection features and benefits included with Your BMO World Mastercard.

Policy of insurance

IMPORTANT NOTICE - PLEASE READ CAREFULLY

This Policy of Insurance is designed to cover losses arising from sudden and unforeseeable circumstances only. It is important that You read and understand this Policy as Your coverage is subject to limitations and exclusions.

Right to examine this insurance: If You notify Us that this insurance does not meet Your needs within ten (10) days of the date of issue, We will provide a full refund if You have not already departed on a Trip and have not incurred a claim. Refunds are only available when the Operations Centre received Your request for a refund before Your scheduled Departure Date.

This Policy of Insurance does not include travel medical coverage.

In the event of a claim reported under this Policy of Insurance, Your prior medical history may be reviewed by Us.

You may contact Allianz at the following address:

Allianz Global Risks US Insurance Company,
130 Adelaide Street West, Suite 1600,
Toronto, ON M5H 3P5,
1-866-658-4247.

For all benefits excluding accidental Death and Dismemberment: This Certificate/Policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

PLEASE READ YOUR POLICY/CERTIFICATE CAREFULLY BEFORE YOU TRAVEL.

The Common Carrier Accidental Death and Dismemberment benefit described in this Policy of Insurance is underwritten by Chubb Insurance Company of Canada under Group Policy No. 6477-45-30 and is effective September 1, 2012. The Insured Person and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions from:

Chubb Insurance Company of Canada,
199 Bay Street, Suite 2500, P.O. Box 139,
Commerce Court Postal Station, Toronto, ON, M5L 1E2.

All other benefits, such as Car Rental Collision Damage Waiver, Car Rental Accidental Death and Dismemberment, Car Rental Personal Effects, Unexpected Return Home, Flight Delay and Baggage and Personal Effects insurance are offered by Allianz Global Risks US Insurance Company (Canadian Branch) "Allianz" to You under an individual

policy. The Insured Person and any claimant under this insurance may request a copy of the policy subject to certain access restrictions. Your BMO Mastercard number is Your policy number with respect to any such individual insurance. The insurance described in this Policy of Insurance is for eligible Mastercard Primary Cardholders of Bank of Montreal "BMO" whose Accounts are in Good Standing and where specified, their Spouses, Dependent Children and/or certain other persons (referred to herein as "You" or "Your"). This insurance is administered by Allianz Global Assistance through the Operations Centre with the exception of Common Carrier Accidental Death and Dismemberment benefit which is administered by CSI Brokers Inc.

All benefits are subject, in every respect, to the terms of the Policy, which alone constitutes the agreement under which payments are made. Only BMO may determine who is a Primary Cardholder and whether an Account is in Good Standing.

No person is eligible for coverage under more than one policy of insurance providing insurance coverage similar to that provided hereunder. In the event that any person is recorded by Us as an "Insured Person" under more than one such policy, such person shall be deemed to be insured only under the policy which affords that person the greatest amount of insurance coverage. In no event will a corporation, partnership or business entity be eligible for this insurance coverage. This Policy supersedes any policy previously issued to You.

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In this Policy of Insurance, certain terms have defined meanings. Those defined terms (other than those specifically defined in Section B of this Policy) are as follows. Defined terms are capitalized throughout this document.

1 Definitions

Accidental Bodily Injury means bodily injury caused directly and independently of all other causes by external and purely accidental means. The accident must occur during the Coverage Period and the loss to which the insurance applies must result within three hundred and sixty-five (365) days of the date of the bodily injury and must not result from any of the exclusions.

Account means the Primary Cardholder's Mastercard account, which is in Good Standing.

Actual Cash Value means We will pay the lesser of:

- the actual purchase price of a similar item;
- the actual cash value of the item at the time of loss, which includes deduction for depreciation (for items without receipts the insurance will pay up to 75% of the determined depreciated value); or
- the cost to repair the item.

Baggage means luggage and personal possessions, whether owned, borrowed or rented, and taken by You on the Trip.

Common Carrier means any land, air or water conveyance for regular passenger service, which is fully licensed to carry passengers for compensation or hire and which undertakes to carry all persons indifferently as to who may apply for passage, so long as there is room and there is no legal excuse for refusal.

Coverage Period means the time insurance is in effect, as indicated in the various sections of this Policy of Insurance.

Departure Date means the date on which You depart on Your Trip.

Dependent Child(ren) means an unmarried natural, adopted or stepchild of a Primary Cardholder dependent on the Primary Cardholder for maintenance and support who is:

- under twenty-one (21) years of age;
- under twenty-six (26) years of age and a full-time student attending a recognized college or university; or
- twenty-one (21) years of age or older and permanently mentally or physically challenged and incapable

of selfsupport and became so while eligible as a dependent child.

Essential Items means necessary clothing and/or toiletries purchased during the time period in which checked Baggage has been delayed.

Family Cardholder means a Primary Cardholder's Spouse and/or Dependent Child who have been issued a supplemental Mastercard on the Account by BMO.

Good Standing means being in full compliance with all of the provisions of the Cardholder Agreement in force between the Primary Cardholder and BMO, as amended from time to time.

Immediate Family Member means the Insured Person's Spouse, child including adopted children and stepchildren, parent, sibling, legal guardian, parent-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

Insured Person means those persons covered for the benefits described in this Policy of Insurance as specifically defined in each of the benefit sections.

Mastercard means a BMO World Mastercard issued by BMO.

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

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

Operations Centre means the Operations Centre maintained by Allianz Global Assistance. From Canada and the U.S. call 1-877-704-0341. From elsewhere call collect 1-519-741-0782.

Personal Effects means property normally worn or designed to be carried on or by an Insured Person solely for private purposes and not used for business.

Policy or Policy of Insurance means this document which provides the terms and conditions of this insurance and issued to You by Us Primary Cardholder means the cardholder who has signed an application for a Mastercard, as primary cardholder, and for whom the Mastercard Account is established.

Rental Car means a land motor vehicle with four wheels, that is designed for use mainly on public roads and which You have rented from a commercial rental agency for Your personal use for the period of time shown on the Rental Car Agreement. Certain motor vehicles are not covered,

please refer to Section 4.1.4.2. With regards to the Collision Damage Waiver Benefit described under Section 4.1.1 a rental car may also include a commercial car sharing program of which You are a member.

Rental Car Agreement means the entire written contract that You receive when renting a car from a commercial rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the rental car agreement. With regards to the Collision Damage Waiver Benefit described under Section 4.1.1 a rental car agreement may also include a commercial car sharing program of which You are a member and the terms and conditions thereof.

Spouse means the person who is legally married to the Primary Cardholder; or if there is no such person, the person who has been living with the Primary Cardholder in a conjugal relationship and who resides in the same household as the Primary Cardholder and is publicly represented as the spouse of the Primary Cardholder. For the purposes of this insurance the Primary Cardholder may have only one (1) spouse.

Terrorism means the unsanctioned and illegal use of force that causes destruction of property, injury or death by an individual or group for the express purpose of achieving a political, ethnic or religious goal or result.

Ticket means evidence of full fare paid for travel on a Common Carrier, which has been partially or completely charged to the Primary or Family Cardholder's Account. Tickets obtained through the redemption of loyalty points earned under the Mastercard reward program are eligible for coverage.

Trip means a defined period of travel of definite length for which the full cost, or portion of the cost, of Your Ticket has been charged to the Primary or Family Cardholder's Account. Tickets obtained through the redemption of loyalty points earned under the Mastercard reward program are eligible for coverage.

We, Our, Us means Allianz Global Risks US Insurance Company (Canadian Branch).

You or Your means the Insured Person.

2 Policy effective and termination date

Except as otherwise stated herein, this Policy of Insurance shall come into effect on the date BMO receives and approves the application of the Primary Cardholder for a Mastercard.

Except as otherwise stated herein, this Policy of Insurance shall terminate on the earliest of:

1. the date the Insured Person is no longer eligible to participate;
2. the date the eligible Account is defined as ineligible by BMO;
3. 00:01h of the date the Primary Cardholder cancels this coverage, or otherwise chooses to close the Mastercard Account; or
4. the date the Policy is terminated.

3 Eligibility

To be eligible for this insurance You must be a resident of Canada with a Mastercard Account in Good Standing.

SECTION A: YOUR CAR RENTAL, TRIP ASSISTANCE, UNEXPECTED RETURN HOME BENEFITS, FLIGHT DELAY AND BAGGAGE AND PERSONAL EFFECTS FROM ALLIANZ GLOBAL RISKS US INSURANCE COMPANY (CANADIAN BRANCH)

4 Benefits – coverage period and description of coverages

4.1 Car rental benefits

Coverage Eligibility

The Car Rental Benefits apply when You enter into a nonrenewable Rental Car Agreement for a four-wheel passenger vehicle, where the total rental period does not exceed fortyeight (48) days, subject to exclusions and limitations (as outlined in Section 4.1.4) and the following requirements:

1. the Rental Car must be rented by the Primary Cardholder, or a Family Cardholder; and
2. the Rental Car must be rented from a commercial car rental agency; and
3. the full cost, or portion of the rental cost, must be either charged to the Account or paid through the redemption of loyalty points earned under the Mastercard reward program. An eligible Rental Car included in a pre-paid travel package is covered if the full cost, or portion of the cost, of the travel package was charged to the Account or paid through the redemption of loyalty points earned under the Mastercard reward program; and
4. You must not rent more than one vehicle at a time during a rental period; and
5. You must decline the collision damage waiver benefits (or similar provisions, such as “loss damage waiver”) offered by the rental agency (when not prohibited by law). If there is no space on the Rental Car Agreement to decline coverage, You must write on the contract “I decline the CDW provided by the Rental Agency.” If such coverage is not available from the rental agency, then CDW benefits are not available under this Policy of Insurance; and

6. the Rental Car must have been operated by the Primary Cardholder, a Family Cardholder, the Primary Cardholder's Spouse or Dependent Child listed on the Rental Car Agreement and authorized to operate the Rental Car under the Rental Car Agreement in accordance with its conditions when the loss occurs.

Coverage Period

For a rental vehicle to be eligible for coverage, this insurance must be a feature of the Mastercard prior to entering into the Rental Car Agreement or prior to the Insured Person taking control of the Rental Car. Insurance coverage begins as soon as the Primary Cardholder, the Family Cardholder, the Primary Cardholder's Spouse or Dependent Child who is authorized to operate the Rental Car under the Rental Car Agreement takes control of the Rental Car. The total rental period must not exceed forty-eight (48) consecutive days. In order to break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds forty-eight (48) consecutive days, coverage under this Policy of Insurance will be void.

Insurance coverage ends at the earliest of:

1. the time when the rental agency assumes control of the Rental Car, whether it be at its place of business or elsewhere. Rental keys left in a locked drop box does not constitute that the rental agency has assumed control of the Rental Car;
2. the end of the chosen rental period; or
3. the date on which the Primary Cardholder's coverage is terminated in accordance with the "Policy Effective and Termination Date" provision set out above.

4.1.1 Collision damage waiver (CDW) benefits

Insured Person means the Primary Cardholder, Family Cardholder, Primary Cardholder's Spouse or Dependent Child(ren).

Coverage Benefits

Subject to the terms and conditions, You are covered for Rental Cars with a Manufacturer's Suggested Retail Price (MSRP), in its model year, up to a maximum of \$65,000 for:

1. damage to the Rental Car; and
2. theft of the Rental Car or any of its respective parts or accessories; and

3. rental agency charges for valid loss-of-use while the Rental Car is being repaired; and
4. reasonable and customary charges for towing the Rental Car to the nearest available facility.

This coverage does not provide any form of third party automobile, property damage or personal injury liability insurance. It is the responsibility of the Insured Person to have adequate third party insurance, either through their own automobile insurance policy or by accepting the liability portion of the insurance offered through the rental agency.

The amount of the benefit payable will be equal to the cost of the repair (including loss-of-use) or the replacement cost of Your Rental Car which has been damaged or stolen, less any amount or portion of the loss assumed, waived or paid by the car rental agency, its insurer, or a third party insurer.

In the event of a claim, the Insured Person must contact the Operations Centre as soon as possible or within forty-eight (48) hours. We will need the following information:

- a copy of the driver's license of the person who was driving the Rental Car at the time of the accident;
- a copy of the loss/damage report You completed with the rental agency;
- a copy of the original police report when the resulting loss from damage or theft was over \$500;
- a copy of Your Mastercard sales draft, and Your statement of Account showing the rental charge. This charge must appear on Your credit card statement within ninety (90) days of the incident;
- the original front and back pages of the opened and closed-out Rental Car Agreement, or if applicable, a copy of Your membership agreement with the car sharing program, a copy of the visual inspection report completed prior to assuming control of the vehicle and confirmation of Your time booked;
- a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- original receipt(s) for any repairs for which You may have paid; and
- if the loss-of use is charged, a copy of the rental agency's daily utilization log from the date the Rental Car was not available for rental, to the date the Rental Car became available to rent.

Please see section 4.1.4 for applicable exclusions and limitations.

4.1.2 Car rental accidental death and dismemberment benefits

Insured Person means the Primary Cardholder and his/her Spouse and Dependent Child(ren) while Occupying an eligible Rental Car.

Coverage Benefits

Car Rental Accidental Death and Dismemberment Insurance covers an Insured Person who suffers a “loss”, as defined as follows, arising as a result of an Accidental Bodily Injury to the Insured Person while Occupying an eligible Rental Car.

“Loss of hand or foot” means dismemberment by complete and permanent severance at or above the wrist or ankle joint. “Loss of thumb and index finger” means complete and permanent severance of the thumb and index finger on the same hand. “Loss of sight” means complete and irrecoverable loss of all visual acuity and it must be the direct result of physical damage to the eye and/or optic nerve. Legal blindness is not the standard for determining “Loss of sight” under this Policy of Insurance. “Loss of speech or hearing” must be complete and irrecoverable.

Loss means one of the following losses as defined herein:

Loss	Amount of Benefit	
	Primary Cardholder	Each Additional Insured Person
Loss of Life	\$200,000	\$20,000
Loss of Both Hands or Feet	\$200,000	\$20,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$200,000	\$20,000
Loss of Entire Sight of Both Eyes	\$200,000	\$20,000
Loss of One Hand and One Foot	\$200,000	\$20,000
Loss of Speech and Hearing	\$200,000	\$20,000
Loss of One Hand or One Foot	\$100,000	\$10,000
Loss of Entire Sight of One Eye	\$100,000	\$10,000
Loss of Speech	\$100,000	\$10,000

Loss	Amount of Benefit	
	Primary Cardholder	Each Additional Insured Person
Loss of Hearing	\$100,000	\$10,000
Loss of Thumb and Index Finger on the Same Hand	\$50,000	\$5,000

The maximum benefit payable for any one accident is \$300,000. If more than one of the described Losses is sustained by an Insured Person in any one accident, then the total benefit payable for that accident is limited to the greatest amount payable for any one of the Losses sustained.

Please see section 4.1.4 for applicable exclusions and limitations.

Exposure and Disappearance

If by reason of an accident covered by this Policy of Insurance an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered hereunder.

If the body of an Insured Person has not been found within twelve (12) months after the date of disappearance as the result of the sinking or wrecking of a vehicle in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered loss of life resulting from Accidental Bodily Injury.

Beneficiary

Any accidental death benefit payable under this Policy of Insurance will be paid to the Primary Cardholder, if living otherwise to the estate of the Primary Cardholder, unless a beneficiary designation has been filed with Allianz Global Assistance. All other benefits are payable to the Primary Cardholder.

4.1.3 Car rental personal effects benefits

Insured Person means the Primary Cardholder, his/her Spouse and Dependent Child(ren) travelling with the Primary Cardholder or Family Cardholder who has rented the Rental Car.

Coverage Benefits

This Personal Effects insurance covers theft or damage to Personal Effects belonging to an Insured Person while

such Personal Effects are in a Rental Car during a Trip for the duration of an eligible rental period.

Coverage during such rental period will be the Actual Cash Value of Your Personal Effects up to a maximum of \$1,000 for each Insured Person, per occurrence. Total benefits during each rental period are limited to \$2,000 per Account.

Please see section 4.1.4 for applicable exclusions and limitations.

4.1.4 Car rental benefits exclusions and limitations

4.1.4.1 General car rental benefits exclusions and limitations

This insurance does not cover certain risks. We will not pay any of the Car Rental benefits if a claim is directly or indirectly a result of one or more of the following:

Damage - wear and tear, gradual deterioration, mechanical or electrical breakdown or failure, insects or vermin, inherent flaw or damage; damage caused by the use of incorrect fuel type; or

Loss of Vehicle Entry Device - loss, damage or misplacement of vehicle entry devices; or

Diminished Value - the amount by which the resale value of a damaged (or damage repaired) Rental Car has been reduced for having a significant damage history; or

Violation of Rental Car Agreement - operation of the Rental Car in violation of the terms of the Rental Car Agreement; or

Intentional Acts - damage due to intentional acts, while sane or insane; or

Off-road operation - damage caused to the Rental Car by use off of publicly maintained roads; or

Speed Contests - damage caused to the Rental Car while driving at a rate of speed that is a marked departure from the lawful rate of speed; or

Intoxication - any event which occurs while the Insured Person is under the influence of illicit drugs or alcohol (where the concentration of alcohol in the Insured Person's blood exceeds eighty (80) milligrams of alcohol in one hundred (100) millilitres of blood or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs; or

Drugs or Poison - any voluntary taking of poison, toxic substances or non-toxic substances or drugs, sedatives

or narcotics, whether illicit or prescribed, in such quantity that they become toxic, or voluntary inhalation of a gas; or

Disease - bodily or mental infirmity, sickness, illness, or disease of any kind; or

Medical Complications - medical or surgical treatment or complications arising therefrom, except when required as a direct result of an Accidental Bodily Injury; or

Suicide - suicide, attempted suicide or self-inflicted injury while sane or insane; or

Illegal Trade - transporting contraband or illegal trade; or

Criminal Offence - committing or attempting to commit a criminal offence or dishonest or fraudulent acts, or committing or provoking an assault; or

War or Insurrection - declared or undeclared war, or any act of war, riot or insurrection; or service in the armed forces of any country or international organization; or hostilities, rebellion, revolution or usurped power; or

Liability - other than for loss of, or damage to, the Rental Car; or

Expenses - assumed, waived or paid by the commercial car rental company or its insurers or payable under any other insurance; or

Confiscation - confiscation by order of any government or public authority; or

Seizure or destruction - seizure or destruction under a quarantine or customs regulation.

4.1.4.2. Collision damage waiver benefits exclusions and limitations

In addition to the General Car Rental Benefits Exclusions and Limitations, these specific exclusions and limitations apply to Collision Damage Waiver benefits:

1. There is no coverage for any vehicle with a Manufacturer's Suggested Retail Price (MSRP), in its model year, over \$65,000.
2. There is no coverage for additional rental fees charged by the rental agency for a replacement vehicle if required by You for the remainder of the original rental period.
3. This coverage does not apply to Rental Cars when Your rental period is more than forty-eight (48) consecutive days, or Your rental period is extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another rental agency for the same vehicle or other vehicles.

4. This coverage will not pay for cost of any insurance offered by or purchased through the car rental company, even if such cost is mandatory or included in the price of the vehicle rental.
5. Vehicles which belong to the following categories are not covered:
 - a. vans (except as defined below);
 - b. trucks (including pick-ups) or any vehicle that can be spontaneously reconfigured into a pick-up truck;
 - c. campers or trailers;
 - d. vehicles towing or propelling trailers or any other object
 - e. off-road vehicles (Sport Utility Vehicles are covered, provided they are not used as off-road vehicles, are driven on maintained roads and do not have an open cargo bed);
 - f. motorcycles, mopeds or motorbikes;
 - g. expensive or exotic vehicles;
 - h. antique vehicles;
 - i. recreational vehicles or vehicles not licensed for road use; and
 - j. leased vehicles, with buyback guarantee.

Vans are not excluded provided that they:

1. are for private passenger use with seating for no more than eight (8) occupants including the driver; and
2. do not exceed a "3/4 ton" rating; and
3. are not designed for recreational use (such as but not limited to camping, operation on roads not maintained by a federal, provincial, state or local authority and is designed and manufactured for off road use); and
4. are not to be used for hire by others.

An expensive or exotic vehicle is any vehicle with an MSRP, in its model year, greater than \$65,000.

An antique vehicle is one which is over twenty (20) years old or when their model has not been manufactured for ten (10) years or more.

Limousines are not covered. However, standard production models of these vehicles that are not used as limousines are not excluded provided that they have an MSRP, in their model year, of \$65,000 or less.

4.1.4.3 Car rental personal effects benefits exclusions and limitations

In addition to the General Car Rental Benefits Exclusions and Limitations, these specific exclusions and limitations apply to this Personal Effects insurance.

1. Personal Effects do not include money (whether paper or coin), tickets, consumable or perishable goods, bullion, banknotes, negotiable instruments or other numismatic property.
2. Benefits are not paid if loss results from Mysterious Disappearance.
3. Reasonable effort must have been made by the Insured Person to protect their Personal Effects (e.g. locking Your personal items in the trunk of the Rental Car instead of the front or back seat). If claiming as a result of theft, evidence of forcible entry into the vehicle while all its doors, windows and other openings are closed and locked must be submitted.
4. Personal Effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Insured Person in respect of the item subject to the claim. We 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 Policy. This coverage will not apply as contributing insurance and this "non-contribution" shall supersede despite any "non-contribution provision" in other insurance indemnity or protection policies or contracts.

4.2 Unexpected return home benefits and trip assistance

4.2.1 Unexpected return home benefits

Coverage Eligibility

The following benefits apply when You charge the full cost, or portion of the cost, of Your Trip to Your Account prior to departure.

Insured Person means the Primary Cardholder, Spouse and/or Dependent Child(ren) while on a Trip.

Coverage Period

Coverage begins on the Departure Date after You have departed on Your Trip. Coverage ends at the time of Your return to Your original point of departure.

Coverage Benefits

In the event of the death of an Immediate Family Member while You are on a Trip, We will reimburse the Primary Cardholder for the lesser of the additional charges to change Your Ticket or to purchase a one-way economy fare, by the most cost-effective route, on a Common Carrier to return to Your original point of departure up to a maximum of \$2,000 per Insured Person to an overall maximum of \$10,000 per Account per Trip.

You must call the Operations Centre for help in making the necessary arrangements; failure to do so may result in Your claim being delayed or denied.

4.2.2 Trip assistance services

Coverage Eligibility

You do not need to use Your Mastercard to be eligible for the following services.

Insured Person means the Primary Cardholder, Spouse and/or Dependent Child(ren).

Coverage Benefits

1. Emergency Cash Transfer

When You are travelling away from home, the Operations Centre will help You to obtain an emergency cash transfer which will be charged to Your Account (subject to credit availability to a maximum of \$5,000, cash advance fees may apply) or payment for such costs will be arranged, if reasonably possible, through family or friends if it cannot be charged to Your Account.

2. Lost Document and Ticket Replacement

The Operations Centre will help You replace lost or stolen travel documents. The cost of obtaining replacement documents will be charged to Your Account (subject to credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

3. Lost Luggage Assistance

The Operations Centre will help You locate or replace lost or stolen luggage and Personal Effects. The cost of obtaining replacement luggage and Personal Effects will be charged to Your Account (subject to

credit availability) or payment for such costs will be arranged, if reasonably possible, through family or friends if they cannot be charged to Your Account.

4. **Pre-Trip Information**

You can call the Operations Centre to obtain information regarding passport and visa regulations and vaccination and inoculation requirements for the country to which You are travelling.

4.2.3 Legal assistance services

Coverage Eligibility

You do not need to use Your Mastercard to be eligible for the following services.

Insured Person means the Primary Cardholder, Spouse and/or Dependent Child(ren).

Coverage Benefits

If while travelling You require legal assistance, You can call the Operations Centre for referral to a local legal advisor and/or for assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000, which will be charged to Your Account (subject to credit availability).

4.3 Flight delay benefits

4.3.1 Coverage period and benefits

Coverage Eligibility

Coverage applies only when You charge the full or partial cost of Your Trip to the Primary or Family Cardholder's Mastercard prior to departure.

Insured Person means the Primary Cardholder, Spouse and/or Dependent Child(ren).

Coverage Period

Coverage begins at the time of Your departure on Your Trip. Coverage ends at the time of Your return to Your original point of departure.

Coverage Benefits

Flight Delay Benefits are payable in the event of a delay of more than six (6) hours in the arrival or departure of Your regularly scheduled airline flight. You will be reimbursed up to a maximum of \$500 per Account per Trip, for reasonable, additional accommodation and travelling expenses. Expenses must be incurred by You as a result of the delay. You will be required to submit original, itemized

receipts for any expense that You incur in this regard. Prepaid expenses are not covered.

Please see section 4.3.2 for applicable exclusions and limitations.

4.3.2 Flight delay benefits exclusions and limitations

1. Pregnancy, miscarriage, childbirth or complications of any of these conditions occurring within nine (9) weeks of the expected date of birth.
2. Riot or civil disorder; committing or attempting to commit a criminal offence.
3. Intentional self-injury, suicide or attempted suicide while sane or insane.
4. Abuse of any medication or non-compliance with prescribed medical treatment or therapy.
5. Mental, nervous or emotional disorders that do not require immediate hospitalization.
6. Any Injury or accident occurring while the Insured Person is under the influence of illicit drugs or alcohol (where the concentration of alcohol in the Insured Person's blood exceeds eighty (80) milligrams of alcohol in one hundred (100) millilitres of blood or when the Insured Person illustrates a visible impairment due to alcohol or illicit drugs) and any chronic illness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs.
7. The Insured Person voluntarily and knowingly exposing himself/herself to risk from: an act of war whether declared or undeclared; rebellion; revolution; hijacking or Terrorism; and any service in the armed forces.
8. Participation in professional sports; any speed contest; SCUBA diving, unless the Insured Person holds a basic SCUBA designation from a certified school or other licensing body; hang-gliding; sky diving; parachuting; bungee jumping; parasailing; spelunking; mountaineering; rock climbing or a flight accident, except as a passenger in a commercially licensed airline.
9. Any Trip commenced or continued against the advice of the Insured Person's Physician.
10. Failure of any travel supplier through which You contract for services if this supplier shall be, at the time of booking, in bankruptcy, insolvency or receivership; or in the case of U.S. Air Carriers, under

Chapter 11 in the U.S. Bankruptcy Code. No protection is provided for failure of a travel agent, agency or broker.

11. Non-presentation of required travel documents, i.e., visa, passport, inoculation/vaccination reports.
12. The death or serious and/or terminal illness of a person when the purpose of the Trip is to provide support and physical care for that person.

4.4 Baggage and personal effects benefits

4.4.1 Coverage period and benefits

Coverage Eligibility

Coverage applies only when You charge the full or partial cost of Your Trip to the Primary or Family Cardholder's Mastercard prior to departure.

Insured Person means the Primary Cardholder, Spouse and/or Dependent Child(ren).

Coverage Period

Coverage begins at the time of Your departure on Your Trip. Coverage ends at the time of Your return to Your original point of departure.

Coverage Benefits

This Baggage and Personal Effects insurance covers the Actual Cash Value of Baggage and Personal Effects up to \$750 per Insured Person up to a maximum of \$2,000 per Account per Trip for:

1. Loss or damage of Baggage and/or Personal Effects worn or used by You when accompanying You during the Trip. Coverage is limited to \$500 per item.
2. Theft, burglary, fire or transportation hazards to Baggage and/or Personal Effects worn or used by You during the Trip. Coverage is limited to \$500 per item.
3. Loss or damage to camera equipment during the Trip. Camera equipment is collectively considered one item. Coverage is limited to \$500 per item.
4. Loss or damage to jewelry during the Trip. Jewelry is collectively considered one item. Coverage is limited to \$500 per item.
5. Up to \$200 will be reimbursed for the purchase of Essential Items as a result of Your checked Baggage being delayed by the Common Carrier for twelve (12) hours or more, during the Trip en route to Your

destination and before returning to Your original point of departure. Proof of delay of checked Baggage from the Common Carrier along with receipts of purchases must accompany Your claim. Purchases must be made within thirty-six (36) hours of Your arrival at Your destination. The costs of items purchased under this benefit will reduce the maximum amount payable under the Baggage and Personal Effects benefit, if it is later determined that Your personal Baggage has been lost, stolen or damaged.

Additional Conditions specific to Baggage and Personal Effects Insurance:

1. In the event of loss of an article which is part of a pair or set, the measure of loss shall be at a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of such article and with the understanding that such loss shall not be construed to mean total loss of the pair or set.
2. We shall not be liable beyond the Actual Cash Value of the property at the time any loss occurs. We reserve the right to repair or replace any damaged or lost property with other of like quality and value, and to require submission of property for appraisal of damage.

4.4.2 Baggage and personal effects benefits exclusions

This insurance does not cover, provide services for or pay claims resulting from:

1. Loss caused by normal wear and tear, gradual deterioration, moths, or vermin.
2. Animals; automobiles, (including equipment and contents), trailers, motorcycles, bicycles, boats, motors, other conveyances or their accessories; souvenirs, fragile or collectible items; consumable or perishable goods; household effects and furnishings; contact lenses, prescription glasses, non-prescription sunglasses; artificial teeth and prostheses, medical equipment and appliances; money, securities; Tickets, documents; any property pertaining to a business, profession or occupation; personal computers; software; or cellular phones.
3. Loss or damage to jewelry, gems, watches and furs or garments trimmed with fur and camera equipment while in the custody of an airline or Common Carrier.
4. Loss of covered and non-covered items sustained due to any process or while being worked upon; radiation; confiscation by any government authority;

war (declared or undeclared); or contraband or illegal transportation or trade.

5. Loss incurred while You are performing a negligent act(s) or criminal act(s).
6. Items specifically or otherwise insured.

5 Conditions

1. **Due Diligence:** The Primary Cardholder and any Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance.
2. **False Claim:** If a Primary Cardholder or Insured Person makes any claim knowing it to be false or fraudulent in any respect, coverage under this Policy shall cease and there shall be no payment of any claim made under this Policy or the Policy.
3. In the event of a payment under this Policy, We have the right to proceed in the name of any Insured Person against third parties who may be responsible for giving rise to a claim under this insurance. We have full rights of subrogation. The Insured Person will execute and deliver such documents, and fully cooperate with Us, so as to allow Us to fully assert Our right to subrogation. The Insured Person will not do anything after the loss to prejudice such rights.
4. You must repay to Us amounts paid or authorized for payment on Your behalf if We later determine the amount is not payable under this insurance.
5. You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty (30) days from the date the claim arises. The Operations Centre must be provided by You or someone acting on Your behalf with satisfactory proof of loss no later than ninety (90) days from the date the claim arises.
Satisfactory proof of loss means, proof satisfactory to Us of:
 - a. the occurrence of the Accidental Bodily Injury, the theft of or damage to the Rental Car, or the death of You or Your Immediate Family Member;
 - b. the cause or nature of the event resulting in the Accidental Bodily Injury, the theft of or damage to the Rental Car, or the death of You or Your Immediate Family Member;
 - c. the loss, expense or service for which benefits are being claimed (original itemized receipts);

- d. the right of the claimant to receive payment.
6. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the event for which benefits are being claimed. Failure to provide the requested documentation to substantiate Your claim under this Policy will invalidate Your claim.
7. You agree to cooperate fully with Us, and as a condition precedent to the payment of benefits, the Operations Centre reserves the right to obtain all pertinent records or information from any physician (with no blood or marital relation to the Insured Person), dentist, practitioner, hospital, clinic, insurer, individual or institution to assess the validity of a claim submitted by or on behalf of any Insured Person. Failure to provide the requested documentation to substantiate Your claim under this Policy will invalidate Your claim.
8. **Physical Examination:** The Operations Centre has the right to investigate the circumstances of loss and to require a medical examination; and in the event of death to require an autopsy at the cost of the Insurer if not prohibited by law.

6 General provisions

1. All amounts stated in the Policy are in Canadian currency unless otherwise indicated. If You have paid a covered expense, You will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.
2. **Payment of Benefits:** Benefits payable under this Policy will be paid within sixty (60) days of receipt of satisfactory proof of loss. Payment made in good faith will discharge Us to the extent of this claim.
3. **Legal Action:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The*

Limitations Act (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*. In addition You, Your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Policy was issued and at a venue We and/ or Allianz Global Assistance choose.

4. Notwithstanding anything to the contrary, no provision of this Policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly stated in writing and signed by Us.
5. The benefits, terms and conditions of this Policy shall be governed by the insurance laws of the province or territory in Canada where the Insured Person normally resides.
6. Any provision of this Policy, which is in conflict with any federal, provincial or territorial law of the Insured Person's place of residence, is hereby amended to conform to the minimum requirements of that law.

7 Claim filing procedures

Please contact Us at 1-877-704-0341 or 519-741-0782 to obtain a claim form.

This insurance will not pay for any interest.

As a condition to the payment of benefits under this insurance, We will need certain information from You if You need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

1. **General Documentation**
 - a. Receipts and itemized bills for all expenses.
 - b. Original of any refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.
2. **Collision Damage Waiver (CDW) Benefits**
 - a. A copy of the original police report when the resulting loss from damage or theft was over \$500.
 - b. The original front and back pages of the opened and closed-out Rental Car Agreement.
 - c. An itemized statement of repairs for the Rental Car (unless Our representative has seen the car).

3. **Car Rental Accidental Death & Dismemberment Benefits**
 - a. Certified death certificate.
 - b. Medical records pertaining to the accident.
 - c. Police report or any other accident reports filed.
4. **4. Car Rental Personal Effects Benefits**
 - a. Original police report or other report to local authorities.
 - b. An itemization and description of the stolen or damaged items and their estimated value.
 - c. A copy of the receipts, credit card statements, or cancelled cheques for the personal property stolen or damaged.
 - d. Estimate of repairs, if applicable.
 - e. Photo of the damaged item, if applicable.
 - f. Declaration page from any other applicable insurance or a notarized statement that an Insured Person has no other insurance.
 - g. Original Rental Car Agreement.
 - h. A copy of an Insured's monthly billing statement reflecting the charge for the Rental Car.
5. **Unexpected Return Home Benefits**
 - a. A copy of the Immediate Family Member's death certificate.
6. **Flight Delay Benefits**
 - a. Original police, Common Carrier or other report that verifies the cause and duration of the delay.
 - b. Original, itemized receipts.
7. **Baggage and Personal Effects Benefits**
 - a. Original claim determination from the Common Carrier, if applicable.
 - b. Original police report or other report of local authorities.
 - c. Original receipts and list of stolen, lost or damaged items.
 - d. Statement of loss providing amount of loss, date, time and cause of loss.

8 Protecting your personal information

Protecting Your personal information is a top priority. This Privacy Notice explains how and what types of personal data will be collected, why it is collected and to whom it is shared or disclosed. **PLEASE READ THIS NOTICE CAREFULLY.**

Allianz Global Risks US Insurance Company (Canadian Branch) (the “insurer”) and the insurer’s insurance administrator, Allianz Global Assistance and the group policyholder, and the insurer’s agents, representatives and reinsurers (for the purpose of this Privacy Notice collectively “We” “Us” and “Our”) require Your personal information.

Personal Information We collect

We will collect Your personal information including but not limited to:

- Surname, First name
- Address
- Date of Birth
- Telephone numbers
- Email addresses
- Credit/debit card and bank account information
- Sensitive personal information such as: Medical information relating to Your health status, excluding genetic test results.

How will we obtain and use your personal information?

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with You
- To consider any application for insurance
- If approved, to issue a Policy or Certificate of Insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses
- To adjudicate claims and to determine eligibility for insurance benefits
- To provide assistance services

- For fraud prevention and debt collection purposes
- As required or permitted by law.

We reserve our right to collect personal information, necessary for insurance purposes, from the following individuals:

- Individuals who apply for insurance products
- Certificate holder and/or Policyholders
- Insureds and/or Claimants
- Family Members, spouses, or as a last resort friends or travelling companions of a Certificate or Policyholder, Insured or Claimant, in cases where the proper individual is unable, for medical or other reasons, to communicate directly with Us.

Who will have access to Your personal information?

We disclose information for insurance purposes, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends/travelling companions of the Certificate holder or Policyholder, Insured or Claimant and agencies. We may also use and disclose information from Our existing files for insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file. Upon Your request and authorization, We may also disclose this information to other persons. From time to time, and if permitted by applicable law, We may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional purposes”). In some instances We may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

What are Your rights in respect of Your personal data?

When permitted by applicable law and regulations You have the right to:

- Access Your personal data held about You
- Withdraw consent at any time where Your personal data is processed
- Update or correct Your personal information so that it is always accurate

- Delete Your personal information from our records, if it is no longer needed for the purposes indicated above
- File a complaint with Us and/or relevant data protection authority.

You may exercise these rights by contacting the Privacy Officer at privacy@allianz-assistance.ca.

How long do We keep Your personal data?

We will retain the personal information We collect for a specified period of time and in a storage method appropriate with legal and Our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information We have on file by contacting the Privacy Officer at privacy@allianz-assistance.ca or by writing to:

Privacy Officer

Allianz Global Assistance

4273 King Street East
Kitchener, ON N2P 2E9

How can You contact Us?

For information about how to obtain access to written information about Our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at privacy@allianz-assistance.ca.

For a complete copy of Our Privacy Policy please visit www.allianz-assistance.ca.

Contact Information

Allianz Global Assistance

Please contact Allianz Global Assistance with any questions or claims. Toll-free: 1-877-704-0341 (In Canada & U.S.)

How often do We update this privacy notice?

We regularly review this Privacy Notice. We will ensure the most recent version is available on Our website, www.allianz-assistance.ca.

Before You Travel

It is important that You understand what is and isn't covered under your coverage.

Read Your Certificate of Insurance carefully for complete coverage details.

We're available 24/7 to answer your questions. Call 1-877-704-0341 or collect 1-519-741-0782.

SECTION B: YOUR COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FROM CHUBB INSURANCE COMPANY OF CANADA

In Section B of this Certificate of Insurance, certain terms have defined meanings. Those defined terms are as follows. Defined terms are capitalized throughout this document.

9 Definitions

Account means the Primary Cardholder's Mastercard account, which is in Good Standing.

Benefit Amount means the Loss amount applicable at the time the entire cost of the Passenger Fare(s) is charged to Your Mastercard Account.

Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

Dependent Child(ren) means an unmarried natural, adopted or stepchild of a Primary Cardholder dependent on the Primary Cardholder for maintenance and support who is:

1. under twenty-one (21) years of age;
2. under twenty-six (26) years of age and a full-time student attending a recognized college or university; or
3. twenty-one (21) years of age or older and permanently mentally or physically challenged and incapable of selfsupport and became so while eligible as a dependent child.

Family Cardholder means a Primary Cardholder's Spouse and/or Dependent Child who have been issued a supplemental Mastercard by the Policyholder.

Good Standing means being in full compliance with all of the provisions of the Cardholder Agreement in force between the Primary Cardholder and the Policyholder, as amended from time to time.

Insured Person means the Primary Cardholder, their Spouse and Dependent Children.

Loss means, with respect to a hand, complete severance throughout or above the knuckle joints of at least four (4) fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint. The Company

will consider it a loss of hand or foot even if they are later reattached.

Mastercard means a BMO World Mastercard issued by the Policyholder.

Passenger Fare means a ticket for travel on a Common Carrier which has been completely charged to the Account. Tickets obtained through the redemption of loyalty points earned under the Mastercard reward program are eligible providing that all applicable taxes and/or fees have been charged to the Primary or Family Cardholder's Account or paid through the redemption of loyalty points earned under the Mastercard reward program.

Primary Cardholder means the cardholder who has signed an application for a Mastercard, as primary cardholder, and for whom the Mastercard Account is established.

Spouse means the person who is legally married to the Primary Cardholder; or if there is no such person, the person who has been living with the Primary Cardholder in a conjugal relationship and who resides in the same household as the Primary Cardholder and is publicly represented as the spouse of the Primary Cardholder. For the purposes of this insurance the Primary Cardholder may have only one (1) spouse.

We, Us, Our means Chubb Insurance Company of Canada.

You or Your means the Insured Person.

10 Benefits – coverage period and description of coverages

10.1 Accidental death and dismemberment benefits

Coverage Eligibility

This travel insurance plan is provided to You automatically when the entire cost of the Passenger Fare(s) is charged to the Account while the insurance is effective. Passenger fare(s) obtained through the redemption of loyalty points earned under the Mastercard reward program are also covered providing that all applicable taxes and/or fees have been charged to the Primary or Family Cardholder's Account or paid through the redemption of loyalty points earned under the Mastercard reward program. It is not

necessary for You to notify the administrator or the insurance company when tickets are purchased.

Insured Person

The Primary Cardholder, their Spouse and Dependent Child(ren) will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed Common Carrier, provided the Passenger Fare is charged to the Account. If the Passenger Fare has been charged to the Account prior to departure for the airport, terminal or station, coverage is also provided for Common Carrier travel (including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge), immediately, a) preceding Your departure, directly to the airport, terminal or station b) while at the airport, terminal or station, and c) immediately following Your arrival at the airport, terminal or station of Your destination. If the Passenger Fare has not been charged to the Account prior to Your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the travel Passenger Fare is charged to the Account.

Coverage Benefits

The full Benefit Amount is payable for accidental loss of life, two (2) or more members, sight of both eyes, speech and hearing or any combination thereof. One half of the Benefit Amount is payable for accidental loss of: one (1) member, sight of one (1) eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. The loss must occur within one (1) year of the accident. The Company will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Insurance Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual insured as the result of any one accident.

The limit of coverage for an Insured Person whose coverage has become effective shall be:

- **CAD Dollar Mastercard – \$500,000 CAD**
Accidental Death Insurance
- **U.S. Dollar Mastercard – \$100,000 CAD**
Accidental Death Insurance

In the event of multiple accidental deaths per credit card Account arising from any one accident, the Company's liability for all such losses will be limited to a maximum limit of insurance equal to three times the applicable Benefit Amount for loss of life. Benefits will be

proportionately divided among the Insured Persons up to the maximum limit of insurance.

Beneficiary

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order:

1. the Insured Person's Spouse,
2. the Insured Person's children,
3. the Insured Person's parents,
4. the Insured Person's brothers and sisters,
5. the Insured Person's estate.

All other indemnities will be paid to the Insured Person.

If you wish to designate a specific beneficiary, please contact 1-800-337-2632.

10.1.1 Accidental death and dismemberment exclusions and limitations

This insurance does not cover loss resulting from:

1. an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria), or bodily malfunctions;
2. suicide, attempted suicide or intentionally self inflicted injuries;
3. declared or undeclared war, but war does not include acts of terrorism.

This insurance also does not apply to an accident occurring while an Insured Person is in, entering, or exiting any aircraft while acting or training as a pilot or crew member, but this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

This description of coverage is not a contract of insurance but is simply an informative statement of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of Insurance are contained in the master policy on file with the Policyholder. If a statement in this description of coverage and any provision in the policy differ, the policy will govern. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the province

or territory in which this policy is issued are amended to conform with such statutes.

11 Claim filing procedures for AD&D Chubb claims

Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please contact the Plan Administrator.

**Plan Administrator
CSI Brokers Inc.**

1 Yonge Street, Suite 1801
Toronto, ON
M5E 1W7

U.S. Administrator – DFS&A Insurance Agency, Inc.

1-800-337-2632

As a condition to the payment of benefits under this insurance, We will need certain information from You if You need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

- A copy of the invoice showing Your Mastercard Account and/or loyalty points earned under the Mastercard reward program as the method of payment;
- Certified death certificate;
- Medical records pertaining to the accident; and
- Police report or any other accident reports filed.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

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