

Neo Financial Mastercard: Flight Delay Insurance

IMPORTANT

Coverage under this certificate only applies to Cardholders who have a Card and are subscribed to the Travel Perk at time of purchase of the airline ticket, through to and including when the claim occurs. The full cost of the airline ticket must be paid with the Card.

Please read this Certificate of Insurance (the “Certificate”) carefully, keep it in a safe place and carry it with You when You travel.

GENERAL INFORMATION

All capitalized terms are defined in the “Definitions” section of this Certificate.

We certify that effective June 13, 2022, Master Policy 9912-0321, (the “Master Policy”) issued by Chubb Insurance Company of Canada, 199 Bay Street, Suite 2500, P.O. Box 139, Commerce Court Postal Station, Toronto, Ontario, M5L 1E2 to Neo Financial Technologies Inc. (“Neo”) provides Flight Delay Insurance for You.

This Certificate is not a contract of insurance. It contains the terms and conditions of Your insurance under the Master Policy.

All benefits are subject in every respect to the Master Policy which alone constitutes the Agreement under which payments are made.

This insurance coverage may be cancelled or modified at the option of Neo at any time.

For general coverage inquiries or to report a claim, contact Crawford & Company (Canada) Inc.:

1-888-552-3236 (international toll free) or
416-957-5092 (local)
<https://ca-fnol.claims.global/chubbcc>

Notice of claim must be provided forty-eight (48) hours after the occurrence or commencement of any loss covered by this Certificate or as soon thereafter as is reasonably possible.

ELIGIBILITY

The Cardholder is eligible to be insured under this Certificate if at the time the full cost of Your airline ticket was paid for with the Card and including the period of time up to and when You check in with the Air Carrier, the Cardholder:

- is a Permanent Resident of Canada
- has a Card with the Travel Perk; and
- has an Account in Good Standing.

A Spouse is eligible to be insured under this Certificate if at the time full cost of Your airline ticket was paid for with the Card and including the period of time up to and when the Spouse checks in with the Air Carrier:

- the Cardholder is eligible to be insured under this Certificate as described above, even if the Cardholder is not travelling; and
- the Spouse is a Permanent Resident of Canada and continues to meet the definition of Spouse.

A Dependent Child is eligible to be insured under this Certificate if at the time full cost of Your airline ticket was paid for with the Card and including the period of time up to and when the Dependent Child is checks in with the Air Carrier:

- the Cardholder is eligible to be insured under this Certificate as described above; and
- the Dependent Child is a Permanent Resident of Canada, is travelling with either the Cardholder or Spouse; and continues to meet the definition of Dependent Child.

WHEN COVERAGE IS EFFECTIVE

This insurance coverage is effective when the full cost of the airline ticket issued by an Air Carrier was charged to the Card.

WHEN COVERAGE BEGINS

Provided You have checked in with the Air Carrier, Your insurance coverage begins as follows:

Missed connection – Insurance coverage begins four (4) hours after the Air Carrier’s aircraft has arrived at a connecting point for Your flight when due to the delay of Your incoming flight, You miss a confirmed onward connecting flight and no alternative onward transportation is made available to You by the Air Carrier within four hours of the scheduled departure time of the onward connecting flight.

Delay Flight Departure - Insurance coverage begins four (4) hours after the scheduled departure time of Your confirmed scheduled flight when such flight is delayed and no alternative transportation is made available to You by the Air Carrier within four hours of the scheduled departure time of the original flight.

Denied Boarding - Insurance coverage begins four (4) hours after You have been denied boarding of the aircraft due to overbooking on Your confirmed scheduled flight when, no alternative transportation is made available to You by the Air Carrier within four hours of the scheduled departure time of the original flight.

WHEN COVERAGE ENDS

Insurance coverage ends on the earliest of:

- A) the time You take any alternative transportation;
- B) forty-eight (48) hours after You had a Missed Connection, Delayed Flight Departure or You were Denied Boarding;
- C) Your actual return date;
- D) the date on which the Card is cancelled;
- E) the date on which the balance of the Card is sixty (60) days past due;
- F) the date on which the Master Policy terminates; or
- G) the date on which Neo receives notice from the Cardholder to cancel the Card.

BENEFITS

We will reimburse You up to \$250 per day for the reasonable and necessary expenses You incur as a result of a missed connection, denied boarding or flight departure delay for hotel accommodation, restaurant meals, refreshments, Emergency Purchases and other Sundry Items, for a maximum of forty-eight (48) hours or until alternative transportation is made available and to an overall maximum of \$500 per any one occurrence of missed connection, denied boarding and flight departure delay.

If there is more than one individual making a claim, the maximum payable is \$500 aggregate per any one occurrence of missed connection, denied boarding and flight departure delay.

All benefits payable to You under the Master Policy are in excess of all other applicable valid insurance, indemnity or protection available to You in respect of the loss. 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 Certificate. This insurance coverage will not apply as contributing insurance and this “non-contribution” shall supersede despite any “non-contribution provision” in other insurance indemnity or protection.

EXCLUSIONS

This insurance does not cover any loss arising from or related to:

- Insufficient Time for Connection – insufficient allotment of time for legally connecting flights according to Air Carrier regulations
- Purchases After Transportation is Offered - Emergency Purchases made after You were offered alternative transportation
- Intentional Acts – damage due to intentional acts
- Criminal Offence – committing or attempting to commit a criminal act
- War or Insurrection – declared or undeclared war, or any act of war, riot or insurrection; or hostilities, rebellion, revolution or usurped power
- Cyber Incident

CLAIMS PROCEDURES

Notice of claim must be provided to Crawford & Company (Canada) Inc. forty-eight (48) hours after the occurrence or commencement of any loss covered by this Certificate or as soon thereafter as is reasonably possible, by telephone at 1-888-552-3236 (international toll free) or 416-957-5092 (local) or online at <https://ca-fnol.claims.global/chubbcc>. Please submit written notice of Your claim within thirty (30) days of the date of loss with such supporting documentation as You are then able to provide to:

Crawford and Company (Canada) Inc.
National Claims Management Centre
100 Milverton Drive, Suite 300
Mississauga, Ontario L5R 4H1
Fax - 905-602-0185
Email: NeoClaims@crowco.ca

1-888-552-3236 (international toll free) or
416-957-5092 (local)
<https://ca-fnol.claims.global/chubbcc>

The following documents must accompany Your claim:

- A) proof that the airline ticket was paid for using the Card;
- B) the Air Carrier's report substantiating the loss and any settlement;
- C) receipts for hotel or motel accommodation, restaurant meals, refreshments, Emergency Purchases and other Sundry Items.

DEFINITIONS

"Account" means the Cardholder's account maintained by Neo.

"Air Carrier" means a commercial air service licensed by the airline authority of the country of registration which has scheduled air services.

"Card" means the Neo Financial Mastercard issued by ATB Financial pursuant to license by Mastercard International Incorporated for which the Cardholder has elected for the Travel Perk.

"Cardholder" means the person whose name is embossed on the Neo Financial Mastercard and who is a Permanent Resident of Canada.

"Computer Programs" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

"Cyber Incident" means any of the following acts:

- A) unauthorized access to or use of Your Digital Data;
- B) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data;
- C) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against an Your Digital Data; or
- D) restriction or inhibition of access to or directed against Your Digital Data.

"Dependent Child" means the Cardholder's dependent unmarried child (natural, adopted or foster) who is under the Cardholder's care, resides in the same household as the Cardholder, and who is:

- A) under twenty-one (21) years of age,
- B) under twenty-six (26) years of age and a full-time university or college student; or
- C) mentally or physically handicapped and incapable of self-sustainment employment and totally reliant on the Cardholder for support.

"Digital Data" means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of an Air Carrier to store information, process information, and transmit information over the internet.

“Emergency Purchases” means essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable by the missed connection, denied boarding and flight departure delay.

“Good Standing” means an Account that:

- the Cardholder has applied for;
- Neo has approved and opened;
- the Cardholder has not advised Neo to close; and
- Neo has not suspended or revoked credit privileges for or otherwise closed.

“Permanent Resident” means a person who resides in Canada for at least six (6) months of the year. However, individuals otherwise eligible for coverage who are members of the Canadian Foreign Service need not satisfy this requirement.

“Spouse” means the person who is legally married to the Cardholder or if there is no such person, is a person who qualifies as a common law or domestic partner under the provisions of the laws of the jurisdiction in which the Cardholder resides.

“Sundry Items” means reading materials, such as a magazine or a book, games, and other such small items.

“You”, “Yourself” and “Your” refer to:

- A) the Cardholder;
- B) the Spouse, and
- C) all Dependent Children when the Dependent Children travel with the Cardholder, or Spouse.

“We”, “Us” and “Our” refers to Chubb Insurance Company of Canada.

GENERAL CONDITIONS

FALSE CLAIM

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

ACCESS TO DOCUMENTS

You, and any claimant under the insurance, may request a copy of the Master Policy, subject to certain access restrictions.

LEGAL ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (or other applicable legislation) in the Cardholder's province or territory of residence.

CANADIAN CURRENCY

Amounts shown throughout this certificate are in Canadian currency. Payment and reimbursement shall be payable in Canadian dollars. If currency conversion is necessary, We will use the exchange rate on the date of the loss. This insurance will not pay for any interest.

SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits Us from providing insurance, including, but not limited to, the payment of claims.

PROTECTING YOUR PRIVACY

At Chubb, We are committed to protecting our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by Us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and coordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca.

COMPLAINTS PROCEDURES

If You have a complaint about any aspect of this insurance coverage, please call 647-798-6161 or Toll Free 1-800-387-7199 between 8:30 a.m. and 4:30 p.m. (ET), Monday to Friday.

If for some reason You are not satisfied with the resolution to their complaint, You may communicate Your complaint in writing to our complaints officer:

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

If You are still not satisfied with the resolution to Your complaint, You may communicate Your complaint to:

General Insurance OmbudService
1-877-225-0446
<https://giocanada.org/submit-a-complaint-2/>

GENERAL INQUIRIES

For general coverage inquiries contact Crawford & Company (Canada) Inc.:

1-888-552-3236 (international toll free) or
416-957-5092 (local)