

# Purchase Protection and Extended Warranty

Certificate of Insurance

### **IMPORTANT NOTICE – PLEASE READ CAREFULLY**

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

Coverage under this Certificate of Insurance is secondary to any insurance under which an eligible item is otherwise insured in whole or in part. (Please refer to section 3.3 of this Certificate of Insurance).

This Certificate of Insurance is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies (“CUMIS”) under Group Policy No. FC310000-C (the “Policy”) issued to Bank of Montreal (the “Policyholder”, “BMO”). The Insured Person and any claimant under this insurance may request a copy of the Group Policy subject to certain access restrictions. The insurance described in this Certificate of Insurance is for eligible Commercial Mastercard Primary Cardholders of BMO whose Accounts are in Good Standing. This Insurance is administered by Allianz Global Assistance through the Operations Centre.

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, whether an Account is in Good Standing and whether the insurance pursuant to this Certificate of Insurance has come into or is in force. No person is eligible for coverage under more than one certificate 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 certificate, such person shall be deemed to be insured only under the certificate which affords that person the greatest amount of insurance coverage. This Certificate of Insurance supersedes any certificate previously issued to You.

This Certificate of Insurance is effective on the date BMO receives and approves the Primary Cardholder’s application for a BMO Commercial Mastercard.

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## 1. Definitions

In this Certificate of Insurance, certain terms have defined meanings. Defined terms are capitalized throughout this document.

**Account** means the Primary Cardholder’s Commercial Mastercard Account, which is in Good Standing with BMO.

**Business Property** means tangible, movable property, purchased through the Account and used only for the business for which this Account was established.

**Certificate of Insurance** means a summary of the benefits provided to you under the Policy issued to BMO.

**Commercial Mastercard** means the BMO Commercial Mastercard.

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

**Gift(s)** means the voluntary transfer of tangible moveable property without consideration.

**Good Standing** means being in full compliance with all of the provisions of the BMO Commercial Mastercard Account Agreement, as amended from time to time.

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

**Mysterious Disappearance** means when the article of Business 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.

**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.

**Primary Cardholder** means the business owner or any employee ordinarily residing in Canada who has been issued a Commercial Mastercard card by the Policyholder, with his or her name embossed on such card, and for whom the Commercial Mastercard Account is established and in Good Standing.

**Purchase Price** means the full cost of an item (including taxes) evidenced by a receipt and charged to the Commercial Mastercard Account. Items obtained through the redemption of loyalty points earned under the Commercial Mastercard reward program must have the taxes and/or fees charged to the Account to be eligible for coverage.

**We, Our, Us** means CUMIS General Insurance Company, a member of The Co-operators group of companies.

**You or Your** means the Primary Cardholder.

## 2. Insurance Effective and Termination Date

Except as otherwise stated herein, this Certificate of Insurance is effective on the date BMO receives and approves the application of the Primary Cardholder for a Commercial Mastercard which includes the benefits described in this Certificate of Insurance as a feature of their Commercial Mastercard.

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

1. The date of termination of the Commercial Mastercard Program to which the Primary Cardholder belongs;
2. The date You are no longer eligible to participate (in which case, you will be notified by BMO);
3. The date the eligible Account ceases to be in Good Standing;
4. The date the Policy is terminated.

## 3. Benefits – Coverage Period and Description of Coverages

### 3.1 PURCHASE PROTECTION BENEFITS

*Insured Person* means the Primary Cardholder.

#### Coverage Eligibility

The following benefits apply when You charge the full Purchase Price of a Business Property item to Your Account. Items obtained through the redemption of loyalty points earned under the Commercial Mastercard reward program are covered. Items purchased for personal use are not eligible under this Certificate of Insurance.

#### Coverage Period

Most items are automatically covered for ninety days from the date of purchase, subject to the terms and conditions of this Certificate of Insurance. There is no registration of the item required.

#### Coverage Benefits

This insurance covers against theft of or damage to covered items, anywhere in the world. If such item is stolen or damaged, it will be repaired, replaced or You will be reimbursed the Purchase Price, at Our discretion.

The overall lifetime maximum of applicable insurance for Purchase Protection and Extended Warranty is \$60,000 per Account.

**Please see section 3.3 for applicable exclusions and limitations to this coverage.**

## 3.2 EXTENDED WARRANTY BENEFITS

*Insured Person* means the Primary Cardholder.

#### Coverage Eligibility

The following benefits apply when You charge the full Purchase Price of a Business Property item to Your Account. Regardless of where the item is purchased, the original manufacturer's warranty must be valid in Canada. Coverage is available automatically, except when the original manufacturer's warranty exceeds five years in which case You must register the item with the Operations Centre within one year of the date of purchase. Items obtained through the redemption of loyalty points earned under the Commercial Mastercard reward program are covered. Items purchased for personal use are not eligible under this Certificate of Insurance.

#### Coverage Benefits

This insurance provides for an extension of the original manufacturer's warranty up to a maximum extension of one year. We will reimburse You, at Our discretion, the lesser of the cost to repair or to replace the item. Terms of the extension will be in accordance with the original manufacturer's warranty, excluding any extended warranty offered by the manufacturer or any other party.

The overall lifetime maximum of applicable insurance for Extended Warranty and Purchase Protection is \$60,000 per Account.

**Please refer to section 3.3 for applicable exclusions and limitations.**

## 3.3 EXCLUSIONS AND LIMITATIONS

### 3.3.1 PURCHASE PROTECTION EXCLUSIONS AND LIMITATIONS

In addition to the General Exclusions and Limitations, these specific exclusions and limitations apply to Purchase Protection benefits.

1. The following items are not covered:
  - (a) traveller's cheques, money (paper or coin), tickets, documents, bullion, banknotes, negotiable instruments or other numismatic property;
  - (b) animals, fish, birds or living plants;
  - (c) consumable and/or perishable goods;
  - (d) mail order purchases, or purchases made from an online site, until delivered and accepted by You in perfect condition;
  - (e) golf balls;
  - (f) stock/inventory or resale items;

- (g) used and/or pre-owned items, newly purchased items that have been rebuilt, refurbished or returned and re- sold;
  - (h) automobiles, trailers, motorcycles, motorboats, or accessories attached to or mounted on such property, airplanes, motor scooters, snow blowers, riding lawnmowers, golf carts, lawn tractors, motorized wheelchairs or any other motorized vehicles (except for miniature electrically powered vehicles intended for children) or any of their respective parts or accessories;
  - (i) jewelry, gems, watches and furs or garments trimmed with fur stored in baggage unless such baggage is hand carried under Your personal supervision;
  - (j) property illegally acquired, kept, or stored or property seized or confiscated for breach of any law or by order of any public authority; and
  - (k) Items left behind.
2. Where a covered item is part of a pair or set, You will receive no more than the value of the particular part or parts stolen or damaged, regardless of any special value that the item may have as part of an aggregate Purchase Price of such pair or set.
  3. The Operations Centre, may, at its sole option, elect to
    - a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part), upon notifying You of its intention to do so within sixty days following receipt of the required proof of loss; or
    - b) reimburse You for the item, not exceeding the Purchase Price.
  4. You will be entitled to receive no more than the original Purchase Price of the covered item as recorded on the Commercial Mastercard sales receipt.

### 3.3.2 EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

In addition to the General Exclusions and Limitations, these specific exclusions and limitations apply to Extended Warranty benefits.

1. Extended Warranty benefits end automatically when the original manufacturer ceases to carry on business for any reason whatsoever.
2. The following items are not covered:
  - (a) used and/or pre-owned items, newly purchased items that have been rebuilt, refurbished or returned and re- sold;
  - (b) automobiles, trailers, motorcycles motorboats or accessories attached to or mounted on such property, airplanes, motor scooters, snow blowers, riding

lawnmowers, golf carts, lawn tractors, motorized wheelchairs or any other motorized vehicles (except for miniature electrically powered vehicles intended for children) or any of their respective parts or accessories; and

- (c) items with a lifetime warranty.
3. The extended warranty applies only to any parts and/ or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. The Operations Centre, may, at its sole option, elect to replace the item should it prove to be less expensive than the cost of repair.

**Please note:** This insurance reflects the terms and conditions of the original manufacturer's warranty. Therefore, if the original warranty did not have the option for replacement instead of repair, this insurance will not have the option of replacement.

### 3.3.3 GENERAL EXCLUSIONS AND LIMITATIONS

1. Claims resulting from the following are not covered:
  - (a) fraud;
  - (b) abuse;
  - (c) hostilities of any kind (including but not limited to war, invasion, rebellion, insurrection);
  - (d) confiscation by authorities, risks of contraband, illegal activities;
  - (e) delay, loss of use, or consequential damages;
  - (f) normal wear and tear, gradual deterioration;
  - (g) loss or damage while undergoing any installation process or while being worked on, where damage results from such installation process or work;
  - (h) insects or vermin;
  - (i) flood, earthquake, radioactive contamination;
  - (j) setting, expansion or contraction, bulging, buckling or cracking, temperature changes, freezing, heating, atmospheric changes, dampness or dryness, evaporation and/or leakage of contents, exposure to light, change in texture, finish or colour, rust or corrosion;
  - (k) loss or damage to sports equipment and/or goods due to the use thereof;
  - (l) Mysterious Disappearance;
  - (m) inherent product defects;
  - (n) one of a kind items that cannot be replaced;

- (o) theft by the Primary Cardholder or the Primary Cardholder's business associates;
  - (p) products purchased with an unconditional guarantee; or
  - (q) theft from a vehicle, place of business, or residence when evidence of forcible entry is not apparent regardless of whether or not all entry points were locked.
2. Eligible items that You give as a Gift are covered, however You, not the recipient, must make the claim for benefits.
  3. Theft from a vehicle or residence when evidence of forcible entry is not apparent regardless of whether or not all entry points were locked.
  4. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney's fees are not covered.
  5. Sanctions – any business or activity that would violate any applicable national economic or trade sanction law or regulations.
  6. No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. You shall not assign these benefits other than benefits for Gifts as expressly provided in this Certificate of Insurance.
  7. Benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to You in respect of the item subject to the claim. We will only be liable 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” provision shall prevail despite any “non-contribution” provision in other insurance, indemnity or protection policies or contracts.
  8. The combined lifetime maximum of Purchase Protection and Extended Warranty insurance benefits is \$60,000 per Account.

#### 4. Conditions

1. **Due Diligence:** The Primary Cardholder shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by this insurance. Reasonable efforts must have been made by You to protect the Business Property (e.g. Store Your Business Property in the locked trunk of a vehicle, not inside where visible).
2. **False Claim:** If a Primary Cardholder makes any claim

knowing it to be false or fraudulent in any respect, coverage under this Certificate of Insurance shall cease and there shall be no payment of any claim made under this Certificate of Insurance.

3. **Subrogation:** In the event of a payment under this Certificate of Insurance, We have the right to proceed in the name of the Primary Cardholder against third parties who may be responsible for giving rise to a claim under this insurance. We have full rights of subrogation. The Primary Cardholder will execute and deliver such documents, and fully cooperate with Us, so as to allow Us to fully assert Our right to subrogation. The Primary Cardholder will not do anything after the loss to prejudice such rights.
4. Original receipts, manufacturer's warranties and other documents described in this Certificate of Insurance must be presented by You to file a valid claim.
5. You must notify the Operations Centre immediately after learning of any loss or occurrence. Upon receipt of such notice, the Operations Centre will provide You with the appropriate claim forms.
6. At the sole discretion of the Operations Centre, You may be required to send at Your own expense, the damaged item on which a claim is based to an address designated by the Operations Centre.
7. You, or someone acting on Your behalf, must give written notice of a claim to the Operations Centre not later than thirty 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 claim no later than ninety days from the date the claim arises.

Satisfactory proof of claim means proof satisfactory to Us of:

- the loss, expense or service for which benefits are being claimed (original itemized receipts); and
  - the right of the claimant to receive payment.
8. Failure to give notice of claim or furnish proof of claim 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 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 Certificate of Insurance will invalidate Your claim.

#### 5. General Provisions

1. **Currency:** All amounts stated in this Certificate of Insurance are in Canadian currency unless otherwise indicated.

2. **Payment of Benefits:** Benefits payable under this Policy of Insurance will be paid within sixty 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:** Any action or arbitration proceeding to recover benefits hereunder cannot be taken prior to sixty days after satisfactory proof of loss has been furnished in accordance with the requirements of this Certificate of Insurance. 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 addition You, Your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Certificate of Insurance was issued and at a venue We and/or Allianz Global Assistance choose.
4. **Waiver:** Notwithstanding anything to the contrary, no provision of the Policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly stated in writing and signed by Us.
5. **Governing Law:** The benefits, terms and conditions of the Policy shall be governed by the insurance laws of the province or territory in Canada where the Primary Cardholder normally resides.
6. **Conflict with Laws:** Any provision of the Policy, which is in conflict with any federal, provincial or territorial law of the Primary Cardholder's place of residence, is hereby amended to conform to the minimum requirements of that law.
7. **Salvage:** The applicable insurer has the right to request salvage in respect of any loss in respect of which a claim is made under coverage provided by the insurer hereunder. If salvage is requested, it must be remitted to the insurer at the Insured Person's expense. Failure to remit requested salvage may result in denial of the claim.

## 6. Claim Filing Procedures

You must notify the Operations Centre immediately after learning of any loss or occurrence. Upon receipt of such notice, the Operations Centre will provide You with the appropriate claim forms.

Please contact Us at 1-877-704-0341 or 1-519-741-0782 or visit [www.allianz-assistanceclaims.ca](http://www.allianz-assistanceclaims.ca) to obtain a claim form.

This insurance does not pay interest on benefits or for interest on charges made to Your Account.

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. Purchase Protection

- Your completed claim form.
- A copy of the original store receipt for the item purchased or obtained through the redemption of points.
- A copy of the Primary Cardholder's monthly billing statement reflecting the item purchased.
- Original police report or other report to local authorities.
- A copy of the original store receipt for the replacement item, if applicable.
- Estimate of repairs, if applicable.
- Photo of the damaged item, if applicable.
- Declarations page from any other applicable insurance or a notarized statement that the Primary Cardholder has no other insurance.

### 2. Extended Warranty

- Your completed claim form.
- A copy of the original store receipt for the item purchased or obtained through the redemption of points.
- A copy of the Primary Cardholder's monthly billing statement reflecting the item purchased.
- A copy of the manufacturer's original warranty.
- A copy of the repair bill or estimate from the manufacturer's authorized repair facility.
- A copy of the original store receipt for the replacement item, if applicable.

At the sole discretion of the Operations Centre, You may be required to send at Your own expense the damaged item on which a claim is based to an address designated by the Operations Centre.

## 7. Protecting Your Personal Information

CUMIS General Insurance Company, a member of The Co-operators group of companies (the "insurer") and the insurer's insurance administrator, Allianz Global Assistance, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we", "us" and "our") require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification

- medical records and information about you
- records that reflect your business dealings with and through us.

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 investigate 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 only collect personal information necessary to the insurance purposes from individuals who apply for insurance, Certificate holders, insureds, claimants.

In some cases we also collect personal information from members of a Certificate holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, other Allianz group companies, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate holder or claimant. We may also use and disclose information from our existing files for the 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").

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify Allianz Global Assistance. A person may decline to have their information

collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Certificateholder's, insured's or claimant's file that we establish and maintain in the offices of Allianz Global Assistance. 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.

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](mailto:privacy@allianz-assistance.ca).

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](mailto:privacy@allianz-assistance.ca) or by writing to:

**Privacy Officer**  
**Allianz Global Assistance**  
 700 Jamieson Parkway  
 Cambridge, ON  
 N3C 4N6

For a complete copy of our Privacy Policy visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca)

## CONTACT INFORMATION

**Administered by:**  
**Allianz Global Assistance**

Please contact Allianz Global Assistance with any questions or claims.

700 Jamieson Parkway  
 Cambridge, ON  
 N3C 4N6

Toll-free: 1-877-704-0341 (In Canada & U.S.)  
 Collect: 519-741-0782 (from elsewhere)

**Underwritten by:**  
**CUMIS General Insurance Company**

P.O. Box 5065, 151 North Service Road  
 Burlington, ON  
 L7R 4C2  
 1-800-263-9120



We're available 24/7 to answer your questions.



**Toll-free Canada/US**

1-877-704-0341



**Collect Worldwide**

1-519 741-0782

**Email us**

[questions@allianz-assistance.ca](mailto:questions@allianz-assistance.ca)



**Read your Certificate of insurance**

carefully for a complete list of coverage details.

