

# Optional Insurance Coverage

Trip Cancellation/Trip Interruption  
and Excess Personal Effects



## Optional Insurance Coverage

### Trip Cancellation/Trip Interruption and Excess Personal Effects

#### Underwritten by:

CHUBB INSURANCE COMPANY OF CANADA (the "Company")  
199 Bay Street, Suite 2500, P.O. Box 139, Commerce Court Postal Station  
Toronto, Ontario, M5L 1E2

#### Administered by:

WORLD TRAVEL PROTECTION CANADA INC. ("WTP")  
901 King Street West, Suite 300, Toronto, Ontario M5V 3H5

The coverage outlined in this Certificate of Insurance is provided to eligible **Qualified Travellers** by the Company under Master Policy number 6476-47-99 (hereinafter referred to as the "Policy") issued by the Company to Bank of Montreal (hereinafter called the "Policyholder"). The **Qualified Traveller** and any claimant under this insurance may request a copy of the Cardmember's application and a copy of the Master Policy.

## 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.

This certificate is non-cancellable with the following exception:

**Right to examine this insurance:** If the Cardmember notifies the Company that this insurance does not meet the Cardmember's needs within ten (10) days of the date of issue, the Company will provide a full refund of any premium paid, provided a **Qualified Traveller** has not already departed on a trip and has not incurred a claim.

### TRIP CANCELLATION/TRIP INTERRUPTION

If you need to cancel or interrupt your trip, call WTP right away to report your cancellation or to discuss alternate travel arrangements:

**Toll-free: 1-866-865-2617 (in Canada & the U.S.)**

**Collect: (416) 977-7743 (from elsewhere).**

### PERSONS COVERED - "QUALIFIED TRAVELLERS"

The following persons ("Qualified Travellers") are eligible for coverage:

- any person named on a ticket on any **Common Carrier** purchased in full with the Diners Club<sup>®†</sup> Card;
- any non ticketed infant up to two (2) years of age provided that the infant is endorsed on a ticket and the ticket is purchased with the Cardmember's Diners Club Card.

### COVERAGE

**Qualified Travellers** are eligible for reimbursement to a maximum of **\$2,000**, provided that the Cancellation or Interruption is caused by or results from:

- death, accidental injury, disease or physical illness of the **Qualified Traveller** or an **Immediate Family Member**; or
- default of the Scheduled **Common Carrier** resulting from financial insolvency.

### Coverage applies:

- in the event of the cancellation of the travel arrangements when the **Qualified Traveller** is prevented from travelling on a covered trip on or before the covered trip departure; or
- in the event the covered trip is interrupted either on the way to the point of departure or after the covered trip departure; and
- only to **Common Carrier** tickets purchased after Trip Cancellation/Trip Interruption and Excess Personal Effects Coverage has been purchased.

### DEFINITIONS

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

"**Immediate Family Member**" means the spouse, parent, grandparent, child, brother or sister and corresponding step and in-law relations of the **Qualified Traveller**.

### EXCLUSIONS

Coverage does not apply to loss caused by or resulting from:

- a pre-existing condition. Pre-existing condition means accidental bodily injury, disease or illness of the **Qualified Traveller** or an **Immediate Family Member** which occurs or manifests itself during the sixty (60) day period immediately prior to the purchase date of a **Common Carrier** passenger fare(s). Disease or illness has manifested itself when:
  - 1) medical care or treatment has been given; or
  - 2) there exists symptoms which would cause a reasonably prudent person to seek medical diagnosis, care or treatment.

The taking of prescription drugs or medication for a controlled condition throughout this sixty (60) day period will not be considered to be a manifestation of disease or illness.

- accidental bodily injuries arising from participation in interscholastic or professional sports events, racing or speed contests or uncertified scuba diving;
- war, suicide or intentional injury;
- cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a loss covered under this insurance;
- emotional trauma, mental illness, pregnancy or childbirth;
- being under the influence of drugs (except those prescribed and used as directed by a Physician) or alcohol;
- travelling against the advice of a Physician;
- travelling while on a waiting list for specified medical treatment;
- travelling for the purpose of obtaining medical treatment;
- travelling in the third trimester (seventh month or after) of pregnancy.

**Trip Cancellation/Trip Interruption coverage does not apply to Diners Club Cardmembers travelling on free or non-revenue tickets obtained through any frequent flyer program or promotion.**

#### **CLAIMS**

To file a claim, you must contact the Claims Administrator (World Travel Protection Canada Inc.) as soon as reasonably possible to request a claim form:

**Toll-free: 1-866-865-2617 (in Canada & the U.S.)**

**Collect: (416) 977-7743 (from elsewhere)**

**400 University Avenue, 15th Floor, Toronto, ON M5G 1S7.**

A claim form will be forwarded to your attention for completion.

**Completed claim forms should be returned to the Claims Administrator within 90 days from the date of the incident or the loss.**

Completed claim forms must be accompanied by the following documentation and forwarded by mail to the Claims Administrator:

- a copy of the **Common Carrier** ticket or Diners Club billing statement showing proof the ticket for the covered trip was purchased with the Diners Club Card;
- a statement from the Cardmember's Physician indicating the medical reason why the covered trip was cancelled; or
- proof of default of the **Common Carrier** (financial insolvency).

The **Qualified Traveller** will relinquish to the Company any unused vouchers, tickets, coupons or travel privileges for which the Company has reimbursed the **Qualified Traveller**.

#### **IMPORTANT**

Payment will not exceed the actual non-refundable amount paid by the **Qualified Traveller** for a **Common Carrier** passenger fare, to a maximum of **\$2,000**.

#### **\$1,000 EXCESS PERSONAL EFFECTS COVERAGE**

##### **PERSONS COVERED - "QUALIFIED TRAVELLERS"**

The following persons ("**Qualified Travellers**") are eligible for coverage:

- any person named on a ticket on any **Common Carrier** purchased with the Diners Club Card;
- any non ticketed infant up to two (2) years of age provided that the infant is endorsed on a ticket and the ticket is purchased with the Cardmember's Diners Club Card.

#### **COVERAGE**

**Qualified Travellers** are eligible for reimbursement of up to **\$1,000** for loss, theft or damage of baggage and/or personal effects worn or used by the **Qualified Traveller** when accompanying the **Qualified Traveller** on a trip provided that:

- the trip commenced with a **Common Carrier** ticket for which the full cost of the ticket was charged to the Diners Club Card.

Coverage is excess of all other insurance indemnity available to the **Qualified Traveller** (i.e. personal home insurance).

Payment is based on actual replacement cost of any lost or stolen article without deduction for depreciation, provided that the article is actually replaced; otherwise, payment is based on the actual cash value of the article at the time of the loss.

Excess Personal Effects coverage only applies to **Common Carrier** tickets purchased after Trip Cancellation/Trip Interruption and Excess Personal Effects Coverage has been purchased.

#### **DEFINITIONS**

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

## EXCLUSIONS

Coverage does not apply to:

- specific items of personal property: animals, trees, plants, shrubs, lawns, household furniture, automobiles, automobile equipment, motorcycles, boats, motors or other conveyances or their accessories, tickets, eye glasses and contact lenses, prosthetic devices including dentures, valuable papers and documents, securities, negotiable instruments and money, property pertaining to a business, profession or occupation, electronic devices, personal computers, software or cellular phones, merchandise for sale or sample merchandise or perishables;
- baggage that was checked with the airline (checked baggage begins with curbside check-in with airline designated personnel) or carried on board by the **Qualified Traveller**;
- loss resulting from confiscation, expropriation or detention by any government, public authority, customs or other officials;
- loss, damage or expense caused by or resulting from wear and tear, mechanical breakdown, inherent vice, latent defect, gradual deterioration, depreciation, insect, vermin, or by processing or any work upon the property, but if fire or explosion ensues, then the direct loss or damage caused by such ensuing fire or explosion shall not be excluded;
- loss or damage caused by corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
- loss resulting from any fraudulent, dishonest or criminal act(s) committed alone or in collusion with others by a **Qualified Traveller**; and any theft, robbery, burglary that does not show any signs of forcible entry;
- loss resulting from mysterious disappearance or unexplained shortage;
- items specifically or otherwise insured.

## CLAIMS

To file a claim, you must contact the Claims Administrator (World Travel Protection Canada Inc.) as soon as reasonably possible to request a claim form:

**Toll-free: 1-866-865-2617 (in Canada & the U.S.)**

**Collect: (416) 977-7743 (from elsewhere)**

**901 King Street West, Suite 300, Toronto, Ontario M5V 3H5**

A claim form will be forwarded to your attention for completion.

**Completed claim forms should be returned to the Claims Administrator within 90 days from the date of the incident or the loss.**

Completed claim forms must be accompanied by the following documentation and forwarded by mail to the Claims Administrator:

- proof of settlement from your personal insurance company;
- a copy of the police report, if applicable;
- itemized receipts for replaced items;
- a copy of your **Common Carrier** ticket or Diners Club billing statement showing proof that the **Common Carrier** ticket was purchased with your Diners Club Card.

## 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*.

## PROTECTING CARDMEMBER'S PRIVACY

Chubb Insurance Company of Canada is committed to protecting the Cardmember's privacy and the confidentiality of their personal information. Chubb Insurance Company of Canada is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for Chubb Insurance Company of Canada's compliance with this Privacy Policy. This Privacy Policy may change from time to time. The Cardmember can view the latest and entire version of the Policy by visiting our website at <http://www.chubb.com/international/canada>. If the Cardmember has any questions about this Privacy Policy, please contact the Chief Privacy Officer at 1-800-532-4822.

World Travel Protection Canada Inc. is committed to protecting the Cardmember's privacy and the confidentiality of their personal information. World Travel Protection Canada Inc. is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for World Travel Protection Canada Inc.'s compliance with this Privacy Policy. This Privacy Policy may change from time to time. If the Cardmember would like a copy of this Privacy Policy or has any questions about this Privacy Policy, please call us at 1-800-667-2523.