

RENTAL VEHICLE PERSONAL EFFECTS BENEFITS Insured Person means the Primary Cardholder and his/her Spouse, children, parent, parent-in-law, sister or brother while travelling with the Primary Cardholder.

Personal effects insurance covers loss, theft or damage to Your personal effects while such personal effects are in transit or in any hotel or other building, en route during a Trip with the Rental Vehicle for the duration of an eligible rental period.

Maximum coverage during such rental period is \$1,000 for each Insured Person, per occurrence. Total benefits during each rental period are limited to \$2,000 per Account.

GENERAL RENTAL VEHICLE EXCLUSIONS AND LIMITATIONS This insurance does not cover certain risks. We will not pay benefits if a claim is directly or indirectly a result of one or more of the following: 1) **Damage** – wear and tear, gradual deterioration, mechanical breakdown, insects or vermin, inherent flaw or damage; or 2) **Violation of Rental Agreement** – operation of the Rental Vehicle in violation of the terms of the rental agreement; or 3) **Intentional Acts** – damage due to intentional acts, while sane or insane; or 4) **Intoxication** – any event which occurs while the concentration of alcohol in the Insured Person’s or driver’s blood exceeds 80 milligrams of alcohol in 100 millilitres of blood; or 5) **Disease** – sickness, illness, bodily or mental infirmity or disease of any kind; or 6) **Medical Complications** – medical or surgical treatment or complications arising there from, except when required as a direct result of an Accidental Bodily Injury; or 7) **Drugs or Poison** – any voluntary ingestion 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 8) **Illegal Trade** – transporting contraband or illegal trade; or 9) **Criminal Offence** – committing or attempting to commit a criminal offence, or committing or provoking an assault; or 10) **Off-Road Operation** – damage caused to the rental vehicle by use off of publicly maintained roads; or 11) **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 12) **Confiscation** – confiscation by order of any government or public authority; or 13) **Seizure or Destruction** – seizure or destruction under a quarantine or customs regulation; or 14) **Suicide** – suicide, attempted suicide or self-inflicted injury, while sane or insane.

COLLISION DAMAGE WAIVER EXCLUSIONS AND LIMITATIONS 1) You must decline the collision damage waiver benefits (or similar provisions, such as “loss damage waiver”) offered by the car rental agency (when not prohibited by law). If such coverage is not available from the car rental agency, then CDW benefits are not available under this Certificate. 2) There is a lifetime CDW benefits cumulative limit of \$65,000 per Account. 3) This coverage does not apply to Rental Vehicles effectively rented for a period exceeding thirty-one (31) days. 4) This coverage will not pay for cost of any insurance offered by or purchased through the car rental agency, 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:

- vans (except as defined below), trucks, campers or trailers, off-road vehicles, motorcycles, mopeds or motorbikes, expensive or exotic vehicles, antique vehicles, recreational vehicles, leased vehicles.

An expensive or exotic vehicle is any vehicle with a market value equal to or greater than \$65,000.

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item may have as part of an aggregate purchase price of such pair or set. 6) 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 (60) days following receipt of the required proof of loss; or b) reimburse You for the item, not exceeding the purchase price (not including taxes). 7) You will be entitled to receive no more than the purchase price (not including taxes) of the protected item as recorded on the MBNA *Visa Infinite* credit card sales receipt.

EXTENDED WARRANTY

Coverage Eligibility The following benefits apply when You charge the full cost of an item to Your Account. Regardless of where the item is purchased, it must have a warranty valid in Canada. The coverage is available automatically, without registration, where the original manufacturer’s warranty does not exceed 5 years.

Where the original manufacturer’s warranty exceeds 5 years, the item must be registered within one year of the date of purchase with the Operations Centre. You must provide the following to register the item:

- copy of the vendor sales receipt;
- customer copy of the MBNA *Visa Infinite* credit card sales receipt;
- serial number of the item (if available);
- original manufacturer’s warranty valid in Canada;
- description of the item.

Insured Person means the Primary Cardholder or Family Cardholder.

This insurance will extend the original manufacturer’s warranty for repair services by doubling the period provided by the original manufacturer. The maximum warranty extension available is one year. 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).

EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS 1) The extended warranty ends automatically when the original manufacturer ceases to carry on business for any reason whatsoever. 2) The following items are not covered: a) used items, b) automobiles, trailers, motorboats, airplanes, motorcycles, motor scooters, snow blowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for children) or any of their respective parts or accessories. 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.

GENERAL PURCHASE ASSURANCE AND EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS 1) Claims resulting from the following are not covered: a) fraud, b) abuse, c) hostilities of any kind (including war, invasion, rebellion, insurrection), confiscation by authorities; risks of contraband; d) illegal activities, e) normal wear and tear, f) flood, earthquake, radioactive contamination, g) Mysterious Disappearance, h) inherent product defects, i) modifications or repairs to items or attempts thereof. 2) Eligible items which You give as a gift are covered, however; You, not the recipient, must make the claim for benefits. Items which have been sent by mail are not covered until they have been received by the recipient. 3) Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney’s fees are not covered. 4) Copies of receipts and other documents described in this Certificate must be presented

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An antique vehicle is one which is over twenty (20) years old or when its 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 are valued at less than \$65,000.

Vans are not excluded provided that they: a) are sport utility vehicle (SUV); b) are for private passenger use with seating for no more than eight (8) occupants including the driver; c) do not exceed a “3/4 ton” rating; d) are not designed for recreational use; and e) are not to be used for hire by others.

RENTAL VEHICLE PERSONAL EFFECTS EXCLUSIONS AND LIMITATIONS 1) Personal effects do not include money (whether paper or coin), bullion, banknotes, securities, other numismatic property, tickets or documents. 2) Computers, software and cellular telephones are not covered. 3) Benefits are not paid if loss results from Mysterious Disappearance. 4) Personal effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to You 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 Certificate. 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.

PART II - Common Carrier Accidental Death and Dismemberment (AD&D) Benefits

Coverage Eligibility The following benefits apply when the Primary Cardholder charges all or part of the cost of an Insured Person’s fare for travel on a Common Carrier to the Account prior to departure.

Coverage Period The coverage is in effect while travelling on a Trip. The coverage ceases at the end of the Insured Person’s Trip or on the date on which the Primary Cardholder’s coverage terminates under this Certificate in accordance with the “Termination of Coverage” provisions set out in this Certificate.

Insured Person means the Primary Cardholder, Spouse, and Dependent Child whose full fare or a portion thereof, for travel on a Common Carrier has been charged to the Account.

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 total loss of thumb and index finger on the same hand. Loss of sight must be complete, 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. Loss of speech or hearing must be complete and irrecoverable.

The maximum total benefit payable, per Account, for any one accident shall be \$1,000,000. In no event will duplicate or multiple *Visa* cards obligate Us in excess of \$1,000,000 per accident.

We will pay this benefit in the event that an Insured Person, while travelling as a passenger on a Common Carrier during a Trip or while travelling as a passenger on any Common Carrier to and

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) 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. 7) 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. 8) Purchase 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 the Primary Cardholder 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. This coverage will not apply as contributing insurance and this “non-contribution” shall prevail despite any “non-contribution provision” in other insurance, indemnity or protection policies or contracts.

PART V – Legal Assistance

Coverage Eligibility No need to use Your MBNA *Visa Infinite* credit card to be eligible for the following service.

Coverage Period The following service is available to You until such time as Your coverage is terminated in accordance with the “Termination of Coverage” provision set out in this Certificate.

Insured Person means the Primary Cardholder, Spouse and/or Dependent Child

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 the Account (subject to credit availability).

PART VI – Trip Assistance

Coverage Eligibility No need to use Your MBNA *Visa Infinite* credit card to be eligible for the following services.

Coverage Period The following services are available to You until such time as Your coverage is terminated in accordance with the “Termination of Coverage” provision set out in this Certificate.

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

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 the Account (subject to credit availability, to a maximum of \$5,000) or payment for such costs will be arranged, if reasonably possible, through family or friends if it cannot be charged to the 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 the 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 the Account.

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from the airport, bus, train or ship terminal where the Trip begins or ends, suffers an Accidental Bodily Injury resulting in one of the following Losses:

Loss:	Amount of Benefit
Loss of Life	\$1,000,000
Loss of Both Hands or Feet	\$1,000,000
Loss of One Foot or One Hand and the Entire Sight of One Eye	\$1,000,000
Loss of Entire Sight of Both Eyes	\$1,000,000
Loss of One Hand and One Foot	\$1,000,000
Loss of Speech and Hearing	\$1,000,000
Loss of One Hand or One Foot	\$500,000
Loss of Entire Sight of One Eye	\$500,000
Loss of Speech	\$500,000
Loss of Hearing	\$500,000
Loss of Thumb and Index Finger on the Same Hand	\$250,000

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

Exposure and Disappearance If by reason of an accident covered by the Policy 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 under the terms of the Policy.

If the body of an Insured Person has not been found within six (6) months after the date of disappearance as the result of the sinking or wrecking of a Common Carrier 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 bodily injury caused solely by an accident.

Beneficiary Any accidental death benefit payable under this Policy 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 the Operations Centre. All other indemnities are payable to the Insured Person suffering the Loss.

COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS AND LIMITATIONS This insurance (Common Carrier Accidental Death and Dismemberment) does not cover certain risks. We will not pay benefits if the Insured Person’s Loss is directly or indirectly a result of one or more of the following: 1) **Disease** – sickness, illness, bodily or mental infirmity or disease of any kind; or 2) **Suicide** – suicide, attempted suicide or self-inflicted injury while sane or insane; or 3) **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 4) **Intoxication** – any event which occurs while the concentration of alcohol in the Insured Person’s blood exceeds 80 milligrams of alcohol in 100 millilitres of blood; or 5) **Drugs or Poison** – any voluntary ingestion 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 6) **Criminal Offence** – committing or attempting to commit a criminal offence, or committing or provoking an assault; or 7) **Medical Complications** – medical or surgical treatment or complications arising there from, except when required as a direct result of an Accidental Bodily Injury.

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3. Lost Baggage 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 the 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 the 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.

5. Operations Centre - Assistance Services

The services described above to be provided by the Operations Centre and assistance services only, not insurance benefits. Assistance services may not be available in countries where there is political unrest or which Operations Centre determines to be unsafe. In order to access these services from anywhere in Canada or U.S. call toll free 1-800-676-1452. From elsewhere call collect 1-519-742-6270.

General Provisions

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate:

CLAIMS Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these benefits, notify the Operations Centre by calling toll free 1-800-676-1452 within Canada and the U.S., or by calling 1-519-742-6270 locally, or call collect from other countries. You will then be sent a claim form.

Notice Of Claim: Notice of Claim must be made to the Operations Centre within thirty (30) days of the date of the event for which benefits are being claimed. If this is not done, it must be shown that notice was sent as soon as reasonably possible.

Claim Forms: Within fifteen (15) days after the Operations Centre has received notice of claim, a claim form will be sent to the claimant. If the claimant does not receive the claim form, he or she will meet the requirements of this Certificate by sending to the Operations Centre: a) a written notice describing the cause of the claim; and b) satisfactory proof of loss as outlined in the proof of loss provisions, within the time limit set out for proof of loss.

Proof Of Loss: Your completed claim form together with written proof of loss must be sent to the Operations Centre within ninety (90) days of the date a claim arises. 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.

Payment Of Benefits: Benefits payable under this Certificate will be paid within sixty (60) days of receipt of satisfactory proof of loss.

Physical Examination: We have the right to investigate the circumstances of Loss and to require a medical examination; and in the event of death to require an autopsy if not prohibited by law.

Termination Of Coverage: An Insured Person’s coverage will automatically terminate on the earliest of the following, the date when: an Insured Person for any reason ceases to fall within the description of Insured Person; the Policy is terminated as provided in the Policy; the

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PART III – Unexpected Return Home Benefits

Coverage Eligibility The following benefits apply when the Primary Cardholder charges all or part of the cost of an Insured Person’s fare for travel on a Common Carrier to the Account prior to departure.

Coverage Period The coverage is in effect while travelling on a Trip. The coverage ceases at the end of the Insured Person’s Trip or on the date on which the Primary Cardholder’s coverage terminates under this Certificate in accordance with the “Termination of Coverage” provisions set out in this Certificate.

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

In the event of the death of an immediate relative (spouse, child including adopted children, parent, legal guardian, parent-in-law, brother or sister including step brothers or sisters, grandparents, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law) 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 a Common Carrier to return You to Your province/territory of residence up to a maximum of \$2,000 per Insured Person.

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.

PART IV – Purchase Assurance and Extended Warranty

PURCHASE ASSURANCE

Coverage Eligibility The following benefits apply when You charge the full cost of covered personal property items to Your Account or by using an access cheque issued in connection with Your Account.

Coverage Period Insurance coverage ends at the earliest of ninety (90) days from the date of purchase, subject to the terms and conditions of this Certificate, or the date on which Your coverage is terminated in accordance with the “Termination of Coverage” provision set out in this Certificate.

Insured Person means the Primary Cardholder or Family Cardholder.

This insurance covers against theft of or damage to covered personal property items purchased by You, anywhere in the world to the extent that such items are not otherwise protected or insured in whole or in part. If such item is stolen or damaged, it will be repaired, replaced or You will be reimbursed the purchase price (not including taxes), at Our discretion.

PURCHASE PROTECTION EXCLUSIONS AND LIMITATIONS 1) The following items are not covered: a) travellers cheques, money (paper or coin), tickets, bullion, bank notes, negotiable instruments or other numismatic property; b) documents; c) animals or living plants; d) mail order purchase until delivered and accepted by the Primary Cardholder; e) golf balls; f) automobiles, motorboats, airplanes, motorcycles, motorcooters, snowblowers, riding lawnmowers, golf carts, lawn tractors, trailers or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories. 2) Computers, software, their parts and accessories are collectively considered one item. Coverage for such an item is limited to \$1,000 per loss. 3) Jewellery and fine art (art objects) are collectively considered one item. Coverage is limited to \$500 for each item per loss. 4) There is a lifetime total accumulative limit of \$60,000 per Account. 5) 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

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Bank receives notice that the Primary Cardholder wishes to cancel the Account; the Primary Cardholder’s Account ceases to be in Good Standing. No losses incurred after such termination date will be paid.

Subrogation: Following Our payment of an Insured Person’s claim for loss or damage, We shall be subrogated to the extent of the cost of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at Our own expense to sue in the name of the Insured Person. The Insured Person shall give Us all such assistance as We may reasonably require to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in the name of the Insured Person.

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, British Columbia, and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), 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.

Due Diligence: The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

Currency: All amounts stated in the Certificate 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.

False Claim: If an Insured Person makes any claim knowing it to be false or fraudulent in any respect, coverage under this Certificate shall cease and there shall be no payment of any claim made under this Certificate or the Policy.

Privacy: To protect the confidentiality of Your information, We will establish a “Financial Services File” from which this information will be used to offer and administer services and process claims. Access to this file will be restricted to Our employees, mandataries or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person You authorize, or as authorized by law. Your file is secured in Our offices. You may request to review the personal information it contains and make corrections by contacting our privacy officer privacy@allianz-assistance.ca or by writing to:

Privacy Officer
Allianz Global Assistance
4273 King Street East
Kitchener, ON N2P 2E9

Underwritten by:
Allianz Global Risk US Insurance Company (Canadian Branch)
130 Adelaide Street West, Suite 1600
Toronto, ON M5H 3P5

These services are available only to Customers with accounts in good standing. Customers whose charging privileges have been suspended or cancelled are ineligible for services.

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