



# Your Benefits

All the details you'll need to know about the benefits that come with your new Capital One card.

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Keep this booklet handy, so you'll know who to call if you ever need to make a claim. Use this as a reference guide when you want to get information about a specific benefit. Each section provides the important phone numbers you'll need.

## Definitions

**Accident** means a sudden, unexpected and unforeseeable cause of injury from an external source.

**Account** means the primary Cardholder's Capital One Mastercard® Account which is in Good Standing with the Policyholder.

**Administrator** means the service provider arranged by the Insurer to provide claims payment and administrative services under the Policy.

**Capital One Mastercard** means a Gold or Platinum Mastercard issued by the Policyholder.

**Car Sharing** means a commercially registered car rental club which gives its members 24 hour access to its own fleet of cars parked in a convenient location, and does not include online marketplace services which facilitate the rental of privately owned cars, or other similar online services.

**Cardholder** means the primary Cardholder and any supplemental Cardholder, who is a natural person, resident in Canada and who is also issued a Capital One Mastercard and whose name is embossed on the card. Cardholder may also be referred to herein using "You" and "Your."

**Common Carrier** means any land, air or water conveyance operated, which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

**Dependent Children** means Your unmarried natural, adopted or step children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25 years of age and in full-time attendance at a recognized institution of higher learning in Canada. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

**Dollars** and "\$" means Canadian dollars.

**Essential Items** mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable due to the delay of an Insured Person's checked luggage.

**Good Standing** means, with respect to an Account, that the primary Cardholder has not advised the Policyholder in writing to close it, it is in compliance with all terms of the Cardholder Agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

**Insured Person** means a Cardholder and, where specified, certain other eligible persons as outlined under the applicable coverage.

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

**Original Manufacturer's Warranty** means an express written warranty valid in Canada and issued by the original manufacturer of personal property, excluding any extended warranty offered by the manufacturer or any third party.

**Spouse** means the person who is legally married to the Cardholder or the person who has been living with the Cardholder for a continuous period of at least one year and is publicly represented as the Cardholder's spouse.

**Ticket** means evidence of fare paid for travel on a Common Carrier, which has been charged in full to the Account and/or paid for with Capital One reward miles.

**Trip** means a scheduled period of time during which an Insured Person is away from their province or territory of residence in Canada.

## Certificate of Insurance

### Amended and Restated

**Effective Date:** October 31, 2021

This Certificate of Insurance contains clauses which may limit the amount payable.

This Certificate of Insurance contains information about your coverage. Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits for the meanings of all capitalized terms.

Purchase Assurance, Extended Warranty, Car Rental Collision/Loss Damage Waiver and Baggage Delay Insurance are insurance coverages underwritten by American Bankers Insurance Company of Florida and Common Carrier Travel Accident Insurance is insurance coverage underwritten by American Bankers Life Assurance Company of Florida (hereinafter collectively referred to as the "Insurer") under Group Policy numbers COB112002 and COBL072014 (hereinafter collectively referred to as the "Policy"), issued by the Insurer to Capital One Bank (Canada Branch) (hereinafter called the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in the Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You, or a person making a claim under the Certificate of Insurance, may request a copy of the Policy and/or a copy of your application for this coverage (if applicable) by writing to the Insurer at the address shown below.

In no event will a corporation, partnership or business entity be eligible for the coverage provided by the Certificate of Insurance.

American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida – Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, ON M2N 7E9.

Claims payment and administrative services under this Policy are arranged by the Insurer.

## Car Rental Collision/Loss Damage Waiver Insurance

This coverage is underwritten by American Bankers Insurance Company of Florida.

For the purposes of the Car Rental Collision/Loss Damage Waiver Insurance, Insured Person means a Cardholder and any other person who holds a valid driver's license and has the Cardholder's express permission to operate the rental vehicle. This includes drivers not listed on Your rental contract, provided they would otherwise qualify under the rental contract and are permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used.

### Eligibility

You are eligible for Car Rental Collision/Loss Damage Waiver Insurance when You rent most private passenger vehicles on a daily or weekly basis for a period NOT to exceed 31 consecutive days, provided that:

- (i) You initiate the rental transaction by booking or reserving the vehicle rental with Your Capital One Mastercard and by providing Your Capital One Mastercard as payment guarantee prior to the time You take possession of the vehicle;
- (ii) You decline the rental agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
- (iii) You rent the vehicle in Your name and charge the entire cost of the car rental to the Account and/or pay with Capital One reward miles.

Rental vehicles which are part of a Car Sharing program are eligible for this Car Rental Collision/Loss Damage Waiver Insurance if the full cost of the rental of the vehicle was charged to the Account and all other eligibility requirements were met. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW/LDW, the Car Rental Collision/Loss Damage Waiver Insurance under this Policy will only provide coverage for any deductible You may be held responsible for, provided all the requirements outlined in this Certificate of Insurance have been met.

"Free Rentals" are also eligible for benefits when received as the result of a promotion conditioned on Your making previous vehicle rentals, if each such previous rental met the eligibility requirements of this Certificate of Insurance.

No coverage will be provided if any portion of the cost of the car rental is paid for with travel reward or frequent flyer plan miles/points other than Capital One reward miles.

### Benefits

Subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance, You are provided with the same protection against losses arising from the contractual liability assumed when renting and operating a rental vehicle as You

would have if You accepted the rental agency's collision or loss damage waiver (or similar provision) up to the actual cash value of the damaged or stolen rental vehicle as well as any reasonable, valid and documented loss of use, reasonable and customary towing charges and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name. Benefits are limited to one vehicle rental during any one period. If, during the same period, more than one vehicle is rented by the Cardholder, only the first rental will be eligible for these benefits.

In some jurisdictions the law requires the rental agencies to include CDW/LDW in the price of the vehicle rental. In these locations, Car Rental Collision/Loss Damage Waiver Insurance under the Policy will only provide coverage for any deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency's deductible waiver. No CDW/LDW premiums charged by the rental agencies will be reimbursed under the Policy.

Rental vehicles which are part of pre-paid travel packages are eligible for benefits if the total cost for Your Trip was charged to the Account and all other requirements herein are met. This coverage is available on a 24-hour basis anywhere in the world, except where prohibited by law, or where the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed. (See the section "Know Before You Go" for tips on how to avoid having use of this coverage challenged.)

### **This coverage does not provide any form of third party automobile property damage or personal injury liability insurance.**

Important: Check with Your personal insurer and the rental agency to ensure that You and all other drivers have adequate personal property, personal injury and third party liability coverages. The Policy only covers loss or damage to a rental vehicle, as stipulated herein.

### **"Know Before You Go"**

While Car Rental Collision/Loss Damage Waiver Insurance provide coverage on a worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants, there is no guarantee that this coverage will be accepted at every car rental facility. Some rental agencies may resist Your declining their CDW/LDW coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit. Before booking a vehicle, confirm that the rental agency will accept this Car Rental Collision/Loss Damage Waiver Insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your Trip through a travel agency, let them know You want to take advantage of this Car Rental Collision/Loss Damage Waiver Insurance and have them confirm the rental agency's willingness to accept this coverage.

You will not be compensated for any payment You may have to make to obtain the rental agency's CDW/LDW.

Check the rental vehicle carefully for scratches, dents and windshield chips and point out any damage to the agency representative before You take possession of the vehicle. Have them note the damage on the rental agreement (and take a copy with You), or ask for another vehicle.

If the vehicle sustains damage of any kind, immediately phone the Administrator at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the Administrator's address and phone number. Do not sign a blank sales draft to cover the damage and loss of use charges.

#### **Coverage Period**

Insurance coverage begins as soon as the Cardholder or other person authorized to operate the rental vehicle takes control of the vehicle, and ends at the earliest of:

- (i) the time the rental agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere;
- (ii) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (iii) the date the Insured Person ceases to be eligible for coverage; or
- (iv) the date the Policy is cancelled.

#### **Types of Vehicles Covered**

The types of rental vehicles covered include cars, sport-utility vehicles and minivans (as defined below).

Minivans are covered provided they:

- (i) are for private passenger use with seating for no more than 8 occupants including the driver; and
- (ii) are not to be used for hire by others.

#### **Types of Vehicles NOT Covered**

Vehicles which belong to the following categories are NOT covered:

- (i) any vehicle with a manufacturer's suggested retail price, excluding taxes, over \$65,000 at the time and place of loss;
- (ii) vans (except as defined above);
- (iii) trucks, pickup trucks or any vehicle that can be reconfigured into a pickup truck;
- (iv) campers or trailers or recreational vehicles;
- (v) off-road vehicles;
- (vi) motorcycles, mopeds or motorbikes;
- (vii) expensive or exotic vehicles;
- (viii) customized vehicles;
- (ix) antique vehicles; and
- (x) leased vehicles.

An antique vehicle is one which is over 20 years old or its model has not been manufactured for 10 years or more.

Limousines, which are commercial unmetered passenger luxury vehicles that require licensing, are not covered. However, standard production models of these vehicles, such as Lincoln Town Cars or Cadillac XTS, are covered provided they are not used as limousines or have been altered or stretched.

#### **Limitations and Exclusions**

Car Rental Collision/Loss Damage Waiver Insurance do not cover any loss caused or contributed to by:

- (i) operation of the rental vehicle in violation of the law or any terms and conditions of the rental agreement/contract;
- (ii) operation of the vehicle by any driver not so authorized;
- (iii) operation of the vehicle by any driver not in possession of a driver's license that is valid in the rental jurisdiction;
- (iv) operation of the vehicle on other than regularly maintained roads;
- (v) alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or the driver is charged for impaired driving;
- (vi) use of narcotic by the driver;
- (vii) nuclear reaction, radiation or radioactive contamination;
- (viii) damage to tires unless in conjunction with an insured cause;
- (ix) wear and tear, gradual deterioration, mechanical breakdown of vehicle;
- (x) any damage caused by moving or transporting cargo;
- (xi) insects or vermin, inherent vice or damage;
- (xii) hostile or warlike action, insurrection, rebellion, revolution or civil war;
- (xiii) seizure or destruction under quarantine or customs regulations or confiscation by any government or public authority;
- (xiv) transporting contraband or illegal trade;
- (xv) transportation of property or passengers for hire; or
- (xvi) any dishonest, fraudulent or criminal act committed or attempted by the Cardholder and/or any authorized driver.

#### **Benefits do NOT include coverage for:**

- (i) vehicles rented for a period that exceeds 31 consecutive days<sup>†</sup>, whether or not under one or more consecutive rental agreements;
- (ii) a replacement vehicle for which Your personal automobile insurance, car dealer, repair shop, or other party is covering all or part of the rental cost;
- (iii) loss or theft of personal belongings in the vehicle, including cellular telephones, portable computers, electronic and communication devices;

- (iv) expenses assumed, waived or paid or payable by the rental agency or its insurer;
- (v) third party liability (injury to anyone or anything inside or outside the vehicle); or
- (vi) any amount payable by Your employer or employer's insurance coverage, if the rental car was for business purposes.

† If the rental period exceeds 31 days, no coverage will be provided even for the first 31 days of the rental period. Coverage may not be extended for more than 31 days by renewing or taking out a new rental agreement with the same or another vehicle rental agency for the same or another vehicle.

#### How to Claim

You must report a claim to the Administrator as soon as possible, and in all events within 48 hours of the damage or theft having occurred. Call **1-888-324-2363** from Canada and the United States or **416-205-4357** locally or collect from elsewhere in the world. Failure to report a claim within 48 hours may result in denial of the claim or reduction of Your benefit.

A customer service representative will take down some preliminary information, answer any questions You may have, and forward You a claim form. You will be required to submit a completed claim form including the following documentation:

- (i) a copy of the driver's license of the person who was driving the vehicle at the time of the accident;
- (ii) a copy of the loss/damage report You completed with the rental agency;
- (iii) a copy of a police report required when the loss results in damage or theft over \$1,000;
- (iv) a copy of Your sales receipt, and Your statement of Account showing the rental charge and/or Capital One reward mile redemption;
- (v) the front and back of the original opened and closed-out rental agreement;
- (vi) a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- (vii) original receipt(s) for any repairs for which You may have paid;
- (viii) if loss of use is charged, a copy of the rental agency's complete daily utilization log from the date the vehicle was not available for rental, to the date the vehicle became available to rent; and
- (ix) any other information reasonably required by the Insurer to determine eligibility.

Claims submitted with incomplete or insufficient documentation may not be paid.

## Purchase Assurance and Extended Warranty Insurance

Coverage is underwritten by American Bankers Insurance Company of Florida.

Purchase Assurance and Extended Warranty Insurance are available only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits.

Benefits are only available when the full cost of personal items is charged to the Account and/or paid for with Capital One reward miles.

#### Purchase Assurance

Purchase Assurance is available automatically, without registration, to protect most new items of personal property purchased with Your Capital One Mastercard.

#### Benefits

Eligible items are protected for 120 days from the date of purchase against loss, damage or theft anywhere in the world, subject to the Limitations and Exclusions below. If such an item is lost, stolen or damaged, it will be replaced or repaired or You will be reimbursed the purchase price charged to the Account, at the Administrator's discretion.

#### Limitations and Exclusions

Purchase Assurance coverage is in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

Purchase Assurance benefits are not available in respect of the following:

- (i) traveller's cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- (ii) animals or living plants;
- (iii) golf balls or other sports equipment lost or damaged during the course of normal use;
- (iv) mail order, internet, telephone purchases or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- (v) automobiles, motorboats, airplanes, motorcycles, motor scooters, snowblowers, riding lawn mowers, golf carts, lawn tractors, unmanned aircraft systems, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories;
- (vi) perishables such as food, liquor and/or goods consumed in use;
- (vii) jewellery and gems stored in baggage unless such baggage is hand carried under the personal supervision of the Cardholder or such Cardholder's travelling companion with the Cardholder's knowledge;

- (viii) used or previously owned or refurbished items, including antiques, collectibles and fine arts;
- (ix) items purchased and/or used by or for a business or for commercial gain;
- (x) losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, terrorism, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;
- (xi) bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees; or
- (xii) services, including delivery and transportation costs of items purchased.

See General Provisions for Purchase Assurance and Extended Warranty Insurance below.

#### **Extended Warranty**

Coverage is only available when the full cost of personal items with an Original Manufacturer's Warranty valid in Canada is charged to the Account and/or paid for with Capital One reward miles.

#### **Benefits**

Extended Warranty Insurance is available automatically, without registration, to provide You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of 2 full years, on most personal items purchased new and charged to the Account and/or paid for with Capital One reward miles, provided that, in all cases, automatic coverage is limited to Original Manufacturer's Warranties of 5 years or less.

Extended Warranty benefits apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, where such obligation was specifically covered under the terms of the Original Manufacturer's Warranty.

Extended Warranty benefits are limited to the lesser of the cost to repair or replace or the original purchase price of the eligible item, including applicable taxes.

#### **Limitations and Exclusions**

Extended Warranty coverage is in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

The Extended Warranty benefit ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

The Extended Warranty benefit does not cover the following:

- (i) aircraft, unmanned aircraft systems, automobiles, motorboats, motorcycles, motor scooters, snowblowers, snowmobiles, riding lawn mowers, golf carts, lawn tractors, 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;

- (ii) services;
- (iii) items purchased and/or used by or for a business or for commercial gain; or
- (iv) bodily injury, property damages, consequential damages, punitive damages, exemplary damages or aggravated damages and legal fees.

## **General Provisions for Purchase Assurance and Extended Warranty Insurance**

### **Gifts**

Eligible items that You give as gifts are covered for Purchase Assurance and Extended Warranty Insurance. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

### **Limits of Liability**

There is a maximum lifetime liability of \$60,000 per Account. You will be entitled to receive no more than the original purchase price of the covered item as recorded on Your sales receipt. When the covered item is part of a pair or set, You will receive no more than the value of the particular part or parts lost or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set. The Insurer, at its sole option, may elect to:

- (i) repair, rebuild or replace the item lost or damaged (whether wholly or in part); or
- (ii) pay You for said item, not exceeding the lesser of the original purchase price, the replacement price or the repair cost thereof and subject to the exclusions, terms and limits of liability as stated in this Certificate of Insurance.

### **Other Insurance**

Purchase Assurance and Extended Warranty Insurance is in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and only if all such other coverage has been claimed under and exhausted, and further subject to the terms, exclusions, and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### **How to Claim**

You must keep original receipts and other documents described herein to file a valid claim.

Immediately after learning of any loss or occurrence, You must notify the Administrator by telephoning **1-888-324-2363** from Canada and the United States or **416-205-4357** collect from elsewhere in the world. The Administrator will send You the

applicable claim form(s). Your failure to provide proof of loss within 90 days from the date of loss or damage may result in denial of the related claim.

You must complete and sign the claim form which must contain the time, place, cause and amount of loss, and include the following:

- (i) the customer copy of Your sales receipt and a copy of the Account statement showing the charge;
- (ii) the original vendor's sales receipt;
- (iii) a copy of the Original Manufacturer's Warranty (for Extended Warranty claims);
- (iv) a police, fire, insurance claim or loss report and/or other report of the occurrence of the loss; and
- (v) any other information reasonably required by the Insurer to determine eligibility.

Prior to proceeding with any repair services, You must obtain the Administrator's approval in order to ensure the eligibility for payment of Your claim. At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Administrator in order to support Your claim. Payment made in good faith will discharge the Insurer to the extent of this claim.

#### **Termination of Coverage**

Coverage ends on the earliest of:

- (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Cardholder ceases to be eligible for coverage; and
- (iii) the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

### **Common Carrier Travel Accident Insurance and Baggage Delay Insurance**

Common Carrier Travel Accident Insurance is underwritten by American Bankers Life Assurance Company of Florida and Baggage Delay Insurance is underwritten by American Bankers Insurance Company of Florida.

For this benefit, the Insured Person means the Cardholder, their Spouse and Dependent Child(ren).

As a Capital One Mastercard Cardholder, You, Your Spouse and Your 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 entire cost of the Ticket, less redeemable certificates, vouchers, coupons or free flights awarded from frequent flyer cards, has been accumulated or charged to Your Account and/or paid for with Capital One reward miles. If the entire cost of the Ticket has been charged to Your Account prior to departure for the airport, terminal or station, coverage is also provided a) for

Common Carrier travel immediately, preceding Your departure, directly to the airport, terminal or station b) while at the airport, terminal or station c) for Common Carrier travel immediately following Your arrival at the airport, terminal or station of Your destination. If the entire cost of the Ticket has not been charged to Your Account and/or paid for with Capital One reward miles prior to Your arrival at the airport, terminal or station, coverage begins at the time the entire cost of the Ticket is charged to Your Account and/or paid for with Capital One reward miles. This coverage does not include commutation which is defined as travel between the Insured Person's permanent residence and regular place of employment. In conjunction with a covered Trip, the Insurer will reimburse the Cardholder up to the maximum Baggage Delay Benefit Amount of \$300. The Insurer's payment is limited to expenses incurred for the emergency purchase of Essential Items needed by the Insured Person while on a covered Trip and at a destination other than the Insured Person's location of permanent residence. Baggage Delay means a delay or misdirection of the Insured Person's property by a Common Carrier for more than 4 hours from the time the Insured Person arrives at the destination on the Insured Person's Ticket. Property means the Insured Person's baggage and personal property contained in the baggage that has been checked in with a Common Carrier.

#### **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:

- a) the Insured Person's Spouse,
- b) the Insured Person's child(ren),
- c) the Insured Person's parents,
- d) the Insured Person's siblings,
- e) the Insured Person's estate.

All other indemnities will be paid to the Insured Person.

#### **The Benefits**

The full Benefit Amount is payable for accidental loss of life, two 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 member, sight of one 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. "Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least 4 fingers on the same hand; with respect to a foot, complete severance through or above the ankle joint.

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

“Benefit Amount” means the loss amount applicable at the time the entire cost of the Ticket is charged to Your Account and/ or paid for with Capital One reward miles. The loss must occur within one year of the Accident.

The Insurer will pay the single largest applicable Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Insurer 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 Baggage Delay benefit is 1) limited to \$100 per day per Insured Person up to a maximum of 3 days; and 2) in excess of all other valid and collectable insurance. The limit of coverage for an Insured Person whose coverage has become effective shall be:

- \$250,000 for Common Carrier Travel Accident Insurance
- \$300 for Baggage Delay Insurance

In the event of multiple accidental deaths per Account arising from any one Accident, the Insurer’s liability for all such losses will be limited to a maximum limit of insurance equal to 3 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.

#### Exclusions

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
- 4) commutation which is defined as travel between the Insured Person’s permanent residence and regular place of employment.

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.

Essential Items not covered by the Baggage Delay benefit include, but are not limited to:

- 1) contact lenses, eyeglasses or hearing aids;
- 2) artificial teeth, dental bridges or prosthetic devices;
- 3) tickets, documents, money, securities, cheques, traveller’s cheques and valuable papers; or
- 4) business samples.

#### Termination of Coverage

This insurance will cease on the date the Policy is terminated or on the date Your Account ceases to be in Good Standing, whichever comes first.

#### Claim Procedures

Answers to specific questions related to the Common Carrier Travel Accident benefit or the Baggage Delay benefit can be obtained by calling the Insurer at **1-888-324-2363**. As a condition to the payment of benefits under this insurance, the Insurer 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:

#### For the Common Carrier Travel Accident Insurance Benefit:

- A copy of the invoice showing Your Capital One Mastercard as the method of payment;
- Certified death certificate;
- Medical records pertaining to the Accident;
- Police report or any other accident reports filed; and
- any other information reasonably required by the Insurer to determine eligibility.

#### For the Baggage Delay Benefit:

- Itemized original receipts for actual expenses incurred;
- A copy of the baggage claim ticket;
- Verification from the Common Carrier of the delay including reason for the delay;
- A copy of the invoice showing your Capital One Mastercard as the method of payment; and
- any other information reasonably required by the Insurer to determine eligibility.

Program Management is provided by:

CSI Brokers Inc.  
1 Yonge Street, Suite 1801  
Toronto, ON M5E 1W7

#### General Provisions and Statutory Conditions

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

#### Notice and Proof of Claim

Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the Administrator. You will then be sent a claim form.

Written notice of claim must be given to the Administrator as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events, provided within 90 days from the date of such loss. Written notice given by



or on behalf of the claimant or the beneficiary, with information sufficient to identify the Cardholder, shall be deemed notice of claim.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within one year from the date on which the loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim 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 a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after one year, Your claim will not be paid.

#### **Payment of Claim**

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer.

#### **Termination of Insurance**

Coverage ends on the earliest of:

- (i) the date the Account is cancelled, closed or ceases to be in Good Standing;
- (ii) the date the Insured Person ceases to be eligible for Coverage; and
- (iii) the date the Policy terminates.

No losses incurred after the Policy termination date will be paid, unless otherwise specified.

#### **Subrogation**

Following payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount 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 its own expense, to sue in the Insured Person's name. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

#### **Due Diligence**

The Insured Person shall use due diligence and do all things reasonable to avoid or diminish any loss or damage under the Policy.

#### **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 this insurance nor to the payment of any claim under the Policy.

#### **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*, *Limitations Act* or other applicable legislation in Your province or territory.

#### **If You Have a Concern or Complaint**

If You have a concern or complaint about Your Coverage, please call the Insurer at 1-888-324-2363. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: [assurant.ca/customer-assistance](http://assurant.ca/customer-assistance).

#### **Privacy Policy**

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to: serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling 1-888-778-8023 or from their website ([assurant.ca/privacy-policy](http://assurant.ca/privacy-policy)). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

#### **Travel Assistance Services**

Assistance Services are services only, not insurance benefits. Any costs incurred for, or in connection with such services will be charged to the Capital One Mastercard Account (subject to credit availability). If not chargeable, payment for such costs will be arranged (where reasonably possible) through family or friends.

These services are available on a 24/7 basis. To take advantage of any of the services described below, simply call **1-888-324-2363** from Canada and the United States or **416-205-4357** locally or collect from elsewhere in the world.

Assistance Services may not be available in countries of political unrest and such other countries as may from time to time be determined to be unsafe, or which may be inaccessible.

#### **Medical Referral and Assistance**

In the event of a medical emergency, You will be directed to the nearest appropriate medical facility wherever possible. It is recommended that You contact the Administrator for this assistance prior to seeking treatment for any Medical Emergency. Please note that any costs incurred for or in connection with such services will be charged to the Account (subject to credit availability).

### Emergency Cash Transfer

In the event of theft, loss or an emergency while travelling away from home, You can call to obtain an emergency cash transfer, to a maximum of \$5,000.

### Lost Document and Ticket Replacement

In the event of theft or loss of necessary travel documents or tickets when travelling, You can call for assistance with arrangements for their replacement.

### Lost Luggage Assistance

In the event of theft or loss, You can call for assistance to 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.

### Pre-Trip Information

You can call and obtain information regarding passport and visa regulations, and vaccination and inoculation requirements for the country You are visiting.

### Legal Referrals and Payment Assistance

If, while travelling, You require legal assistance, You can call for a referral to a local legal advisor and/or assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000.

### End of Certificate of Insurance

## Statement of Service

### Price Protection Service

This service is provided by American Bankers Insurance Company of Florida. Please refer to the Definitions section for the meaning of all capitalized terms.

Price Protection Service is not insurance and is available only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to Price Protection payments.

#### Services

Price Protection Service is in effect for 60 days from the date of purchase of most new items of personal property purchased in Canada and charged in full to the Account and/or paid for with Capital One reward miles, subject to the Limitations and Exclusions below.

If, within 60 days of the purchase of an eligible item, You find an identical item with the same brand, model number (if applicable) and attributes (benefits, features, functions and uses) offered for retail sale in Canada (in Canadian dollars) at a price lower than the price You paid, **You must call the Administrator at 1-888-324-2363**. The Administrator will decide on a case-by-case basis, at their discretion and subject to the Limitations and Exclusions below, to either:

- 1) buy back the original eligible item from You at the original price, provided You, after receiving authorization, purchase the identical lower priced item, charged in full to Your Account; or
- 2) settle the service obligation by paying You the price difference between the original eligible item and the identical lower priced item.

The buyback or payment amount is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges. Price Protection Service is subject to a minimum price difference of \$10 per item, and a maximum of \$100 per item, and in the case of payment to You for the difference in price, a maximum of \$500 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period. No item can be submitted for Price Protection payment more than once during the 60-day period.

### Limitations and Exclusions

Price Protection Service is not available in respect of the following:

- (i) traveller's cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- (ii) animals, living plants or perishables such as food, liquor and/or goods consumed in use;
- (iii) computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
- (iv) automobiles, motorboats, airplanes, motorcycles, motor scooters, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts, fuels or accessories;
- (v) one-of-a-kind items;
- (vi) used or previously owned or refurbished items, including antiques, collectibles and fine art;
- (vii) items purchased and/or used by or for a business or for commercial gain; or
- (viii) services related to items purchased including insurance, duty, delivery and transportation costs.

Price Protection Service does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service. Price comparisons with items offered for sale on a website outside of Canada or for which an international shipping fee must also be paid are not eligible for Price Protection Service.

You are only eligible for Price Protection Service if the Account is in Good Standing at the time of Your request.

#### **Gifts**

Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for Price Protection Service.

#### **How to Request Price Protection Service**

You must keep original receipts and other documents described herein to file a valid request.

#### **You must notify the Administrator by telephoning**

**1-888-324-2363 as soon as You discover the advertised price difference.** The Administrator will decide, as described under Services, whether to buy back the original eligible item or pay You the difference in price between the original eligible item and the identical lower-priced item.

The Administrator will send You the applicable request form. Your failure to provide the completed request form and proof supporting Your request under items (i) – (iii) below within 90 days from the date of purchase may result in nonpayment of the related request.

You must complete and sign the request form and include the following:

- (i) the customer copy of Your sales receipt and a copy of the Account statement showing the charge and/or Capital One reward mile redemption;
- (ii) the original vendor's sales receipt;
- (iii) a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase; and
- (iv) if the Administrator chooses to buy back the original eligible item, You must ship the original eligible item in accordance with the instructions provided to You by the Administrator.

This service may be discontinued or amended upon notice to the Cardholder.

#### **End of Statement of Service**



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