

# Vancity enviro™ Visa Infinite\* Credit Card Certificate of Insurance and Statement of Services

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# 1. DEFINITIONS

Throughout the Certificate of Insurance and the Statement of Services, all capitalized terms have the specific meaning provided in this section:

**Accidental Bodily Injury** – bodily injury which is accidental and is the direct source of a loss, independent of disease, bodily infirmity or other cause, and occurs while the Policy is in force.

**Accidental Damage** – damage to a Mobile Device caused by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the Mobile Device as the manufacturer intended.

**Account(s)** – the Cardholder’s Vancity enviro Visa Infinite Account.

**Baggage Delay** – an Insured Person’s Checked Baggage is delayed by more than 4 hours from the Insured Person’s time of arrival at the Final Destination.

**Card(s)** – a Vancity enviro Visa Infinite card issued by the Policyholder.

**Cardholder** – the Primary Cardholder and any authorized user to whom a Card is issued and whose name is embossed on the Card. The Cardholder may also be referred to as “You” and “Your”.

**Car Sharing** – a 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.

**Checked Baggage** – suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

**Common Carrier** – any land, air or water conveyance operated by those whose occupation or business is transportation of persons or things for hire or reward, and that undertake to carry all persons indifferently who may apply for passage, so long as there is room, there is no legal excuse for refusal, and Tickets are issued. Common Carrier is extended to include any airline having a Charter Air Carrier’s License or its equivalent, provided it maintains regularly scheduled flights and publishes timetables and fares consistent with scheduled airline practices and provided the aircraft is limited to fixed wing turbo-prop or jet aircraft. Rafts, amusement park rides, jet skis, balloons, ski lifts and hang gliders are not considered to be Common Carriers.

**Covered Trip** – a scheduled period of travel away from the Insured Person’s usual place of residence as determined by the departure and return dates to the Insured Person’s province or territory of residence in Canada.

**Dependent Children** – any natural child (legitimate or illegitimate), any legally adopted child, any step-child or any child dependent upon the Cardholder in a “parent-child” relationship for maintenance and support who is:

- under the age of 21 years and unmarried,
- under the age of 25 years, unmarried and in full time attendance at an institution of higher learning,
- 21 years of age or older who, by reason of mental or physical infirmity, is incapable of self-sustaining employment and is totally dependent upon the Cardholder for support within the terms of the Income Tax Act.

**Doctor** – a physician or surgeon who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or by marriage to the Insured Person to whom the service is rendered.

**Dollar and \$** – means Canadian dollars.

**Eligible Expenses** – charges for any of the following travel arrangements which have been booked or reserved prior to departure on a Covered Trip and for which at least 75% of all costs (including deposits and pre-payments, but excluding the cost of additional insurance You may obtain from Your travel supplier) has been charged to Your Account and/or paid for with Your Vancity Rewards Points:

- a. cost of transportation by Common Carrier;
- b. cost of hotel or similar accommodation; and
- c. cost of a package tour (excluding insurance premiums) which has been sold as a unit and includes at least two of the following:
  - transportation by Common Carrier
  - meals
  - car rental
  - tickets or passes for a sporting event, exhibition or
  - other comparable entertainment event
  - hotel or similar accommodation
  - lessons or services of a guide

**Essential Items** – essential clothing and toiletries that the Insured Person was carrying in checked baggage, which the Insured Person must replace during the period of Baggage Delay or Flight Delay.

**Final Destination** – the Cardholder's away-from home ticketed destination for any particular day of travel, as shown on Your Ticket.

**Good Standing** – an Account which the Cardholder has not advised the Policyholder to close or for which the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

**Household Member** – a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters whose permanent residence and address is the same as the Cardholder.

**Immediate Family Member** – a spouse, child (whether natural, adopted or stepchild), grandchild, grandparents, parents, step-parents, siblings, step-siblings, parent-in-law, child-in-law, or sibling-in-law.

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

**Loss of Use** – the amount paid to a Rental Agency to compensate it when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

**Manufacturer's Written Warranty(ies)** – an express written warranty issued by or on behalf of the manufacturer of the Personal Property at the point of sale at the time of purchase of Personal Property and/or Business/ Commercial Property. The Manufacturer's Written Warranty must be valid in Canada.

**Mobile Device** – a new cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

**Mysterious Disappearance** – a Mobile Device 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.

**Personal Property** – a new item of personal property for personal use.

**Primary Cardholder** – the principal applicant of an Account, who is a natural person, whose name is on the Account, and to whom a Card is issued by the Policyholder.

**Purchase Price** – the full cost of the Mobile Device including any applicable taxes and less any Trade-In Credit(s) and costs or fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

**Rental Agency(ies)** – an auto rental agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, throughout this Certificate of Insurance the terms ‘rental company’ and ‘rental agency’ refer to both traditional auto rental agencies and Car Sharing programs.

**Rental Agency’s CDW** – an optional Collision Damage Waiver (CDW) or similar coverage offered by car rental companies that relieves renters of financial responsibility if the car is damaged or stolen while under rental contract. Rental Agency’s CDW is not insurance.

**Spouse** – the person who is lawfully married to the Cardholder, or the person who is living with the Cardholder for a continuous period of at least one year and who is publicly represented as the Cardholder’s Spouse.

**Tax-Free Car** – a tax-free car package that provides tourists with a short-term (17 days to 6 months), tax-free vehicle lease agreement with a guaranteed buyback. The Visa\* Collision/Loss Damage Insurance program will not provide coverage for Tax-free cars.

**Ticket** – evidence of a fare paid for travel on a Common Carrier.

**Trade-In Credit(s)** – an in-store credit or certificate issued by a retailer or Wireless Service Provider to You when You trade-in an old mobile device.

**Travelling Companion** – a person booked to travel with You and/or Your Spouse on a Covered Trip and who has prepaid accommodations and/or transportation arrangements for the same Covered Trip.

**Vancity Rewards Points** – the reward units earned for goods and services charged to an Account through the Vancity Rewards™ Points Program associated with an Account.

**Wireless Plan** – a fixed-term contract offered by a Wireless Service Provider.

**Wireless Service Provider** – a Canadian provider of wireless services.

## 2. CERTIFICATE OF INSURANCE

### **IMPORTANT NOTICE – READ CAREFULLY BEFORE YOU TRAVEL**

Your credit card includes travel coverage – what’s next?

We want you to understand (and it is in your best interests to know) what your Certificate of Insurance includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your Certificate of Insurance before you travel. Refer to the Definitions section on page 2 for the meaning of all capitalized terms.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g.: medical conditions that are not stable, pregnancy, child born on trip, use of alcohol, high risk activities, etc.).
- This insurance may not cover claims related to Pre-Existing Conditions, whether disclosed or not.
- In the event of a claim, your prior medical history may be reviewed.

**IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-855-255-5205.**

**This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is payable.**

### **A. Introduction**

This Certificate of Insurance is current as of **June 2, 2022**.

This Certificate of Insurance sets out the terms for the coverages that are included with Your Vancity enviro Visa Infinite Card issued by Vancouver City Savings Credit Union (“Vancity”). Refer to the Definitions section and the paragraph following this one for the meaning of all capitalized terms. Please read the entire Certificate of Insurance carefully to understand what coverage is included with Your Card and keep it in a safe place.

Extended Warranty, Purchase Security, Mobile Device, Auto Rental Collision/Loss Damage, Delayed and Lost Baggage, and Flight Delay insurance are insurance coverages underwritten by American Bankers Insurance Company of Florida and Common Carrier Travel Accident insurance coverages underwritten by American Bankers Life Assurance Company of Florida, both federally regulated insurance providers carrying on business in Canada under the name Assurant® (hereinafter collectively referred to as the “Insurer” or “Assurant”) under Group Policy numbers VCVI092019 and VCVIL092019 (hereinafter collectively referred to as the “Policy”), issued by the Insurer to Vancity (hereinafter referred to as the “Policyholder”).

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which are incorporated into and form part of the applicable Policy. If there is a change to the terms, conditions and provisions of the Policy, You will be notified in advance of any such change. 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 this 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 in this section.

Only the Policyholder may determine who is a Primary Cardholder or any other Cardholder and whether an Account is in Good Standing and consequently, whether the insurance pursuant to this Certificate of Insurance has come into or is in force. In no event will a corporation, partnership or business entity be eligible for coverage provided by this Certificate of Insurance.

Claim payment and administrative services under the Policy are arranged by the Insurer. The Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

**If You have any questions about the details of the insurance coverage that is applicable to Your Card, or would like to make a claim, please contact the Insurer:**

Call toll-free from Canada and the United States: **1-855-255-5205**

Call collect from outside Canada and the United States: **613-634-4991**

## **B. Extended Warranty and Purchase Security Insurance**

### **1. Who is Covered**

Insured Person means a Cardholder who pays for Personal Property purchased anywhere in the world by charging the FULL cost to the Card.

### **2. What are the Coverages**

Extended Warranty provides an extension to most Manufacturer's Written Warranties for Personal Property of up to double the period of the Manufacturer's Written Warranty to a maximum of one additional year.

Purchase Security insures against direct physical damage or theft for 90 days from the time of purchase.

The Extended Warranty and Purchase Security Insurance coverage described in this Certificate of Insurance is automatically terminated if the Cardholder or Insured Person ceases to fall within the provisions, conditions, coverage, or limitations and exclusions.

### **3. When Coverage Begins**

All coverage for a Cardholder will take effect at the time the Cardholder becomes an Insured Person by paying for the Personal Property by charging the payment to the Card.

### **4. When Coverage Ends**

An Insured Person's coverage will end at the earliest of the following:

- a. the date the Account is cancelled, closed or ceases to be in Good Standing;
- b. the date the Insured Person ceases to be eligible for coverage;
- c. the date the Policy terminates; and
- d. for Extended Warranty, at the expiry of the extended warranty period, or for Purchase Security, 90 days after the date on which the Personal Property is purchased.

### **5. Extended Warranty Coverage**

The Insurer will extend the Manufacturer's Written Warranty on most Personal Property purchased new anywhere in the world.

The extension will be equal to double the Manufacturer's Written Warranty to a maximum of 1 year.

The Insurer, at its sole option, will reimburse the cost of either repairing or replacing Personal Property that failed during the extended warranty period and would have been warranted had the Manufacturer's Written Warranty still have been in force, provided the full cost of the Personal Property was charged to the Card.

Upon approval, and as directed by the Insurer, You may proceed with repair or replacement of the Personal Property. Reimbursement will be issued upon the Insurer receiving evidence that the Personal Property was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the Personal Property, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

### **Limitations and Exclusions**

Losses are limited to costs which would have been waived had the Manufacturer's Written Warranty still been in effect. The Insurer will only pay for covered loss or damage to an amount not exceeding the lesser of:

- a. the actual cash value of the services;
- b. the actual cash value of the property at the time the covered loss occurred; and
- c. \$25,000 per item or set of items; and to a maximum aggregate limit of \$50,000 during the lifetime of a Cardholder.

The following goods and products are not covered under Extended Warranty:

- a. items that cannot be serviced in Canada under the item's Manufacturer's Written Warranty;
- b. items with a Manufacturer's Written Warranty greater than 5 years in length;
- c. items intended or used for business or commercial purposes;
- d. automobiles, motorboats, airplanes, motorcycles, motor scooters, mopeds, and other motorized vehicles or equipment, except motorized wheelchairs and residential property maintenance equipment;
- e. unmanned aircraft systems;
- f. items damaged while undergoing any process or while being worked upon, where damage results from such process of work; and
- g. delay, loss of use, or consequential damages

### **6. Purchase Security Coverage**

The Insurer will indemnify Insured Persons for DIRECT PHYSICAL DAMAGE or THEFT to Personal Property. This indemnity is not primary insurance.

Upon approval, and as directed by the Insurer, repair or replacement of the Personal Property may proceed and reimbursement for the repair or replacement cost will be issued in accordance with the Limitations and Exclusions in this section.

Reimbursement will be issued upon the Insurer receiving evidence that the Personal Property was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the Personal Property, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

## **Limitations and Exclusions**

Indemnification for loss is limited as follows:

- a. \$2,500 per occurrence even if the occurrence involves more than one item of Personal Property.
- b. The total liability shall not exceed the amount charged to the Card.
- c. The total limit of liability for property purchased with a partial payment utilizing the Card will be prorated based upon the percentage the partial payment utilizing the Card bears to the full purchase price.
- d. Claims for items belonging to a pair or set will be paid for at the full purchase price of the pair or set providing the items are unusable individually and cannot be replaced individually.
- e. Valid claims will be satisfied, at the Insurer's sole option, either by replacing or repairing the Personal Property or by cash payment.

There shall be no payment for loss arising from the following perils:

- a. flood or earthquake;
- b. war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority or risks of contraband or losses arising from illegal activity or acts;
- c. normal wear and tear, including damage to sports equipment due to the use thereof;
- d. mysterious disappearance, lost items;
- e. radioactive contamination;
- f. inherent product defects; or
- g. theft from on or in a motor vehicle.

There shall also be no payment under the Policy for loss of:

- a. cash, or its equivalent, travellers cheques, tickets and any other negotiable instruments;
- b. animals, fish, birds or living plants;
- c. jewellery and watches in baggage unless carried by hand and under the personal supervision of the Insured Person or Insured Person's travelling companion, previously known to the Insured Person;
- d. Personal Property intended or used for commercial or business purposes;
- e. motorized or self-propelled vehicles of any kind, their accessories or attached equipment except for motorized gardening equipment, snow blowers or wheelchairs;
- f. unmanned aircraft systems;
- g. Personal Property as a result of direct physical abuse to the property by or at the direction of the Insured Person or the Insured Person's immediate family;
- h. Personal Property where the Personal Property was procured by the Insured Person through fraud or illegal means; or
- i. Personal Property where the Insured Person knowingly makes a false or fraudulent claim.

## **7. Other Insurance**

The insurance under the Policy is supplementary. This insurance coverage is in excess of any other applicable valid and collectible insurance or indemnity available to Insured Persons. The Insurer will be liable only for the excess of the amount of loss over the amount covered by other insurance or indemnity, and for the amount of any applicable deductible, after all other insurance or indemnity has been exhausted. Insurance provided by this Policy will not apply as contributory insurance and this non-contribution shall prevail despite any non-contribution provision in other insurance or indemnity policies or contracts. The Policy will indemnify Insured Persons only to the extent that direct physical damage or theft is not covered by such other insurance.



## **8. Gifts**

Personal Property given as gifts are covered for Purchase Security and Extended Warranty Insurance. In the event of a claim, the Cardholder, not the recipient of the gift, must make the claim for benefits.

## **9. How to Claim**

The Cardholder must notify the Insurer immediately after learning of any circumstance likely to give rise to a claim by calling **1-855-255-5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world or file a claim online at **cardbenefits.assurant.com**.

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

- a. Account statement showing Your name, Account number, and charge for the covered item;
- b. original vendor's sales receipt showing the vendor information, date, description of the item purchased, and total cost;
- c. copy of written repair estimate (for Purchase Security damage and Extended Warranty claims);
- d. photographs of the damaged item (for Purchase Security damage claims);
- e. copy of the police report (for Purchase Security theft claims);
- f. copy of the Original Manufacturer's Warranty (for Extended Warranty claims);
- g. copy of a loss report or other report from the location of the occurrence, issued at the location where the covered item was stolen or damaged (for Purchase Security claims);
- h. copy of Your homeowner's or renter's insurance policy or any document detailing other insurance or protection or reimbursements received for the occurrence; and
- i. any other information reasonably required by the Insurer.

**You are responsible for any charges incurred for the completion of all forms and the provision of all required documentation.**

Written proof of loss must be given to the Insurer within 90 days from the date of loss. The Cardholder may be required to send, at the Cardholder's expense and risk, the damaged item on which a claim is based, to the Insurer.

## **C. Mobile Device Insurance**

### **1. Who is Covered**

Insured Person means a Cardholder who purchases a new Mobile Device as described in section 2. Eligibility.

### **2. Eligibility**

You are eligible for Mobile Device Insurance when You purchase a new Mobile Device anywhere in the world, and You:

- a. charge the Purchase Price to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Wireless Service Provider; or
- b. charge any portion of the Purchase Price that is required to be paid up-front to Your Account, fund the balance of the Purchase Price through a Wireless Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Wireless Plan; or
- c. fund the full Purchase Price through a Wireless Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Wireless Plan.

### 3. When Coverage Begins

Coverage takes effect on the later of:

- a. 30 days from the date of purchase of Your Mobile Device; and
- b. the date the first monthly wireless bill payment is charged to Your Account.

### 4. When Coverage Ends

Coverage ends on the earliest of:

- a. two years from the date of purchase;
- b. the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the cost of Your Mobile Device through a Wireless Plan;
- c. the date the Account is cancelled, closed or ceases to be in Good Standing;
- d. the date the Cardholder ceases to be eligible for coverage; and
- e. the date the Policy terminates.

### 5. Mobile Device Coverage

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, the Insurer will reimburse You the lesser of its repair or replacement cost, not exceeding the depreciated value<sup>†</sup> of Your Mobile Device at date of loss, less the deductible<sup>††</sup>, to a maximum of \$1,000, subject to the Limitations and Exclusions.

<sup>†</sup> The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device the depreciation rate of 2% for each completed month from the date of purchase.

<sup>††</sup> The amount of the deductible is based on the Purchase Price of Your Mobile Device less any applicable taxes, as determined from the following table:

Purchase Price (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

For example: If You purchase a new Mobile Device for a Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

a. Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost	- \$128 (2% X 8 months X \$800)
Depreciated value	\$672

b. Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible	- \$100
Maximum reimbursement	\$572

In the event You file a valid repair claim and the total cost of repair is \$500, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$500.

In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of \$800 including applicable taxes, the maximum reimbursement available to You will be \$572.

A replacement Mobile Device must be of the same make and model as the original Mobile Device, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original Mobile Device.

*All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this Certificate of Insurance.*

## **6. Payment of Benefits**

On approval of Your claim by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. Benefits payable under the Policy will be paid upon receipt of evidence that the repair or replacement cost has been charged to Your Account.

## **7. Limitations and Exclusions**

This coverage complements but does not replace the manufacturer's warranty or warranty obligations. This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

Mobile Device Insurance does not cover the following:

- a. accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
- b. batteries;
- c. Mobile Devices intended or used for business purposes;
- d. Mobile Devices purchased for resale or commercial gain;
- e. used, previously owned or refurbished Mobile Devices;
- f. Mobile Devices that have been modified from their original state;
- g. Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- h. Mobile Devices stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or the Cardholder's travelling companion with the Cardholder's knowledge.

There shall be no payment under the policy for:

- a. losses or damage resulting directly or indirectly from:
  - (i) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, 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;
  - (ii) power surges, artificially generated electrical currents or electrical irregularities;
  - (iii) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
  - (iv) cosmetic damage that does not affect functionality;
  - (v) software, cellular/wireless service provider or network issues; or
  - (vi) theft or intentional or criminal acts by the Cardholder or Household Members; and
- b. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

## 8. Other Insurance

The insurance under the Policy is supplementary. This insurance coverage is in excess of any other applicable valid and collectible insurance or indemnity available to Insured Persons. The Insurer will be liable only for the excess of the amount of loss over the amount covered by other insurance or indemnity, and for the amount of any applicable deductible, after all other insurance or indemnity has been exhausted. Insurance provided by this Policy will not apply as contributory insurance and this non-contribution shall prevail despite any non-contribution provision in other insurance or indemnity policies or contracts. The Policy will indemnify Insured Persons only to the extent that direct physical damage or theft is not covered by such other insurance.

## 9. How to Claim

*PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must obtain the Insurer's approval in order to ensure eligibility for payment of Your claim.*

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, but in no event later than **14 days** from the date of loss, notify the Insurer by calling **1-855-255-5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world to initiate Your claim with a representative. The representative will provide You with a claim form or You may also access a claim form and submit required documentation online at **cardbenefits.assurant.com**.

In the event of loss or theft, You must notify Your Wireless Service Provider to suspend Your wireless services within 48 hours of the date of loss. In addition, in the event of theft, You must also notify the police within seven days of the date of loss.

### Proof and Required Documents

You will be required to submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate the claim including, but not limited to:

- a. the original sales receipt detailing the cost, date and description of purchase;
- b. the date and time You notified Your Wireless Service Provider of loss or theft;
- c. a copy of the original manufacturer's warranty (for mechanical failure claims);
- d. a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
- e. if You charged the full Purchase Price to Your Account, the Account statement showing the charge;
- f. if Your Mobile Device was funded through a Wireless Plan, proof of uninterrupted monthly wireless bill payments charged to the Account for up to 12 months immediately preceding the date of loss;
- g. a police, fire, insurance claim or loss report or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder; and
- h. any other information reasonably required by the Insurer.

For mechanical failure and Accidental Damage claims, You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer. At its sole discretion, the Insurer may ask You to return, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim.

If You have one or more Account(s) providing Mobile Device Insurance, the maximum number of claims under all Your Accounts is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

## D. Auto Rental Collision or Loss Damage (CLD) Insurance

### 1. Who is Covered

**Insured Person** means a Cardholder who signs the rental contract, declines the Rental Agency's Collision/Damage Waiver (CDW) or its equivalent and takes possession of the rental vehicle and who complies with the terms of this Policy and/or any other person who drives the same rental vehicle with the Cardholders' permission whether or not such person has been listed on the rental vehicle contract or has been identified to the Rental Agency at the time of making the rental, however, the Cardholder and all drivers must otherwise qualify under and follow the terms of the rental contract and must be legally licensed and permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle will be used.

**Important:** Check with Your personal automobile insurer and the Rental Agency to ensure that You and all other drivers have adequate third-party liability, personal injury and damage to property coverage. This policy only covers loss or damage to the rental vehicle as stipulated herein.

### 2. CLD Insurance at a Glance

- a. Only the Cardholder may rent a vehicle and decline the Rental Agency's CDW or an equivalent coverage offering.
- b. This coverage applies only to the Insured Person's personal use of the rental vehicle.
- c. Your Card must be in Good Standing.
- d. You must initiate and complete the entire rental transaction with the same Card.
- e. The full cost of the rental must be charged to Your Card and/or paid for with Your Vancity Rewards Points to activate coverage.
- f. Coverage is limited to one rental vehicle at a time. If during the same period there is more than one vehicle rented by the Cardholder, only the first rental will be eligible for these benefits.
- g. The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days, which follow one immediately after the other. To break the consecutive day cycle, a full calendar day must exist between rental periods. If the rental period exceeds 48 consecutive days, coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.
- h. Coverage is limited to damage to, or theft of a rental vehicle only up to the rental vehicle's actual cash value plus valid Loss of Use charges.
- i. The Cardholder must decline on the rental contract the CDW option or its equivalent offered by the Rental Agency. (This CLD Insurance coverage does not pay for the premium charged by the Rental Agency for the CDW offered by the Rental Agency).
- j. Most vehicles are covered by the Policy. (A list of vehicles excluded from this coverage is outlined in the section "Types of Vehicles Covered").
- k. This CLD Insurance will provide coverage to Cardholders when the full cost of each rental of a vehicle through a Car Sharing program (per use and mileage charges) is paid for using Your Card and the Car Sharing program's Collision/Loss Damage Insurance is declined. Some Car Sharing plans will include CDW/LDW in their membership fee. If Your Car Sharing membership includes CDW, this CLD Insurance 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.
- l. Coverage is available except where prohibited by law.

- m. Claims must be reported within 48 hours of the loss/ damage occurring by calling **1-855-255- 5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world.

**Please read the following coverage description carefully for more detailed information on conditions and exclusions.**

This CLD Insurance provides coverage when You use Your Card to pay in full for a rental vehicle and decline the CDW (or an equivalent coverage) offered by the Rental Agency. There is no additional charge for this CLD Insurance. The coverage protects You for loss/ damages up to the actual cash value of the rental vehicle and valid Rental Agency Loss of Use charges when the conditions described are met.

**3. Collision or Loss Damage Coverage**

CLD Insurance is primary insurance (except for losses that may be waived or assumed by the Rental Agency or its insurer, and in such circumstances where local government insurance legislation states otherwise) which pays the amount for which You are liable to the Rental Agency up to the actual cash value of the damaged or stolen rental vehicle as well as valid Loss of Use charges resulting from damage or theft occurring while You are the renter of the rental vehicle. The length of time You rent the same vehicle or vehicles must not exceed 48 consecutive days. If You rent the same vehicle or vehicles for more than 48 consecutive days, no coverage is provided for any part of Your rental period.

**4. Limitations and Exclusions**

This coverage does NOT include loss arising directly or indirectly from:

- a. replacement vehicle for which Your personal automobile insurance is covering all or part of the cost of the rental;
- b. third party liability;
- c. personal injury or damage to property, except the rental vehicle itself or its equipment;
- d. the operation of the rental vehicle at any time during which any Insured Person's blood alcohol concentration is equal 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 where the driver is charged for impaired driving;
- e. the operation of the rental vehicle while under the influence of any narcotic;
- f. any dishonest, fraudulent or criminal act committed by any Insured Person;
- g. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
- h. operation of the rental vehicle in violation of the terms of the rental agreement except when:
  - (i) an Insured Person, as defined, operates the rental vehicle;
  - (ii) the rental vehicle is driven on publicly maintained gravel roads; or
  - (iii) the rental vehicle is driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

It must be noted that loss/damage arising while the vehicle is being operated under (i), (ii) or (iii) in this section is covered by this insurance. However, the Rental Agency's third-party insurance will not be in force and, as such, You must ensure that You are adequately insured privately for third party liability; or

- i. seizure or destruction under a quarantine or customs regulations or confiscated by order of any government or public authority;
- j. transportation of contraband or illegal trade;

- k. war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power, or action taken by government or public authority in hindering, combating or defending against such action;
- l. transportation of property or passengers for hire or commercial gain;
- m. nuclear reaction, nuclear radiation, or radioactive contamination; or
- n. intentional damage to the rental vehicle by an Insured Person.

## **5. Coverage Activation**

For coverage to be in effect, You must:

- a. use Your Card to initiate and pay for the entire rental from a Rental Agency;
- b. rent the vehicle in Your name; and
- c. decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract. If there is no space on the vehicle rental contract for You to indicate that You have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant".

Coverage will also be in effect if:

- a. the rental vehicle is part of a prepaid travel package provided the total package was charged to Your Card and/or paid for with Vancity Rewards Points;
- b. You receive a "free rental" as a result of a promotion where You have had to make previous vehicle rentals and each such previous rental was entirely paid for with Your Card;
- c. You receive a "free rental" day(s) as a result of a Visa travel reward program (or other similar Visa program) for the number of days of free rental. If the free rental day(s) are combined with rental days for which You pay the negotiated rate, this entire balance must be paid with Your Card and the combined rental period must not exceed 48 days;
- d. points earned under the Vancity Rewards Program are used to pay for Your rental. However, if only a partial payment is paid using Vancity Rewards Points, the entire balance of that rental must be paid using Your Card in order to be covered.

## **6. Termination of Coverage**

Coverage terminates on the earliest of the following:

- a. when the Rental Agency reassumes control of the rental vehicle;
- b. when this Policy is cancelled;
- c. when Your rental period is more than 48 consecutive days, or Your rental period is extended for more than 48 consecutive days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or other vehicles; and
- d. when Your Card is cancelled or card privileges are otherwise terminated and/or Your Account is more than 90 days past due.

## **7. Where Coverage is Available**

This coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under Section 4, Part g (i) (ii) or (iii)).

See the section on "Helpful Hints" for tips on locations where use of this coverage may be challenged and what to do when a Rental Agency makes the rental or return of a vehicle difficult.

## **8. Types of Vehicles Covered**

The types of rental vehicles covered include: All cars, sport utility vehicles, and minivans made to transport a maximum of 8 people, including the driver, and which are used exclusively for the transportation of passengers and their luggage) except those excluded in this section.

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes Benz are covered as long as they meet the requirements.

The following vehicles are NOT covered:

- a. vans, cargo vans or mini cargo vans (other than minivans as described);
- b. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
- c. limousines;
- d. off-road vehicles – meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
- e. motorcycles, mopeds or motor bikes;
- f. trailers, campers, recreational vehicles or vehicles not licensed for road use;
- g. vehicles towing or propelling trailers or any other object;
- h. mini-buses or buses;
- i. any vehicle with a Manufacturer’s Suggested Retail Price (MSRP), excluding all taxes, over \$65,000 at the time and place of loss, excluding all taxes;
- j. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
- k. any vehicle which is either wholly or in part handmade, hand finished or has a limited production of under 2,500 vehicles per year;
- l. antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 10 years or more;
- m. Tax-Free Cars.

## **9. In the Event of an Accident or Theft**

Within 48 hours, You MUST notify the Insurer by calling **1-855-255-5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world to initiate Your claim with a representative. The representative will provide You with a claim form or You may also access a claim form and submit required documentation online at **cardbenefits.assurant.com**.

Your claim form must be submitted with as much documentation requested in this section as possible within 45 days of discovering the loss/damage. ALL required documentation and/or additional information reasonably required by the Insurer, must be provided within 90 days of the date of damage or theft. Claims submitted with incomplete or insufficient documentation will not be paid.

### **The following claim documentation is required, but may not be limited to:**

- a. the claim form, completed and signed;
- b. copy of the front and back of the driver’s license of the person who was driving the vehicle at time of loss/damage;
- c. copy of Your Card sales draft showing that the rental was paid in full with the Card, or the Visa sales draft showing the balance of charges for the rental if a points program was used to pay for part of the rental;
- d. copy of Your Account statement showing Your name, Account number, and full cost of the rental charged to the Account;
- e. copy of the front and back of the original open vehicle rental agreement;
- f. copy of the closed rental agreement showing the date the vehicle was returned and the total cost of the rental.
- g. copy of the Rental Agency’s accident or damage report;
- h. the itemized repair bill, or if not available, a copy of the estimate;



- i. receipt for paid repairs;
- j. police report, when available;
- k. copy of Your billing or pre-billing statement if any repair charges were billed to Your account;
- l. any other information reasonably required by the Insurer.

## **10. Helpful Hints**

Before You rent a vehicle, find out if You are required to provide a deposit if You wish to decline the Rental Agency's CDW. If possible, select a Rental Agency which provides an excellent rate AND allows You to decline the CDW without having to make a deposit.

Rental Agencies in some countries may resist Your declining their CDW coverage. These Rental Agencies may try to encourage You to take their coverage or to provide a deposit. Before booking a car, confirm that the Rental Agency will accept CLD Insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your rental through a travel agency, let them know You want to take advantage of CLD Insurance and have them confirm the Rental Agency's willingness to accept it.

In certain locations, the law requires that Rental Agencies provide collision damage coverage in the price of the vehicle rental. In these locations, this CLD Insurance will provide coverage for any required deductible provided that all the procedures outlined in this Certificate of Insurance are followed and the Rental Agency's CDW has been declined on the rental contract.

You will not be compensated for any payment You may have made to obtain the Rental Agency's CDW.

Check the rental vehicle carefully for scratches or dents before and after You drive the vehicle. Be sure to point out where the scratches or dents are located to a Rental Agency representative.

If the vehicle has sustained damage of any kind, immediately phone one of the numbers provided and do not sign a blank sales draft to cover the damage and Loss of Use charges or, a sales draft with an estimated cost of repair and Loss of Use charges. Advise the rental agent that You have reported the claim and provide the Insurer's phone number.

## **E. Delayed and Lost Baggage Insurance**

### **1. Who Is Covered**

**Insured Person** means the Cardholder, the Cardholder's Spouse, and the Cardholder's Dependent Children whose name is on a Ticket or for whom the Ticket has been purchased.

### **2. What Are the Coverages**

#### **Delayed Baggage**

In the event that Checked Baggage is delayed for 4 hours or more, You will be reimbursed for the cost to replace Essential Items to a maximum of \$500 per Covered Trip provided those purchases are made before the baggage is returned to the Insured Person but in no event more than 96 hours after arriving at the Final Destination.

#### **Lost Baggage**

In the event the Common Carrier never locates the Insured Person's Checked Baggage, You will be reimbursed for the portion of the replacement cost of lost Personal Property that is not paid by the Common Carrier or other insurance. The total benefits payable are subject to a maximum of \$1,000 per Insured Person per Covered Trip.

To activate coverage, use Your Card to pay for the Ticket in full, or purchase the Ticket via a redemption of Vancity Rewards Points, or a combination thereof. Coverage will be in force while baggage is in the custody of the Common Carrier.

### **3. Termination of Coverage**

Coverage terminates on the earliest of the following:

- a. the date Your Account is closed;
- b. the date Your Account is 90 or more days past due, but coverage is automatically reinstated when the Account is returned to Good Standing; and
- c. the date the Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

### **4. Exclusion and Limitations**

No coverage is provided for: Losses occurring when the Checked Baggage is delayed on an Insured Person's return home to their province or residence; expenses incurred more than 96 hours after arriving at the Final Destination shown on the Ticket; expenses incurred after the Checked Baggage is returned to the Insured Person; losses caused by or resulting from any criminal act by the Insured Person; baggage not checked; baggage held, seized, quarantined or destroyed by customs or government agency; money; securities; credit cards and other negotiable instruments; tickets and documents.

### **5. Other Insurance**

The coverage provided by the Insurer is issued strictly as excess coverage and does not apply as contributing insurance; it will reimburse the Cardholder only to the extent a permitted claim exceeds coverage and payment under other insurance, regardless of whether the other insurance contains provisions purporting to make its coverage non-contributory or excess. The Policy also provides coverage for the amount of the deductible of other insurance.

### **6. How to Claim**

The Cardholder must furnish the Insurer with proof of claim. This shall include a signed loss report.

#### **Initial Notification**

If You have incurred a claim covered under the Delayed and Lost Baggage Insurance, You must give notice by contacting the Insurer within 45 days from the date of the occurrence of the delay by calling **1-855-255-5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world or filing a claim online at **cardbenefits.assurant.com**.

The Insured Person will be asked to provide

- a. name, address, and telephone number;
- b. Account number used to purchase the Ticket;
- c. the date, time and place of the occurrence of the delay or loss; and
- d. the amount of the claim.

#### **Written Proof**

In the event of a claim covered under the Delayed and Lost Baggage Insurance, a loss report will be mailed to the Insured Person. You should complete it in full and return it within 90 days from the date of occurrence of the delay or loss.

The loss report shall include but may not be limited to:

- a. a copy of the Ticket;

- b. a copy of the baggage claim ticket;
- c. a copy of the Account charge receipt or Visa statement for the cost of the Ticket;
- d. a copy of a statement from Your homeowner's or tenant's insurance carrier indicating the extent to which You have been reimbursed for any items permanently lost with Your baggage;
- e. itemized receipts for actual expenses incurred for essential clothing and toiletries;
- f. written statement from the Common Carrier confirming all of the following specifics:
  - (i) date and time of delay or loss;
  - (ii) date and time that baggage was returned, or if not returned, a statement of the amount of liability accepted by the Common Carrier, if any; and
  - (iii) reason or circumstances surrounding the delay or loss;
- g. any other information reasonably required by the Insurer.

## **F. Flight Delay Insurance**

### **1. Who is Covered**

Insured Person for the purposes of this section means the Cardholder, the Cardholder's Spouse, and Dependent Children when travelling with the Cardholder and/or the Cardholder's Spouse, provided at least 75% of the full cost of the delayed flight was charged to the Account and/or paid with Vancity Rewards Points.

### **2. What Are the Coverages**

In the event of the confirmed scheduled flight departure from any airport is delayed by 4 hours or more, You will be reimbursed for necessary and reasonable expenses incurred with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) within 48 hours of the delay or denied boarding, to a maximum of \$500 per Insured Person on the same Covered Trip, and provided that no alternative transportation is made available to the Cardholder within 4 hours of the scheduled departure time of the original flight, and delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or denied boarding due to overbooking.

### **3. Termination of Coverage**

Coverage terminates on the earliest of the following:

- a. when Your Account is closed;
- b. when Your Account is 90 or more days past due, but coverage is automatically reinstated when the Account is returned to Good Standing; and
- c. when the Policy is cancelled except that the Insurer will remain liable for the claim if the event giving rise to the claim occurred prior to the effective termination date and the claim is otherwise valid.

### **4. Limitations and Exclusions**

The Insurer does not cover loss caused by or resulting from:

- a. criminal or fraudulent acts of the Insured Person;
- b. war, whether declared or undeclared, civil war, insurrection, rebellion or revolution; or
- c. any warlike act by any government or military force;

## 5. Other Insurance

This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to You in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and 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.

## 6. How To Make A Claim

In the event of a claim, contact the Insurer by calling **1-855-255-5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world or file a claim online at **cardbenefits.assurant.com**.

### Written Proof

The Cardholder will be required to provide documentation to substantiate the claim, including, but not limited to, plane ticket(s) or the Card sales receipt for the plane ticket(s), a written statement from the airline confirming and detailing the delay and itemized original receipts with respect to the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items.

## G. Common Carrier Travel Accident Insurance

### 1. Who is Covered

Insured Person for the purposes of this section means the Cardholder, the Cardholder's Spouse and Dependent Children, provided at least 75% of the Ticket price has been charged to the Account and/or paid with Vancity Rewards Points.

### 2. Description of Benefits

If Accidental Bodily Injury results in any of the following losses within 365 days after the date of an accident, the Insurer will pay a benefit for the Loss based on the applicable Amount of Benefit from the following table:

#### Schedule of losses

Accidental Loss of:	Amount of Benefit
Life	\$500,000
Both hands or both feet or sight of both eyes	\$500,000
One hand and one foot	\$500,000
One hand or one foot, and sight of one eye	\$500,000
Quadriplegia, paraplegia or hemiplegia	\$500,000
Speech	\$500,000
Hearing	\$500,000
One arm or one leg	\$375,000
One hand or one foot or sight of one eye	\$250,000
Thumb and index finger of the same hand	\$125,000

Loss referenced above as it relates to a foot means complete severance through or above the ankle joint; or with respect to hand, actual severance of the entire four fingers of the same hand at or above the metacarpophalangeal joints. As used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the

complete loss of one entire phalanx of the thumb; and as used with reference to finger means the complete loss of two entire phalanges of the finger; and as used with reference to eye means the entire and irrecoverable loss of sight thereof.

Loss referenced above as it relates to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss or hearing of both ears.

If more than one described Loss is sustained by an Insured Person, the total benefit payable from one accident is limited to the greatest amount payable for any one Loss sustained.

### **3. Exposure and Disappearance**

Unavoidable exposure to the elements will be covered as any other loss, provided such exposure is sustained as a result of hazards described herein. The Insured Person will be presumed to have suffered accidental loss of life if the Insured Person's body is not found within one year after the disappearance, stranding, sinking or wrecking of a Common Carrier in or on which the Insured Person was riding at the time of the accident, subject to all other terms of the Policy.

### **4. Hazards Insured Against**

Subject to the terms of the Policy, the hazards insured against are all those to which the Insured Person may be exposed while:

- a. the Insured Person is riding as a passenger in or on or boarding or alighting from a Common Carrier.
- b. the Insured Person is traveling as a passenger in or on or boarding or alighting from a Common Carrier directly to or from a terminal, station, pier or airport, either:
  - (i) immediately preceding a scheduled departure of a Covered Trip, or
  - (ii) immediately following a scheduled arrival of a Covered Trip.
- c. the Insured Person is in the terminal, station, pier or airport prior to or after a Covered Trip.

A Covered Trip is extended to include travel while the Insured Person is riding as a passenger in or on or boarding or alighting from a conveyance arranged for by the Common Carrier.

### **5. Exclusions**

The Policy does not cover Loss caused by or resulting from any of the following:

- a. intentionally self-inflicted injuries;
- b. suicide or attempted suicide whether sane or insane;
- c. illness; disease; normal pregnancy or resulting childbirth or miscarriage; and bacterial infection except bacterial infection of an Accidental Bodily Injury, or if death results, from the accidental ingestion of a substance contaminated by bacteria;
- d. any act of declared or undeclared war, but war does not include acts of terrorism;
- e. accident occurring while operating or learning to operate, piloting, serving as crew, or a passenger of any aircraft except as provided in Hazards Insured Against;
- f. any criminal act by the Insured Persons.

### **6. Termination of Coverage**

The insurance coverage of any Insured Person shall terminate on the earliest of the following:

- a. when coverage as described under the section Hazard Insured Against is no longer in force;
- b. the date the Policy is terminated except that coverage will be continued for previously arranged trips for which the Ticket has been charged to the Cardholder's Card Account as evidence on the Ticket;
- c. the date the Account ceases to be in Good Standing.

## **7. Beneficiary**

Benefits under the Policy are payable to the Cardholder, except for loss of life of the Cardholder, which will be paid to the Cardholder's estate.

## **8. Physical Examination and Autopsy**

The Insurer, at its expense, has the right to have the Insured Person examined as often as reasonably necessary while a claim is pending. It may also have an autopsy made unless prohibited by law.

## **9. How to Claim**

In the event of a claim, contact the Insurer by calling **1-855-255-5205** from Canada and the United States or **613-634-4991** collect from elsewhere in the world or file a claim online at **cardbenefits.assurant.com**.

# **H. 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.

## **1. Notice and Proof of Claim**

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, notify the Insurer by calling **1-855-255-5205** from Canada and the United States, or **613-634-4991** collect from elsewhere in the world. You will then be sent a claim form.

Written notice and proof of claim must be given to the Insurer 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, unless otherwise specified under the coverage. 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.

Failure to provide written notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the written 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.

## **2. Payment of Claim**

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

## **3. 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.

#### **4. 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 coverage under the Policy, nor to the payment of any claim under the Policy.

#### **5. Due Diligence**

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

#### **6. 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.

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

If you have a concern or complaint about Your coverage, please call the Insurer at **1-855-255-5205**. 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 in this section or at: **assurant.ca/customer-assistance**.

#### **8. Privacy**

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**. 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 in this section.

### **3. STATEMENT OF SERVICES**

Emergency Travel Assistance Services and Price Protection Service are services only, not insurance. These services are provided by American Bankers Insurance Company of Florida ("Assurant") and available only to the Cardholder. Please refer to the Definitions section for the meaning of all capitalized terms.

#### **A. Emergency Travel Assistance Services**

Any costs incurred for or in connection with Emergency Travel Assistance Services will be charged to Your Account (subject to credit availability). If not chargeable, payment for such costs will be arranged (where reasonably possible) through Your family and friends.

**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 Insurer for this assistance prior to seeking treatment for any medical emergency.

**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.

## **B. Price Protection Service**

### **1. Services**

Price Protection Service automatically applies to cover most items of new Personal Property that You purchase in Canada. With Price Protection, if You charge the full cost of an eligible product to Your Card and then find it for a lower written advertised price within 60 days from the date of purchase, You will be reimbursed the difference between the price You paid and the lower advertised price.

The advertisement must be specific and the advertised item must be of the same brand, model and/or size.

### **2. Limitations and Exclusions**

Purchases must be made in Canada and the total of all of Your Price Protection payments may not exceed \$1,000 in any calendar year.

Reimbursement will be based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges.

Price Protection does not apply if You have received or are entitled to any store or other refund of the difference between the original price paid and the lower advertised price.

Price Protection excludes: services of any kind (including installation and labour), products purchased and/or used commercially, combined offers (i.e. buy two, get one free), price comparisons with liquidated merchandise, grey market items, or price comparisons between two different countries.

Product exclusions include: tickets of any kind (including airline tickets, tour packages, hotel accommodations and car rentals), negotiable instruments, collectibles, art, one-of-a-kind items, antiques, plants, perishable goods, items consumed in use, animals, computer hardware (including but not limited to computers, scanners and printers), computer software, automotive parts and accessories, tires of any kind, fuel, automobiles, boats or any other motorized vehicles which are used for personal transportation, refurbished, pre-owned, demos and open box sales.

As a pre-condition to any Price Protection request for payment related to a purchase, Your Account must be in Good Standing.



### 3. How to Request Price Protection Service

If you need to request Price Protections Service, simply call **1-855-255-5205** or **613-634-4991** collect. Your request must be submitted within 120 days of the original purchase date. You will be sent the applicable request form and will be asked to provide the following items:

- a. the original store receipt,
- b. the Account statement showing the charge, and
- c. the dated advertisement/flyer that shows that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase.

Please be sure to keep copies of all receipts. Reimbursement under Price Protection Service will be made upon receipt of full satisfactory written proof, as determined by Assurant.

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