

MBNA Rewards
Platinum Plus[®]
Mastercard[®] Credit Card
Guide to Coverage

Certificate of Insurance
for Rewards Platinum Plus
Mastercard Cardholders

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PART I – Purchase Assurance and Extended Warranty Certificate of Insurance

Coverage under this Certificate is provided by:
TD Home and Auto Insurance Company (Insurer)
320 Front Street West, 3rd Floor
Toronto, Ontario M5V 3B6

Claims administration and adjudication services are provided by:
Global Excel Management Inc. (Administrator)
73 Queen Street
Sherbrooke, Quebec J1M 0C9
Phone: 1-866-520-8827 or +1-519-742-9356

This Certificate of Insurance ("*Certificate*") contains important information about *Your* insurance. Please read this *Certificate* carefully and keep it in a safe place.

All benefits are subject, in every respect, to the terms of the Group Master Policy No. TGV012 ("*Policy*") issued by TD Home and Auto Insurance Company to MBNA, a division of The Toronto-Dominion Bank, (the "*Bank*"), which is named in the Policy as the Policyholder. Terms of the Policy shall govern should the terms of the *Certificate* and Policy conflict.

Refer to the Definitions section below or to the paragraph following this one for the meanings of all capitalized and italicized terms.

The Policy provides the insurance described below for *Rewards Platinum Plus Mastercard Primary Cardholders* of the Bank and, where specified, their *Spouses, Dependent Child(ren)* and/or certain other persons. All benefits are subject, in every respect, to the terms of the Policy which alone constitute the agreement under which payments are made. Only the Bank may determine who is a *Primary Cardholder*, whether an *Account* is in *Good Standing* and consequently whether the insurance pursuant to this *Certificate* has come into or is in force. No person is eligible for coverage under more than one certificate of insurance or insurance policy issued by *Us*, marketed to the Bank's credit card group, providing insurance coverage similar to that provided by this *Certificate*. In the event that any person is recorded by *Us* as an "*Insured Person*" under more than one such certificate or policy, such person shall be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this *Certificate*. This *Certificate* supersedes any certificate(s) previously issued to the *Primary Cardholder* under the policy.

This Policy contains a provision removing or restricting the right of the *Insured Person* to designate persons to whom or for whose benefit insurance money is to be payable.

Refer to the Definitions section below and the Definitions section within each Certificate of Insurance for the meanings of all capitalized and italicized terms. As you read this Guide to Coverage, you may need to refer to the Definitions sections to ensure you have a full understanding of your coverage, limitations and exclusions.

Definitions:

This section defines capitalized and italicized terms that are used throughout this *Certificate*. As you read this *Certificate*, you may need to refer to these definitions to ensure you have a full understanding of your coverage, limitations and exclusions.

Account means the Primary credit Cardholder's *Rewards Platinum Plus Mastercard* credit card account provided it is in *Good Standing* with the Bank.

Dependent Child(ren) means a person who: is an unmarried, natural child, adopted child or stepchild of the *Primary Cardholder*; is principally dependent on the *Primary Cardholder* for support and is; a) under twenty-one (21) years of age, or b) under twenty-six (26) years of age and is a full-time student attending a recognized college or university, or c) any age, but is incapable of self-sustaining employment due to physical or mental disability and is totally reliant on the *Primary Cardholder* or his/her *Spouse* for support and maintenance.

Family Cardholder means a *Primary Cardholder's Spouse* and/or *Dependent Child(ren)* who has been issued a *Supplemental Rewards Platinum Plus Mastercard* credit card issued by the Bank.

Good Standing means being in full compliance with all of the provisions of the *Account Agreement* in force between the *Primary Cardholder* and the Bank, as amended from time to time.

Insured Person means the *Primary Cardholder* or *Family Cardholder*.

Mysterious Disappearance means when the article of personal property in question cannot be located, and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable conclusion that a theft occurred.

Operations Centre means the operations centre maintained by Global Excel Management Inc. From anywhere in Canada or U.S. call toll free 1-866-520-8827. From elsewhere call collect 1-519-742-9356.

Primary Cardholder means the credit cardholder who has signed an application for an *Account*, as primary credit cardholder, and for whom an *Account* is established by the *Bank*. A *Primary Cardholder* does not include an Authorized User.

Rewards Platinum Plus Mastercard means a *Rewards Platinum Plus Mastercard* credit card issued by the Bank.

Spouse means the *Primary Cardholder's* legal husband or wife; or

- the person who the *Primary Cardholder* has lived with for at least one year and publicly represented as his or her domestic partner.

We, Our and Us means TD Home and Auto Insurance Company.

You and Your mean the *Insured Person*.

PURCHASE ASSURANCE

Coverage Eligibility The following benefits apply when *You* charge the full cost of covered personal property items to *Your Account*, or if you purchase an item using a *Your Account* access cheque.

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

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

PURCHASE ASSURANCE EXCLUSIONS AND LIMITATIONS

1. The following items are not covered: a) travellers cheques, money (paper or coin), tickets, bullion, banknotes, negotiable instruments or other numismatic property; b) documents; c) animals or living plants; d) mail order purchase until delivered and accepted by the *Primary Cardholder*; e) golf balls; f) automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors, trailers or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories.
2. Computers, software, their parts and accessories are collectively considered one item. Coverage for such an item is limited to \$1,000 per loss.
3. Jewellery and fine art (art objects) are collectively considered one item. Coverage is limited to \$500 for each item per loss.
4. There is a lifetime total accumulative limit of \$60,000 per *Account*.
5. Where a covered item is part of a pair or set, *You* will receive no more than the value of the particular part or parts stolen or damaged, regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.
6. The *Operations Centre*, may, at its sole option, elect to a) repair, rebuild or replace the item stolen or damaged (whether wholly or in part), upon notifying *You* of its intention to do so within sixty (60) days following receipt of the required proof of loss; or b) reimburse *You* for the item, not exceeding the purchase price (not including taxes).
7. *You* will be entitled to receive no more than the purchase price (not including taxes) of the protected item as recorded on the Mastercard sales receipt.

EXTENDED WARRANTY

Coverage Eligibility The following benefits apply when *You* charge the full cost of an item to *Your Account*. Regardless of where the item is purchased, it must have a warranty valid in Canada. The coverage is available automatically, without registration, where the original manufacturer's warranty does not exceed 5 years. Where the original manufacturer's warranty exceeds 5 years, the item must be registered within one year of the date of purchase with the *Operations Centre*. *You* must provide the following to register the item:

- copy of the vendor sales receipt
- customer copy of the Mastercard sales receipt
- serial number of the item (if available)
- original manufacturer's warranty valid in Canada
- description of the item.

This insurance will extend the original manufacturer's warranty for repair services by doubling the period provided by the original manufacturer. The maximum warranty extension available is one year. Terms of the extension will be in accordance with the original manufacturer's warranty (excluding any extended warranty offered by the manufacturer or any other party).

EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

1. The Extended warranty ends automatically when the original manufacturer ceases to carry on business for any reason whatsoever.

2. The following items are not covered: a) used items, b) automobiles, trailers, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for children) or any of their respective parts or accessories.
3. The extended warranty applies only to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada.

GENERAL PURCHASE ASSURANCE AND EXTENDED WARRANTY EXCLUSIONS AND LIMITATIONS

1. Claims resulting from the following are not covered: a) fraud; b) abuse; c) hostilities of any kind (including war, invasion, rebellion, insurrection), confiscation by authorities; risks of contraband; d) illegal activities; e) normal wear and tear; f) flood, earthquake, radioactive contamination; g) *Mysterious Disappearance*; h) inherent product defects; i) modifications or repairs to items or attempts thereof.
2. Eligible items which *You* give as a gift are covered, however; *You*, not the recipient, must make the claim for benefits. Items which have been sent by mail are not covered until they have been received by the recipient.
3. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorney's fees are not covered.
4. Copies of receipts and other documents described in this *Certificate* must be presented by *You* to file a valid claim.
5. *You* must notify the *Operations Centre* immediately after learning of any loss or occurrence. Upon receipt of such notice, the *Operations Centre* will provide *You* with the appropriate claim forms.
6. No other person or entity shall have any right, remedy or claim (legal or equitable) to these benefits. *You* shall not assign these benefits other than benefits for gifts as expressly provided in this *Certificate*.
7. At the sole discretion of The *Operations Centre*, *You* may be required to send at *Your* own expense, the damaged item on which a claim is based to an address designated by the *Operations Centre*.
8. Purchase benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are in excess of all other applicable valid insurance, indemnity protection or warranty available to the *Primary Cardholder* in respect of the item subject to the claim. *We* will only be liable for the excess of the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been exhausted and subject to the exclusions, terms and limits of liability set out in this *Certificate*. This coverage will not apply as contributing insurance and this "non-contribution" shall prevail despite any "non contribution provision" in other insurance, indemnity or protection policies or contracts.

General Provisions for Part 1

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

Claims: Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these benefits, notify the *Operations Centre* by calling toll free 1-866-520-8827 within Canada and the U.S., or by calling 1-519-742-9356 locally, or call collect from other countries. *You* will then be sent a claim form.

Claim Filing Procedures: As a condition to the payment of benefits under this insurance, *We* will need certain information from *You* if *You* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

1. General Documentation

- Receipts and itemized bills for all expenses.
- Original of any refunds or expense allowances received from *Your* tour operator, travel agency, *Common Carrier* or other entity.

2. Purchase Assurance

- A copy of the store receipt for the item purchased.
- A copy of an Insured's monthly billing statement reflecting the item purchased.
- Original police report or other report to local authorities.
- Estimate of repairs, if applicable.
- Photo of the damaged item, if applicable.
- Declaration's page from any other applicable insurance or a notarized statement that an Insured has no other insurance.

3. Purchase Assurance

- copy of the store receipt for the item purchased.
- A copy of an Insured's monthly billing statement reflecting the item purchased.
- A copy of the manufacturer's original Canadian warranty.
- A copy of the repair bill or estimate from the manufacturer's authorized repair facility.

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

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

Currency: All amounts stated in the *Certificate* are in Canadian currency unless otherwise indicated. If *You* have paid a covered expense, *You* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date the service was provided.

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

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

Legal Action Limitation Period: Every action or proceeding against the insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set

out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta or British Columbia), The *Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for actions or proceedings governed by the laws of Ontario), the *Civil Code of Quebec* (for actions or proceedings governed by the laws of Quebec), or another applicable legislation.

Payment of Benefits: Benefits payable under this *Certificate* will be paid within sixty (60) days of receipt of satisfactory proof of loss. This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

Proof of Loss: *Your* completed claim form together with written proof of loss must be sent to the *Operations Centre* within ninety (90) days of the date a claim arises. Failure to give notice of claim or furnish proof of loss within the time prescribed does not invalidate the claim if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed and if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the event for which benefits are being claimed.

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

Termination of Coverage: An *Insured Person's* coverage will automatically terminate on the earliest of the following, the date when: an *Insured Person* for any reason ceases to fall within the description of *Insured Person*; the Policy is terminated as provided in the Policy; the Bank receives notice that the *Primary Cardholder* wishes to cancel the *Account*; the *Primary Cardholder's Account* ceases to be in *Good Standing*. No losses incurred after such termination date will be paid.

Additional Insurance – Certificate of Insurance Mobile Device Insurance

**American Bankers Insurance Company of Florida
5000 Yonge Street, Suite 2000
Toronto, Ontario M2N 7E9
Phone: 1-877-654-7511**

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

The coverage outlined in this Certificate of Insurance is effective June 24, 2021, and is provided to eligible MBNA *Rewards Platinum Plus Mastercard Cardholders*. Refer to the Definitions section below or to the paragraph following this one for the meanings of all capitalized terms.

Mobile Device Insurance is underwritten by American Bankers Insurance Company of Florida (the "Insurer") under Group Policy No. MBNA-0620 (the "Policy") issued by the Insurer to MBNA, a division of The Toronto-Dominion Bank (the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. Mobile Device Insurance 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 copy of *Your* application for this insurance (if applicable) by writing to the Insurer at the address shown below.

American Bankers Insurance Company of Florida's head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

Claim payment and administrative services are arranged and/or provided by the Insurer.

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

DEFINITIONS

The following words and phrases, shown capitalized in this Certificate of Insurance, have the meanings shown below. *You* may need to refer to this section to ensure *You* have a full understanding of *Your* coverage, limitations and exclusions.

Accidental Damage means damage 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 means the *Cardholder's* MBNA Rewards Platinum Plus Mastercard account, which must be in *Good Standing* with the Policyholder.

Cardholder means the *Primary Cardholder* and any authorized user also a resident in Canada and who is issued an MBNA Rewards Platinum Plus Mastercard and whose name is embossed on the card. The *Cardholder* may be referred to as "*You*" or "*Your*".

Dollars and \$ means Canadian dollars.

Good Standing means, with respect to an *Account*, that the *Primary Cardholder* has not advised the Policyholder to close it or the Policyholder has not suspended or revoked credit privileges or otherwise closed the *Account*.

Household Member means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, siblings, and step-siblings whose permanent residence and address is the same as the *Cardholder*.

Mobile Device means a new or, if purchased directly from an original equipment manufacturer or *Provider*, a refurbished 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 means a *Mobile Device* cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to the reasonable inference that a theft occurred or other wrongful act of another person.

Other Insurance/Protection means all other applicable valid insurance, indemnity, warranty, or protection available to the *Cardholder* in respect of a loss subject to a claim under this Certificate of Insurance, and includes group and individual insurance (including home and renter's insurance), credit card coverage (whether group

or individual), manufacturer or retailer product protection plans and extended warranties, and any other similar insurance, protection, or reimbursement plans.

Plan means a fixed-term contract offered and provided by a *Provider*. Plan does not include any services or financing options provided by a third-party, even when offered by a *Provider*.

Primary Cardholder means a natural person, resident of Canada, whose name is on the *Account* and to whom an MBNA Rewards Platinum Plus Mastercard has been issued.

Provider means a Canadian wireless service provider.

Purchase Price means the portion of the *Total Cost* paid and charged to the *Account* if purchasing a *Mobile Device* outright, or the *Total Cost* the *Cardholder* will pay if funding the purchase of a *Mobile Device* through a *Plan*.

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

Trade-In Credit(s) means an in-store credit or certificate issued by a retailer of *Provider* to the *Cardholder* when the *Cardholder* trades-in an old mobile device.

ELIGIBILITY

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

- charge at least 75% of the *Total Cost* to Your *Account*. If paying the *Total Cost* with installments through a third-party financing company or "buy now, pay later" provider, all instalment payments made must equal at least 75% of the *Total Cost* of the *Mobile Device*. If the *Mobile Device* is equipped with cellular data technology, You must also activate Your *Mobile Device* with a *Provider*; or
- charge any portion of the *Total Cost* that is required to be paid up-front to Your *Account*, fund the balance of the *Total Cost* through a *Plan*, and charge all monthly wireless bill payments to Your *Account* for the duration of Your *Plan*; or
- fund the *Total Cost* through a *Plan* and charge all the monthly wireless bill payments to Your *Account* for the duration of the *Plan*.

COVERAGE PERIOD

Mobile Device coverage takes effect on the later of:

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

Mobile Device coverage ends on the earlier of:

- two years from the date of purchase;
- the date ONE monthly wireless bill payment was not charged to Your *Account*, if You are funding the *Total Cost* of Your *Mobile Device* through a *Plan*;
- the date the *Account* ceases to be in *Good Standing*; and
- the date You cease to be eligible for coverage.

BENEFITS

If a *Mobile Device* is lost, stolen or suffers mechanical breakdown or *Accidental Damage*, upon approval and as directed by the Insurer, You can proceed with the repair or replacement of Your *Mobile Device*. You

will then be reimbursed the repair or replacement cost, not exceeding the depreciated value† of Your *Mobile Device* at date of loss, less the deductible††, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

Reimbursement will be issued only upon the Insurer receiving evidence that the *Mobile Device* was repaired or replaced and the cost of repair or replacement was charged to the Account. 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*.

† 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.

†† The amount of the deductible is based on the *Total Cost* of Your *Mobile Device* less any applicable taxes, as determined from the following table:

Total Cost (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 *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:

1. Calculation of the depreciated value of *Your Mobile Device*

<i>Purchase Price</i>	\$800
Less depreciation cost (2 % X 8 months X \$800)	<u>– \$128</u>
Depreciated value	\$672

2. Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible (based on <i>Total Cost</i>)	<u>– \$100</u>
Maximum reimbursement	\$572

In the event *You* file a valid repair claim and the 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.

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.

If *You* have one or more *Account* 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.

Mobile Device Insurance does not cover:

1. accessories, whether included with Your *Mobile Device* in the original manufacturer's package or purchased separately;
2. batteries;
3. *Mobile Devices* purchased for resale, professional or commercial use;
4. used, previously owned *Mobile Devices*;
5. refurbished *Mobile Devices* (unless provided as a replacement for Your *Mobile Device* under the manufacturer's warranty or purchased directly from an original equipment manufacturer or Canadian *Provider*);
6. *Mobile Devices* that have been modified from their original state;
7. *Mobile Devices* being shipped, until received and accepted by *You* in new and undamaged condition; and
8. *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.

No benefits are payable for:

1. losses or damage resulting directly or indirectly from:
 - a. 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;
 - b. power surges, artificially generated electrical currents or electrical irregularities;
 - c. any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - d. cosmetic damage that does not affect functionality;
 - e. software, cellular/wireless service provider or network issues; or
 - f. theft or intentional or criminal acts by the *Cardholder* or *Household Members*; and
2. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

GIFTS

Mobile Devices given as gifts are covered under the *Mobile Device* coverage provided all eligibility requirements are met. In the event of a claim, *You*, not the recipient of the gift, must make the claim for benefits.

OTHER INSURANCE/PROTECTION

Mobile Device Insurance benefits are in excess of all *Other Insurance/Protection* available to You in respect of the *Mobile Device* 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/Protection* and for the amount of any applicable deductible, and
- if all such *Other Insurance/Protection* has been claimed under and exhausted, and further subject to the terms and Limitations and Exclusions set out herein.

This coverage will not apply as contributing insurance notwithstanding any provision in any *Other Insurance/Protection*.

HOW TO MAKE A CLAIM

PRIOR to proceeding with any action or repair services or replacement of the *Mobile Device*, You must first obtain the Insurer's approval. Failure to do so will make Your claim ineligible.

Immediately after a loss or an occurrence which may lead to a loss covered under *Mobile Device* Insurance occurs, but in no event later than 30 days from the date of loss, You must notify the Insurer by initiating a claim online at cardbenefits.assurant.com or calling 1-877-654-7511, between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday.

In the event of loss or theft, You must notify Your *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.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate Your claim including:

1. the original sales receipt detailing or similar document detailing the date of purchase, description of Your *Mobile Device*, and any pay upfront amounts and trade-in credits;
2. a copy of your Wireless Service Agreement or similar document indicating the date, a description of Your *Mobile Device* and the non-subsidized retail cost of Your *Mobile Device*;
3. the date and time you notified Your *Provider* of loss or theft;
4. a copy of the original manufacturer's warranty (for mechanical failure claims) may be required;
5. a copy of the written repair estimate (for mechanical failure and *Accidental Damage* claims);
6. if You purchased Your *Mobile Device* outright, Your *Account* statement showing the *Purchase Price*;
7. if Your *Mobile Device* was funded through a *Plan*, Your *Account* statement showing any portion of the *Total Cost* paid up-front, if applicable, and credit card statements for up to 12 months immediately preceding the date of loss showing Your monthly wireless bill charged to Your *Account*;
8. a copy of any document detailing any *Other Insurance/Protection* and reimbursements received for this occurrence;
9. a police report, fire loss report, or other report of the occurrence of the *Accidental Damage*, loss or theft of Your *Mobile Device*; and
10. any other information reasonably required by the Insurer.

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.

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.

Subrogation

As a condition to the payment of any claim to a *Cardholder*, the *Cardholder* shall, upon request, transfer or assign to the Insurer all legal rights against all other parties for the loss. The *Cardholder* shall give the Insurer all such assistance as the Insurer may reasonably require 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 *Cardholder*.

Termination of Insurance

All coverage under this Certificate of Insurance terminates on the earlier of:

- a. the date the *Account* is cancelled or closed; and
- b. the date the Policy terminates.

No benefits will be paid for any loss incurred after coverage under this Certificate of Insurance has terminated, unless otherwise specified or agreed.

Due Diligence

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

Notice and Proof of Claim

Written notice of claim must be given to the Insurer as soon as reasonably possible after a claim occurs, but in all events provided within 90 days from the date on which 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 1 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 1 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.

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.

False Claim

If *You* make a claim knowing it to be false or fraudulent in any respect, *You* will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

If You Have a Concern or Complaint

If *You* have a concern or complaint about *Your* coverage, please call the Insurer at 1-877-654-7511. 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 also 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

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 outside *Your* province 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, the purposes and means for which *Your* information is being collected, *Your* rights, *Your* options for refusing or withdrawing *Your* consent to the use of *Your* personal information, *You* may call the Insurer at the number listed above.

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