

# Collabria

## CERTIFICATE OF INSURANCE

### VISA INFINITE BUSINESS - PURCHASE PROTECTION, EXTENDED WARRANTY & AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE

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

The coverage outlined in this Certificate of Insurance is effective as of **October 1, 2017**, and is applicable to all eligible Collabria Financial Services Inc. Credit Cardholders. This insurance is provided by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy number CFSB062016 (hereinafter referred to as the "Policy") issued by the Insurer to Collabria Financial Services Inc. (hereinafter referred to as 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. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided.

The Cardholder or a person making a claim under this Certificate may request a copy of the Policy and/or a copy of the application for this insurance, if applicable, by writing to the Insurer at the address shown below.

The Insurer's Canadian head office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9. The Insurer and its affiliates carry on business in Canada under the name of Assurant Solutions.

## DEFINITIONS

**Account** means the Collabria Credit Card Account, which must be in Good Standing with the Policyholder.

**Cardholder** means a person to whom a Collabria Credit Card has been issued and whose name is on the card or any additional Cardholder who is authorized to use the card in accordance with the Cardholder agreement or the variable credit agreement. Cardholder may also be referred to as “You” and “Your”.

**Collabria Credit Card** means a Visa Infinite Business credit card issued by the Policyholder.

**Dollars and \$** mean Canadian dollars.

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

**Insured Item** means a new item (a pair or set being one item) of personal property (not purchased by a business and/or used for a business or for commercial purposes) for which You use Your Collabria Credit Card to pay the Purchase Price.

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

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

**Purchase Price** means the full cost of an Insured Item, including any applicable taxes and less any costs or fees associated with the Insured Item(s) purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

## PURCHASE PROTECTION AND EXTENDED WARRANTY INSURANCE

### PURCHASE PROTECTION

Purchase Protection coverage protects most new personal items purchased anywhere in the world by insuring them for ninety (90) days from the date of purchase in the event of loss, theft or damage when You use Your Collabria Credit Card to purchase such item. If an Insured Item is lost, stolen or damaged, the Insurer, at its sole discretion, will reimburse You the repair or replacement cost of the Insured Item, not exceeding the Purchase Price charged

to Your Collabria Credit Card, subject to the Limitations and Exclusions below. Purchase Protection benefits are subject to a maximum of \$10,000 per Insured Item and a lifetime maximum of \$50,000 per Account. Original receipts and other documents described herein must be submitted at time of claim.

## **Limitations and Exclusions**

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

### **Purchase Protection Does Not Cover The Following Items:**

1. travellers cheques, cash, any other negotiable instruments of any kind, bullion, rare or precious coins, stamps or documents or tickets of any kind;
2. animals or living plants;
3. golf balls or other sports equipment lost or damaged during the course of normal use;
4. mail order items until received and accepted by You in new and undamaged condition;
5. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children), and any of their respective parts or accessories;
6. perishables such as food, liquor and goods consumed in use;
7. jewellery, gems, watches and furs transported/ stored in baggage that is not under the personal supervision of the Cardholder or the Cardholder's travelling companion; and
8. items used or previously owned or refurbished items, including antiques, collectibles and fine art.

### **This Policy does not provide benefits for:**

1. losses 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 Dis appearance or inherent product defects; or
  - b) theft or intentional or criminal acts by the Cardholder; and
2. incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees.

## **EXTENDED WARRANTY**

Extended Warranty coverage provides You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one

(1) additional year, on most new personal items purchased anywhere in the world when You use Your Collabria Credit Card to purchase such item.

Coverage is limited to personal items with an Original Manufacturer Warranty of five (5) years or less.

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of an Insured Item, where such parts and/or labour cost were specifically covered under the terms of the Original

Manufacturer's Warranty and are limited to the repair or replacement cost of the Insured Item at the Insurer's discretion, not exceeding the Purchase Price charged to Your Collabria Credit Card, subject to the Limitations and Exclusions below.

Extended Warranty benefits are subject to a maximum of \$10,000 per Insured Item and a lifetime maximum of \$50,000 per Account.

Original receipts and other documents described herein must be submitted at time of claim.

### **Limitations And Exclusions**

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

### **Extended Warranty Does Not Cover The Following Items:**

1. items purchased with an Original Manufacturer's Warranty of more than five (5) years; and
2. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children) and any of their respective parts or accessories.

This Policy does not provide benefits for losses resulting directly or indirectly from any incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees.

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

### **HOW TO CLAIM**

Immediately after learning of a loss or an occurrence which may lead to a loss covered under the Policy and PRIOR to proceeding with any action or repairs/replacements, notify the Insurer by calling **1-855-255-4037**. You will then be sent a claim form.

For damage claims, You must obtain a written estimate of the cost to repair the Insured Item by a repair centre.

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 the following:

1. the original sales receipt detailing the cost, date and description of purchase;
2. the account showing the charge;
3. a copy of the Original Manufacturer's Warranty (for Extended Warranty claims);

4. a copy of the written repair estimate (for damage claims); and
5. 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.

At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim. Prior to proceeding with any repair services or replacement of the Insured Item, You must obtain the Insurer's approval in order to ensure the eligibility for payment of Your claim.

## **GENERAL PROVISIONS AND STATUTORY CONDITIONS**

### **Pair Or Set**

Claims for items belonging to and purchased as a pair or set will be paid for at the Purchase Price of the pair or set provided that the parts of the pair or set are unusable

individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the Purchase Price.

### **Gifts**

Insured Items that You give as gifts are covered provided the 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**

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

## **AUTO RENTAL COLLISION/LOSS DAMAGE INSURANCE**

### **Eligibility**

You are eligible for Auto Rental Collision/Loss Damage coverage when You rent most private passenger vehicles for a period NOT to exceed forty-eight (48) consecutive days, provided that:

1. You initiate the rental transaction by booking or reserving the vehicle rental with Your Collabria Credit Card and by providing Your Collabria Credit Card as payment guarantee prior to the time You take possession of the vehicle;
2. You decline the rental agency's collision damage waiver (CDW) or loss damage waiver (LDW), or similar provision; and
3. You rent the vehicle in Your name, and charge the entire cost of the rental vehicle to Your Collabria Credit Card.

Rental vehicles which are part of a Car Sharing program are eligible for this Auto Rental Collision/Loss Damage coverage if the entire cost of the rental vehicle has been charged to Your Collabria Credit Card and all other eligibility requirements were met.

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

## **Benefits**

Subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance, You are provided with the same protection against losses arising from the contractual liability assumed when renting and operating a rental vehicle as You would have if You accepted the rental agency’s collision or loss damage waiver (or similar provision) up to the actual cash value of the damaged or stolen rental vehicle as well as any reasonable, valid and documented Loss of Use, reasonable and customary towing charges and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name.

Benefits are limited to one vehicle rental during any one period. If during the same period more than one vehicle is rented by the Cardholder, only the first rental will be eligible for these benefits. In some jurisdictions the law requires the rental agencies to include CDW/LDW in the price of the vehicle rental. In these locations, Auto Rental Collision/ Loss Damage benefits under the Policy will only provide coverage for any deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency’s deductible waiver.

No CDW/LDW premiums charged by the rental agencies will be reimbursed under the Policy.

Rental vehicles which are part of pre-paid travel packages are eligible for benefits if the total travel package was charged to Your Collabria Credit Card and all other requirements herein are met.

This coverage is available on a 24-hour basis anywhere in the world, except where prohibited by law, or where the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed. (See the section “Know Before You Go” for tips on how to avoid having use of this coverage challenged.)

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

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

## **Know Before You Go**

While Auto Rental Collision/Loss Damage benefits provide coverage on a worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants, there is no guarantee that this coverage will be accepted at every car rental facility. Some rental agencies may resist Your declining their CDW/LDW coverage. They

may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit.

Before booking a vehicle, confirm that the rental agency will accept this Auto Rental Collision/Loss Damage insurance without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your trip through a travel agency let them know You want to take advantage of this Auto Rental Collision/Loss Damage insurance and have them confirm the rental agency's willingness to accept this coverage.

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

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

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

### **Coverage Period**

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

1. the time the rental agency assumes control of the rental vehicle, whether it be at its place of business or elsewhere;
2. the date the Account ceases to be in Good Standing;
3. the date the Insured Person ceases to be eligible for coverage; or
4. the date the Policy terminates.

### **Types of Vehicles Covered**

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

Mini-vans are covered provided they are:

1. for private passenger use with seating for no more than eight (8) occupants including the driver; and
2. not to be used for hire by others.

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

Vehicles which belong to the following categories are NOT covered:

1. any vehicle with a manufacturer's suggested retail price (MSRP), excluding taxes, over \$65,000 at the time and place of loss;
2. luxury, specialty or exotic vehicles;
3. vans (other than mini-vans as defined above);
4. trucks, pick-up trucks or any vehicle that can be reconfigured into a pick-up truck;
5. campers or trailers or recreational vehicles;
6. off-road vehicles;
7. motorcycles, mopeds or motorbikes;

8. customized vehicles;
9. antique vehicles;
10. leased vehicles; and
11. tax-free car.

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

Limousines that have been stretched or altered from the original factory design are excluded. However, standard production models of these vehicles that are not used as limousines are not excluded.

A tax-free car is a package that provides tourists with a short-term (seventeen (17) days to six (6) months), tax-free vehicle lease agreement with a guarantee buyback.

### **Limitations and Exclusions**

Auto Rental Collision/Loss Damage benefits do not cover any loss caused or contributed to by:

1. operation of the rental vehicle in violation of the law or any terms and conditions of the rental agreement/ contract;
2. operation of the vehicle by any driver not so authorized;
3. operation of the vehicle by any driver not in possession of a driver's license that is valid in the rental jurisdiction;
4. operation of the vehicle on other than regularly maintained roads;
5. alcohol intoxication where the driver's blood alcohol concentration is equal to or over the blood alcohol concentration limit for impaired driving under the Criminal Code of Canada or the jurisdiction in which the vehicle rental occurred, if lower, or the driver is charged for impaired driving;
6. use of narcotics by the driver;
7. nuclear reaction, radiation or radioactive contamination;
8. damage to tires unless in conjunction with an insured cause;
9. and tear, gradual deterioration, mechanical or electrical breakdown or failure of vehicle;
10. any damage caused by moving or transporting cargo;
11. insects or vermin, inherent vice or damage;
12. hostile or warlike action, insurrection, rebellion, revolution or civil war;
13. seizure or destruction under quarantine or customs regulations or confiscation by any government or public authority;
14. transporting contraband or illegal trade;
15. transportation of property or passengers for hire; or
16. any dishonest, fraudulent or criminal act committed or attempted by the Cardholder and/or any authorized driver.



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

1. vehicles rented for a period that exceeds forty-eight (48) consecutive days\*, whether or not under one or more consecutive rental agreements;
2. a replacement vehicle for which Your personal auto mobile insurance, car dealer, repair shop, or other party is covering all or part of the rental cost;
3. loss or theft of personal belongings in the vehicle, including cellular telephones, portable computers, electronic and communication devices;
4. expenses assumed, waived or paid or payable by the rental agency or its insurer;
5. third party liability (injury to anyone or anything inside or outside the vehicle); or
6. any amount payable by Your employer or employer's insurance coverage, if the rental vehicle was for business purposes.

\* If the rental period exceeds forty-eight (48) days, no coverage will be provided even for the first forty-eight (48) days of the rental period. Coverage may not be extended for more than forty-eight (48) days by renewing or taking out a new rental agreement with the same or another rental agency for the same or another vehicle.

## **HOW TO CLAIM**

You must report a claim to the Insurer as soon as possible, and in all events within 48 hours of the damage or theft having occurred. Call **1-855-255-4037** from Canada and the United States, or **613-634-4956** locally or collect from elsewhere in the world.

Failure to report a claim within forty-eight (48) hours may result in denial of the claim or reduction of Your benefit.

If the vehicle sustains losses exceeding \$1,000, You must obtain a police report.

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

1. a copy of the driver's license of the person who was driving the vehicle at time of the accident;
2. a copy of the loss/damage report You completed with the rental agency;
3. a copy of a police report required when the loss results in damage or theft claimed over \$1,000;
4. a copy of Your sales receipt, and the statement of Account showing the rental charge;
5. the front and back of the original opened and closed out rental agreement;
6. a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
7. original receipt(s) for any repairs for which You may have paid; and
8. if Loss of Use is charged, a copy of the rental agency's complete daily utilization log from the date

the vehicle was not available for rental, to the date the vehicle became available to rent.

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

## **GENERAL PROVISIONS AND STATUTORY CONDITIONS**

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

### **Notice and Proof of Claim**

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 under the Policy, but in all events, provided within ninety (90) days of the date of such loss. Written notice given by or on behalf of the claimant to the Insurer, with information sufficient to identify the Cardholder, shall be deemed notice of claim to the Insurer.

Failure to furnish proof of claim within the time prescribed herein does not invalidate the claim if proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to furnish proof within the time so prescribed. If the notice or proof is given or furnished after one (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. Payment made in good faith in respect of a claim will discharge the Insurer to the extent of that claim.

No person or entity other than the Cardholder shall have any right, remedy or claim, legal or equitable, to the benefits.

### **Due Diligence**

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

### **Subrogation**

Following payment of Your claim under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies You have against any party in respect of such claim, and shall be entitled, at its own expense, to sue in Your name. You shall give the Insurer all such assistance as is reasonably required to secure the Insurer's rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in Your name.

### **Termination of Insurance**

Coverage in respect of a Cardholder ends on the earliest of the following events:

1. the date Your Account is cancelled, closed or ceases to be in Good Standing;

2. the date the Cardholder ceases to be eligible for coverage; and
3. the date the Policy terminates.

No benefits will be paid under this Policy for loss or damage occurring after the coverage has terminated, unless otherwise specified or agreed.

### **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.

### **Legal Action**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act* or other applicable legislation in Your province or territory.

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

If You have a concern or complaint about Your coverage, please call the Insurer at **1-855-255-4037**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: <http://www.assurantsolutions.ca/consumer-assistance>.

