

# Collabria

## CERTIFICATE OF INSURANCE

### MOBILE DEVICE, PURCHASE PROTECTION & EXTENDED WARRANTY

*Amended and Restated: October 1, 2017*

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 **April 1, 2015**, (unless stated otherwise under the coverage). 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 April 1, 2015, 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 **CFS042015** (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.

## **DEFINITIONS**

**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 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 Classic 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.

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

**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 a Mobile Device or Insured Item, including any applicable taxes and less any costs or fees associated with the Mobile Device or Insured Item(s) purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

## **MOBILE DEVICE INSURANCE**

(For Mobile Device purchases made on or after October 1, 2017.)

### **Eligibility**

You are eligible for Mobile Device Insurance coverage when You purchase a Mobile Device anywhere in the world, provided that:

1. You charge the Purchase Price of the Mobile Device to Your Account and, if the Mobile Device is equipped with cellular data technology, You activate Your Mobile Device with a Canadian wireless service provider; or
2. You fund the Purchase Price of the Mobile Device through a Canadian wireless service provider's term plan and charge Your monthly wireless bill payments to Your Account for the duration of Your wireless service provider's term plan.

Original receipts and other documents described herein must be submitted at time of claim. In no event will a corporation, partnership or business entity be eligible for the insurance provided by this Certificate of Insurance.

### **Coverage Period**

Coverage for Your Mobile Device will take effect on the later of:

1. ninety (90) days from the date of purchase of Your Mobile Device; and
2. the date the second consecutive monthly wireless bill payment is charged to Your Account.

Coverage for Your Mobile Device ends on the earliest of:

1. two (2) years from the date of purchase;
2. the date Your monthly wireless bill payment was not charged to Your Account, if You are funding the cost of Your Mobile Device through a wireless service provider's term plan;
3. the date the Account is cancelled, closed or ceases to be in Good Standing;
4. the date the Cardholder ceases to be eligible for coverage; and
5. the date the Policy terminates.

### **Benefits**

This coverage complements but does not replace the manufacturer's warranty or warranty obligations; however, this coverage provides 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 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† of Your Mobile Device at time of loss, less the applicable deductible††, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

† 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 cost of two percent (2%) for each completed month from the date of purchase.

†† 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 TAX	DEDUCTIBLE AMOUNT
\$0.00 - \$200.00 \$25	25 \$
\$200.01 - \$400.00 \$50	50 \$
\$400.01 - \$600.00 \$75	75 \$
\$600.01 and greater \$100	100 \$

For example, if You purchase a new Mobile Device for a total Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on April 1, 2017, and file a claim on January 21, 2018, the maximum amount of reimbursement available to You is calculated as follows:

1. We calculate the depreciated value of Your Mobile Device:

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

2. We then apply the deductible applicable to the Purchase Price less taxes (\$800 - \$100 = \$700) as set out in the table above, to determine the maximum amount of reimbursement available to You:

Depreciated value	\$672
Less depreciation cost	- \$100
Maximum Reimbursement	\$572

In the event You file a repair claim and the total cost of repair is \$300, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You is \$300.

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 \$700 including applicable taxes, the maximum reimbursement available to You is \$572.

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this Certificate of Insurance. For details on how to file Your claim, please refer to the How to Claim section.

### Limitations And Exclusions

Mobile Device Insurance 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. If you have one or more Collabria Credit Card Account(s) providing Mobile Device Insurance, the maximum number of claims under all Your Accounts is limited to one (1) claim in any twelve (12) consecutive month period and two (2) claims in any forty-eight (48) consecutive month period.

Mobile Device Insurance does not cover the following:

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 or refurbished Mobile Devices;
5. Mobile Devices that have been modified from their original state;
6. Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
7. Mobile Devices stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or such Cardholder's travelling companion with the Cardholder's knowledge.

This Policy does not provide benefits for:

- a) losses or damage resulting directly or indirectly from:
  1. 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;
  2. power surges, artificially generated electrical currents or electrical irregularities;
  3. any occurrence that results in catastrophic damage beyond repair;
  4. cosmetic damage that does not affect functionality;
  5. software, cellular/wireless service provider or network issues; or
  6. any illegal activity committed by the Cardholder; and
- b) incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

## HOW TO CLAIM

In the event of loss or theft, You must notify Your wireless provider to suspend Your wireless services within forty-eight (48) hours of the date of loss. In the event of theft, You must also notify the police within seven (7) days of the date of loss.

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 fourteen (14) days from the date of loss 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 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.

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 date and time you notified Your wireless service provider of loss or theft;
3. a copy of the original manufacturer's warranty (for mechanical failure claims);
4. a copy of the written repair estimate (for mechanical

- failure and Accidental Damage claims);
5. if You charged the full Purchase Price to Your Account, the Account statement showing the charge;
  6. if Your Mobile Device was funded through a wireless service provider's term plan, proof of non-interrupted monthly wireless bill payments charged to the Account for up to twelve (12) months immediately preceding the date of loss; and
  7. 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 Mobile Device, You must obtain the Insurer's approval in order to ensure eligibility for payment of Your claim. The Insurer will request, at its sole discretion, that You repair or replace the Mobile Device. You must charge the cost of the repair or replacement to Your 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.

## **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. In no event shall a corporation, partnership or business entity be eligible for the insurance provided by this Certificate of Insurance. 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;
  8. items used or previously owned or refurbished items, including antiques, collectibles and fine art; and
  9. items purchased by a business and/or used for a business or commercial purpose or commercial gain.

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

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;
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; and
3. items purchased by a business and/or used for business or commercial purpose or commercial gain.

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**

Mobile Device and 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**

Mobile Device, 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.

## **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 the Cardholder's province or territory.

**If You Have a Concern or Complaint**

If You have a concern or complaint about Your coverage, please call the Insurer at **1-855-255-4037**. 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>.