

**DESJARDINS COMMERCIAL CREDIT CARD  
WAIVER OF LIABILITY PROGRAM  
Terms and Conditions**

The Desjardins Commercial Credit Card Waiver of Liability (the “Program”) is a program provided by Fédération des caisses Desjardins du Québec (“Desjardins”) which allows a Company to request Desjardins to waive the Company’s liability for eligible Waivable Charges made by its Authorized Representatives.

**DEFINITIONS**

The following words or phrases have the following meaning:

**Account** means the Authorized Representative’s Commercial Credit Card account, which must be in Good Standing with Desjardins.

**Account Agreement** means the Variable Credit Agreement between Desjardins and the Company, authorizing Desjardins to issue Commercial Credit Cards to Authorized Representatives of the Company and/or its Participating Affiliate, and which governs the use of such Commercial Credit Cards.

**Affidavit of Waiver** means a written request in the form attached as “Schedule 3 – Affidavit of Waiver”, sent by the Company to the Assurant requesting Waivable Charges to be waived.

**Assurant** means Assurant Services Canada Inc. who is the administrator of the Program.

**Billed** with respect to any Charge, is based on the Statement Date.

**Authorized Representative** means a physical person who is authorized by the Company to hold and use the Commercial Credit Card and whose name appears on the Commercial Credit Card.

**Cash Advance(s)** means an advance of cash obtained using the Commercial Credit Card.

**Charges** mean all amounts, including Cash Advances, charged to the Account.

**Commercial Credit Card** means a Desjardins Visa Corporate Card or Desjardins Visa Purchasing Card which is eligible to participate in the Program as determined by Desjardins.

**Company** means a corporation, partnership, sole proprietorship or any other entity who has an active and in force Account Agreement, and who is in Good Standing with Desjardins.

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

**Good Standing** means, with respect to an Account, that the Company has not advised Desjardins to close it or Desjardins has not suspended or revoked credit privileges or otherwise closed the Account; with respect to the Company, that the Company has adhered to the terms and conditions of the Account Agreement.

**Notification of Employment Termination** means the earlier of:

1. the date the Company gives or receives a written notice of the Authorized Representative’s immediate or pending termination of employment or service to the Company;
2. the date the Authorized Representative leaves the Company's service; and
3. if the Authorized Representative is a member of a bargaining unit of a union where the employer contract includes grievance procedures, the date the Company files a grievance with the labour arbitrator recommending the Authorized Representative’s employment be terminated.

**Participating Affiliate** means an affiliate of the Company designated by the Company to participate in the Program which is governed by the Account Agreement, and such other entity related to the Company that Desjardins approves to participate in the Program.

**Statement Date** means the date identified in the Account statement issued by Desjardins as the statement date.

**Waivable Charges** mean:

1. Charges incurred by the Authorized Representative which do not benefit the Company directly or indirectly in whole or in part;
2. Charges incurred by the Authorized Representative which benefit the Company directly or indirectly, and the Company has reimbursed the Authorized Representative but the Authorized Representative has not paid Desjardins;

3. Charges incurred up to 75 days before the Notification of Employment Termination and Billed no later than on the Statement Date coinciding with or immediately after the Notification of Employment Termination; and
  4. auditors' fees incurred with Desjardins's written consent and incurred solely to substantiate the amount of the claim; and
- The Company must notify Desjardins within 2 business days of the Notification of Employment Termination for Charges to be considered Waivable Charges.

#### **WHAT IS THE MAXIMUM AMOUNT THAT CAN BE WAIVED?**

The maximum amount that can be waived for eligible Waivable Charges is up to \$100,000 per Commercial Credit Card, subject to the terms, conditions, limitations and exclusions of the Program.

Cash Advances are limited to \$300 per day per Authorized Representative and a maximum of \$1,000 in total per Authorized Representative.

#### **WHAT CHARGES ARE NOT COVERED?**

The following Charges are excluded under this Program:

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Company's outstanding shares, or persons who are not employees and/or authorized designated persons of the Company at the time Charges were incurred;
2. interest or fees imposed by Desjardins on outstanding unpaid Charges;
3. where Desjardins Bills the Authorized Representative directly, any amount on a cheque submitted by the Authorized Representative which is not honoured by the Authorized Representative's financial institution due to non-sufficient funds or a closed account if, within the last 12 months, the Authorized Representative has submitted any other cheque to Desjardins which was not honoured by the Authorized Representative's financial institution due to non-sufficient funds or a closed account;
4. Charges incurred to purchase goods or services for the Company or for persons other than the Authorized Representative, instructed or approved by the Company in accordance with the Company's policies, if those goods or services are of the type which are regularly purchased by or for the Company. However, these Charges may become Waivable Charges in cases where Desjardins Bills the Authorized Representative and the Company reimburses the Authorized Representative but the Authorized Representative fails to pay Desjardins;
5. Charges incurred on or after the Notification of Employment Termination;
6. all Waivable Charges if the Company:
  - a) did not notify Desjardins as set out in section **E. WHAT ARE THE RESPONSIBILITIES OF THE COMPANY?** under the subsection **Notification to Desjardins**; or
  - b) did not submit an Affidavit of Waiver to the Assurant within 30 days of the Notification of Employment Termination.
7. Charges incurred or Billed earlier than 75 days prior to the Notification of Employment Termination;
8. Charges resulting from a lost or stolen Commercial Credit Card;
9. Charges to an Account which is not in Good Standing;
10. Cash Advances exceeding \$300 per day per Authorized Representative or \$1,000 in total per Authorized Representative; or
11. any interest on money owing.

#### **WHAT ARE THE RESPONSIBILITIES OF THE COMPANY?**

Before requesting for Waivable Charges to be waived, the Company **MUST** meet the following requirements:

##### **1. Notification to Desjardins:**

- a) Within 2 business days of the Notification of Employment Termination, the Company must notify Desjardins with a request to cancel the Account by:
  - (i) calling Desjardins at (514) 397-4600 or toll free at (800) 266-5662; or
  - (ii) by completing the form attached as "Schedule 1 - Account Cancellation Request" and sending it by email to [assistance\\_enligne@scd.desjardins.com](mailto:assistance_enligne@scd.desjardins.com)

The Company must record the exact date, time, and method of notification used to notify Desjardins in the Affidavit of Waiver.

##### **2. Notification to the Authorized Representative:**

The Company must notify the Authorized Representative in writing in the form attached as "Schedule 2 – Authorized Representative Commercial Credit Card Account Cancellation" and use its best efforts to retrieve the Commercial Credit Card from the Authorized Representative immediately after the Notification of Employment Termination but no later than 2 business

days of notifying Desjardins to cancel the Account. A copy of the notification to the Authorized Representative must be attached to the Affidavit of Waiver.

If the Company knows the Authorized Representative has received reimbursement for outstanding amounts owed to Desjardins as of the Notification of Employment Termination, the Company must promptly notify Desjardins.

#### **HOW TO REQUEST A WAIVER OF LIABILITY**

The Company must complete an Affidavit of Waiver in the form attached as "Schedule 3 - Affidavit of Waiver" and attach the following documents:

1. copy of the Commercial Credit Card Account Cancellation form sent to the Authorized Representative;
2. copy of Account Cancellation Request sent to Desjardins, if Commercial Credit Card was cancelled by email;
3. itemized list of Waivable Charges; and
4. Account statements showing the Waivable Charges.

The completed Affidavit of Waiver and required documents must be sent to Assurant within 30 days of the Notification of Employment Termination by email to [inclusive.benefits@assurant.com](mailto:inclusive.benefits@assurant.com) with the subject line "Waiver of Liability Request".

#### **INQUIRIES**

For questions regarding the Program or Your request for waiver of liability, contact Assurant:

By email: [inclusive.benefits@assurant.com](mailto:inclusive.benefits@assurant.com)

By telephone: 1-888-409-4442

#### **GENERAL PROVISIONS**

##### **Recovery**

If the Company recovers any amounts for Waivable Charges from any source after the Company has filed an Affidavit of Waiver with Desjardins, the Company must remit all such amounts to Desjardins within 60 days from the date of recovery. The Company agrees to assign any rights it may have to collect Waivable Charges subject of a claim to Desjardins.

##### **Other Insurance**

This program does not cover losses that are covered by other programs or insurance. Losses above those covered by other programs or insurance may be eligible for payment, subject to the terms, conditions, limitations and exclusion of the Program.

##### **Termination**

This Program will terminate on the earliest of the following:

1. the date the Company's Account Agreement is cancelled; and
2. the date the Program is discontinued, for which advance written notice will be provided.

##### **Misstatement**

Any fraud, misstatement or concealment by the Company regarding any matter affecting the Program or in connection with a request for waiver of liability shall render the Company's eligibility to participate in the Program void.

DESJARDINS COMMERCIAL CREDIT CARD  
WAIVER OF LIABILITY PROGRAM

Schedule 1  
ACCOUNT CANCELLATION REQUEST

Send this form within 2 business days of Notification of Termination of Employment to: [assistance\\_enligne@scd.desjardins.com](mailto:assistance_enligne@scd.desjardins.com)

COMPANY INFORMATION		
Company Name		
Address		
City	Province	Postal Code
Contact Person		
Contact Phone	Email (optional)	
AUTHORIZED REPRESENTATIVE INFORMATION		
Commercial Credit Card Account Number	First 6 digits:	Last 4 digits:
Authorized Representative Name		
Business Address <i>(if different from Company address)</i>		
City	Province	Postal Code
Phone	Mobile	
Notification of Employment Termination (mm/dd/yyyy)		
Effective Date of Termination (mm/dd/yyyy)		
BILLING (Check one)		
<input type="checkbox"/> Charges are invoiced to the Company and paid by the Company.		
<input type="checkbox"/> Charges are invoiced to the Authorized Representative and paid by the Authorized Representative.		

CANCELLATION OF THE COMMERCIAL CREDIT CARD IS EFFECTIVE ON THE DATE OF NOTIFICATION OF EMPLOYMENT TERMINATION.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
*(Must be a corporate officer)*

Date: \_\_\_\_\_

***An Affidavit of Waiver must be filed within 30 days of the Notification of Employment Termination.***

DESJARDINS COMMERCIAL CREDIT CARD  
WAIVER OF LIABILITY PROGRAM

**Schedule 2**  
**AUTHORIZED REPRESENTATIVE COMMERCIAL CREDIT CARD ACCOUNT CANCELLATION**

Date: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

**Re: Desjardins Commercial Credit Card Account number ending in** \_\_\_\_\_  
(last 4 digits)

Please be advised, the above-mentioned Commercial Credit Card Account has been cancelled for the following reason:

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You must:

- Immediately discontinue all use of the card.
- Return the card to us.
- If you are invoiced directly by Desjardins, pay any outstanding charges immediately.

Thank you for your co-operation in this matter.

Yours truly,

\_\_\_\_\_  
(Authorized Signature)

DESJARDINS COMMERCIAL CREDIT CARD  
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Schedule 3  
AFFIDAVIT OF WAIVER

Complete form and attach the following documents:

- o Detailed list of Waivable Charges
- o Account statements showing Waivable Charges
- o Copy of Commercial Credit Card Account Cancellation form sent to the Authorized Representative
- o Copy of Account Cancellation Request sent to Desjardins, if Commercial Credit Card cancelled by email

Send completed form and required documents within 30 days of Notification of Employment Termination to the Assurant:

by e-mail to: [inclusive.benefits@assurant.com](mailto:inclusive.benefits@assurant.com) (subject line "Waiver of Liability Request")

COMPANY INFORMATION

Company Name

Address

City

Province

Postal Code

Contact Person

Contact Phone

Email (optional)

Is the Company covered for this loss under another program or insurance policy?  Yes  No

If yes, has a claim been submitted?

AUTHORIZED REPRESENTATIVE INFORMATION

Commercial Credit Card Account Number

First 6 digits:

Last 4 digits:

Authorized Representative Name

Business Address

*(If different from Company address)*

City

Province

Postal Code

Phone

Mobile

Date of Notification of Employment Termination (mm/dd/yyyy)

Account Cancellation Request

Date: \_\_\_\_\_

Telephone

AccesD

Email

Time: \_\_\_\_\_

**REQUEST FOR WAIVER OF CHARGES - DECLARATION**

I wish to certify that the above-named Authorized Representative was an eligible Authorized Representative under the Account Agreement and as defined in the Terms and Conditions of the Program. In accordance with the terms of the Desjardins Commercial Credit Card Waiver of Liability Program, the above-named Authorized Representative has made Waivable Charges which did not benefit the Company and/or were not approved by the Company and/or has received reimbursement for Company expenses but failed to render payment to Desjardins in the total amount of \$ \_\_\_\_\_ as detailed in the attached list of Charges and Account statements.

As the Company is liable for these Charges under an Account Agreement with Desjardins, the Company requests Waivable Charges to be waived under the terms and conditions of the Program. The Company understands that any amounts for Waivable Charges recovered from any source after submitting this Affidavit of Waiver, must be remitted to Desjardins immediately.

The Company further agrees to assign any rights it may have to collect the Waivable Charges subject of this claim to Desjardins.

I CERTIFY THAT I AM A CORPORATE OFFICER OF THE COMPANY AND THAT ALL THE ABOVE INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_