

CERTIFICATE OF INSURANCE



PURCHASE PROTECTION AND EXTENDED WARRANTY

ABOUT YOUR INSURANCE

This Certificate of Insurance contains information about Your insurance. Please read it carefully and keep it in a safe place.

This Certificate of Insurance takes effect as of the Effective Date shown in the **Definitions** section, and applies to all eligible Desjardins Prepaid Card Cardholders.

This insurance is provided by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy number DCS0514 (hereinafter referred to as the "Policy") issued by the Insurer to Fédération des caisses Desjardins du Québec (hereinafter referred to as the "Policyholder"). **The Insurer and its affiliates carry on business in Canada under the name of Assurant.**

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. Refer to the **Definitions** section at the end of this Certificate of Insurance or to the applicable description of benefits and the paragraph above for the meanings of all capitalized terms. In no event shall a corporation, partnership or business entity be eligible for the insurance provided by this Certificate of Insurance.

For details on how to file Your claim, please refer to the **How to Claim** section. Keep the original receipts and other documents described herein to present them at time of claim.

PURCHASE PROTECTION

Purchase Protection coverage protects most new personal items purchased anywhere in the world on or after the Effective Date by insuring them for 90 days from the date of purchase in the event of loss, theft or damage when You use Your Desjardins Prepaid 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 Desjardins Prepaid 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.

LIMITATIONS AND EXCLUSIONS

Purchase Protection does not cover the following:

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 Disappearance 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 additional year, on most new personal items purchased anywhere in the world on or after the Effective Date when You use Your Desjardins Prepaid Card to purchase such item.

Coverage is limited to personal items with an Original Manufacturer Warranty of five 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 Desjardins Prepaid 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.

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

LIMITATIONS AND EXCLUSIONS

Extended Warranty does not cover the following:

1. items purchased with an Original Manufacturer's Warranty of more than five 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.

HOW TO CLAIM

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

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, notify the Insurer by calling **1-888-409-4442**. You will then be sent a claim form.

Proof and required documents

You will be required to submit a completed claim form and provide documentation to substantiate the claim, including:

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

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

GENERAL PROVISIONS AND STATUTORY CONDITIONS

The insurance is subject to the general provisions and statutory conditions stated herein.

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 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 it is shown that it was not reasonably possible to provide proof or notice with the time so prescribed. The proof or notice must be given as soon as reasonably possible and in no event later than one year from the date of loss. If the notice or proof is given or furnished after one 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.

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 for Purchase Protection and Extended Warranty Insurance 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 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
- 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 ends on the earliest of:

1. the date the Account is cancelled, closed or ceases to be in Good Standing;
2. the date the Cardholder ceases to be eligible for insurance; 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 COMPLAINT OR INQUIRY

If You have a complaint or inquiry about any aspect of Your coverage, please call the Insurer at 1-888-409-4442. The Insurer will do its best to resolve Your complaint or inquiry. If for some reason the Insurer is unable to do so to Your satisfaction, You may submit the complaint or inquiry in writing to:

General Insurance OmbudService (GIO)
10 Milner Business Court, Suite 701, Toronto, Ontario M1B 3C8

COPY OF THE POLICY

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 address shown below:

Assurant
Canadian Head office
5000 Yonge Street, Suite 2000
Toronto, Ontario M2N 7E9

DEFINITIONS

The following words or phrases have the meanings set forth below:

ACCOUNT means the Desjardins Prepaid Card Account, which must be in Good Standing with the Policyholder.

CARDHOLDER means a person to whom a Desjardins Prepaid 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. Cardholder may also be referred to as "You" and "Your".

DESJARDINS PREPAID CARD means a Visa® Desjardins Prepaid Card issued by the Policyholder.

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

EFFECTIVE DATE: October 18, 2015.

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 the card 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 Desjardins Prepaid 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 Insured Item at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

PURCHASE PRICE means the full cost of the 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.