

## **THIS DOCUMENT CONTAIN THESE INSURANCE :**

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**CERTIFICATE OF INSURANCE****MOBILE DEVICE INSURANCE****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 Credit 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.

## ELIGIBILITY

You are eligible for Mobile Device Insurance when You purchase a new Mobile Device anywhere in the world on or after the Effective Date, provided that:

1. You charge the Purchase Price of the Mobile Device to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
2. You fund the Purchase Price of the Mobile Device through a Plan and charge all monthly wireless bill payments to Your Account for the duration of Your Plan.

## COVERAGE PERIOD

Coverage takes effect on the later of:

1. 30 days from the date of purchase of Your Mobile Device; and
2. the date the first monthly wireless bill payment is charged to Your Account.

Coverage ends on the earliest of:

1. two years from the date of purchase;
2. the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the cost of Your Mobile Device through a 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

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<sup>†</sup> of Your Mobile Device at date of loss, less the deductible<sup>††</sup>, to a maximum of \$1,000, subject to the Limitations and Exclusions below.**

<sup>†</sup> 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.

<sup>††</sup> 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:

### DEDUCTIBLE

PURCHASE PRICE (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 new 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:**

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

**2. Calculation of the maximum reimbursement:**

Depreciated value	<b>\$672</b>
Less deductible	<b>–\$100</b>
Maximum reimbursement	<b>\$572</b>

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

**Payment of Benefits**

On approval of Your claim by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. Benefits payable under the Policy will be paid upon receipt of evidence that the repair or replacement cost has been charged to Your Account.

**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.

**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 the Cardholder's travelling companion with the Cardholder's knowledge.

**This Policy does not provide benefits 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;
  - 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.

## **HOW TO CLAIM**

***PRIOR to proceeding with any action or 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.***

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 14 days from the date of loss, notify the Insurer by calling **1-888-409-4442**. You will then be sent a claim form. If You would like to file your claim online, please visit **[desjardins.assurant.com/en](https://desjardins.assurant.com/en)**.

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.

### **Proof and required documents**

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:

1. the original sales receipt detailing the cost, date and description of purchase;
2. the date and time you notified Your 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 Plan, proof of uninterrupted monthly wireless bill payments charged to the Account for up to 12 months immediately preceding the date of loss; and
7. 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 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. 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.

If you have one or more Desjardins Credit Card Account(s) 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.

## **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 provide 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 within 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 after one year, Your claim will not be paid.

### **PAYMENT OF CLAIM**

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.

## **GIFTS**

Mobile Devices that You give as gifts are covered for Mobile Device 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**

Mobile Device 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
- if all such other coverage has been claimed under and exhausted, and further subject to the terms, Limitations and Exclusions 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 CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the Insurer at **1-888-409-4442**. 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: **[www.assurantsolutions.ca/consumer-assistance](http://www.assurantsolutions.ca/consumer-assistance)**.

## PRIVACY POLICY

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 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: **[www.assurantsolutions.ca/privacy](http://www.assurantsolutions.ca/privacy)**. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

## 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:

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



**CARDHOLDER** means a person to whom a Desjardins 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”.

**DESJARDINS CREDIT CARD** means a FOR STUDENTS ONLY or STUDENT, Gold (Elegance with 1 % BONUSDOLLARS, Modulo, Odyssey, No-Fee with 1% BONUSDOLLARS option, Low-Rate and/or Travel) credit card issued by the Policyholder.

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

**EFFECTIVE DATE:** April 1, 2017.

**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 or the Variable Credit Agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed such Account.

**HOUSEHOLD MEMBER** means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters whose permanent residence and address is the same as the Cardholder.

**MOBILE DEVICE** means a new 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 a reasonable inference that a theft occurred.

**PLAN** means a fixed-term contract offered by a wireless service Provider.

**PROVIDER** means a Canadian wireless service Provider.

**PURCHASE PRICE** means the full cost of the Mobile Device including any applicable taxes and less any costs or fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

**CERTIFICATE OF INSURANCE****PURCHASE PROTECTION AND  
EXTENDED WARRANTY****ABOUT YOUR INSURANCE**

The coverage outlined in this certificate is effective as of **May 1, 2014**, and is applicable to eligible Desjardins Credit Card Cardholders. Please keep it in a safe place.

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.**

Details of the Policy providing the insurance are summarized in this certificate. Certain Conditions, Limitations and Exclusions apply and they should be read carefully. The Policy is subject to the statutory conditions of the province in which the Cardholder resides.

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

**PURCHASE PROTECTION**

Personal Property and Gifts purchased using Your Desjardins Credit Card and/or Your BONUSDOLLARS are insured against all risks of direct accidental physical loss or damage for ninety (90) days from the date of purchase. The insurance applies to Personal Property of the Cardholder and Gifts given to Household Members. The maximum amount of insurance is \$50,000 per Account for each year.

**EXTENDED WARRANTY**

Subject to the terms of the Original Manufacturer’s Warranty, not exceeding five (5) years, the Extended Warranty automatically doubles the original period of warranty, subject to a maximum extension of one (1) year. Items covered by the Extended Warranty must have been purchased using Your Desjardins Credit Card and/or Your BONUSDOLLARS. Included are Personal

Property and Gifts given to Household Members. Purchases may be made anywhere in the world but the original warranty must be valid in Canada.

## **COMMENCEMENT AND TERMINATION OF INSURANCE**

The insurance takes effect when You use Your Desjardins Credit Card and/or BONUSDOLLARS to purchase Personal Property or Gifts for Household Members. Insurance will automatically terminate on the earliest of the following dates:

- a. the date Your Account is cancelled;
- b. the date Your Account ceases to be in Good Standing; or
- c. the date the Policy terminates (although **Extension of Benefits** will apply).

## **EXTENSION OF BENEFITS**

Insurance continues from the time of purchase for the periods described in the Purchase Protection and Extended Warranty benefits, regardless of the cancellation or expiration of the Policy. However, Your Account must be active and in Good Standing on the date of the loss.

## **VALUATION**

The Insurer will not pay more than the purchase price or portion of the purchase price of the insured item(s) as recorded on the Desjardins Credit Card sales draft. The Insurer has the option to replace or repair the insured item or reimburse the Cardholder.

## **JEWELLERY, GEMS, WATCHES AND FURS**

A limit of \$10,000 per item applies to jewellery, gems, watches and furs or clothes trimmed with fur subject to the maximum amount of insurance of \$50,000 per Account for each year.

## **BENEFITS CARDHOLDER ONLY**

Only the Cardholder may benefit from this insurance. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The Cardholder shall not assign these benefits without the prior written approval of the Insurer. The Insurer will permit the Cardholder to transfer benefits on eligible Gifts.

## **EXCLUSIONS**

### **1. Property excluded:**

- a. living plants, animals, fish and birds;
- b. money, travellers cheques, bullion, stamps, tickets and tokens, evidence of title or any other negotiable item;
- c. jewellery, gems, watches and furs or garments trimmed with fur, if contained in baggage, unless such baggage is hand carried at all times by the Cardholder or travelling companion;
- d. automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spaceships, trailers and outboard motors and other accessories attached to or mounted on such property or any motorized vehicles except motorized lawnmowers and other gardening equipment, snowblowers or motorized wheelchairs for handicapped persons;

- e. property illegally acquired, kept or stored or property seized or confiscated for breach of any law or by order of any public authority.

**2. Perils excluded:** Loss or damage caused directly or indirectly by any of the following perils is not insured:

- a. mysterious disappearance, or fraudulent acts of the Cardholder or the Cardholder's Household Members;
- b. wear and tear, gradual deterioration, latent defects or inherent vice;
- c. flood or earthquake;
- d. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- e. civil war, invasion, act of a foreign enemy, rebellion, revolution or insurrection;
- f. loss or damage resulting from intentional or criminal acts by the Cardholder or the Cardholder's Household Members;
- g. birds, vermin, rodents or insects;
- h. theft by the Cardholder or the Cardholder's Household Members;
- i. loss or damage to sports equipment and goods where the loss or damage is due to the use thereof;
- j. marring or scratching of any fragile or brittle article;
- k. setting, expansion, contraction, bulging, buckling or cracking, dampness or dryness of atmosphere, changes of temperature, freezing, heating, evaporation, loss of weight, leakage of contents, exposure to light, contamination, change in color or texture or finish, rust or corrosion. This exclusion does not apply to loss or damage caused by any other perils not otherwise excluded under this Policy;
- l. delay, loss of use, or consequential damage;
- m. loss or damage to electrical appliances or devices of any kind (including wiring) when loss or damage is due to electrical currents artificially generated, including arcing, unless fire or explosion ensues and then only for such loss and damage;
- n. loss or damage while undergoing any process or while being worked on, where damage results from such process or work;
- o. any loss, damage to or non-usability of electronic equipment, software or similar devices resulting from the inability to properly read, recognize, interpret or process any encrypted and abbreviated data representing a date and/or time.

## CLAIM PROCEDURES

You are insured for loss or damage in an amount not exceeding the amount shown on Your Desjardins Credit Card sales draft, subject to the maximum amount of insurance. You must notify the Insurer within forty-eight (48) days of learning of an occurrence likely to give rise to a claim. The Insurer will send You the applicable claim form(s). If You would like to file your claim online, please visit **[desjardins.assurant.com/en](https://desjardins.assurant.com/en)**. Failure to give such notice may result in denial of such claim. To provide notice of a claim, telephone the Insurer at **1-888-409-4442**, within

forty-eight (48) days of learning of the occurrence. The Insurer will request the following information:

- Your name;
- Your Desjardins Credit Card number;
- Your business and residence telephone numbers including area code;
- Your address;
- the type of loss (Purchase Protection or Extended Warranty);
- the date of loss;
- the estimated amount of loss; and ask You to provide:
- a copy of the original merchant's sales receipt;
- the Desjardins Credit Card sales draft;
- the Original Manufacturer's Warranty (for Extended Warranty only).

Within ninety (90) days from the date of damage or loss, You must complete, sign and return the Insurer's proof of loss form. The proof of loss form must contain the time, place, cause and amount of the loss or damage. The Desjardins Credit Card sales draft, store receipt (a copy of the manufacturer's warranty where applicable) and a police, if obtainable, fire, insurance claim or loss report or any other report of the loss sufficient to determine eligibility for benefits hereunder may also be required.

Prior to proceeding with any repair services, the Cardholder must notify the Insurer and obtain approval of the repair services and the repair facility from the Insurer. At the Insurer's sole discretion, the Cardholder may be required to send, at the Cardholder's expense, the damaged item for which a claim is made to an address indicated by the Insurer.

## **GENERAL PROVISIONS AND STATUTORY CONDITIONS**

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

### **PAIR AND SET CLAUSE**

When an insured item is part of a pair or set, the Insurer will reimburse the full purchase price of the pair or set provided that the items are not usable individually and cannot be replaced individually.

### **OTHER INSURANCE**

The Purchase Protection and Extended Warranty Insurance will only pay any remaining balance, and the amount of any applicable deductible, after all other insurances available to the Cardholder and Household Members have been claimed.

### **SUBROGATION**

The Insurer shall be subrogated to all rights which the Cardholder may have against any person or other entity, in respect of any claim or payment made under the Policy, and the Cardholder shall execute all documents required by the Insurer and shall cooperate with the Insurer to secure its rights.

## 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 OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the Insurer at **1-888-409-4442**. 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: **[www.assurantsolutions.ca/consumer-assistance](http://www.assurantsolutions.ca/consumer-assistance)**.

## PRIVACY POLICY

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 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: **[www.assurantsolutions.ca/privacy](http://www.assurantsolutions.ca/privacy)**. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

## 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 Credit Card Account which is in Good Standing with the Policyholder.

**BONUSDOLLARS** means the Desjardins BONUSDOLLARS Rewards Program as defined in Your Desjardins Credit Card Cardholder agreement or the variable credit agreement.

**CARDHOLDER** means a person whose name is on the Desjardins Credit Card or who is authorized to use the card in accordance with the Cardholder agreement or the variable credit agreement. Cardholder may be referred to as “You” and “Your”.

**DESJARDINS CREDIT CARD** means a Gold (Elegance, Modulo, Odyssey, Affinity, No-Fee, Low-Rate and/or Travel) and/or Platinum credit cards issued by the Policyholder.

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

**GIFTS** mean tangible moveable property for personal use.

**GOOD STANDING** means, with respect to an Account, that the Cardholder has not advised the Policyholder in writing to close it and the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

**HOUSEHOLD MEMBER** means the Spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters of the Cardholder whose permanent residence and address is the same as the Cardholder.

**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.

**PERSONAL PROPERTY** means tangible, moveable property for personal use.

**SPOUSE** means either:

- a. the individual to whom the Cardholder is legally married; or
- b. a person who cohabits on a continuous basis with the Cardholder in a relationship of a conjugal nature which has been publicly recognized as such for at least one year.

**CERTIFICATE OF INSURANCE****AUTO RENTAL COLLISION/LOSS  
DAMAGE INSURANCE****ABOUT YOUR INSURANCE**

This Certificate of Insurance contains information about Your insurance. Please read it carefully and keep it in a safe place. You should carry this Certificate with You when You travel.

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

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.

**HELPFUL INFORMATION**

- In order to be covered for loss/damage up to the actual value of the damaged or stolen rental vehicle under this Auto Rental Collision/Loss Damage (CLD) Insurance Certificate, you **MUST** decline the Rental Agency’s Collision Damage Waiver (CDW) or an equivalent coverage offering (see **Know Before You Go** section below). If You choose to purchase the Rental Agency’s CDW option or similar coverage offered by the Rental Agency on the rental contract, or where such insurance is required by law, this Certificate of Insurance will only cover You for loss/damage up to the amount of the



deductible stipulated in the Rental Agency's CDW or similar provision.

- This Certificate of Insurance does **not** provide third party liability coverage. Check with Your personal automobile insurer and the Rental Agency to ensure that You and all other drivers have adequate third party liability, personal injury and damage to property coverage.
- This Certificate of Insurance provides coverage for theft or damage to your rental vehicle. Coverage is available on a 24-hour basis unless precluded by law or the coverage is in violation of the terms of the rental contract in the jurisdiction in which it was formed (other than under section **Limitations and Exclusions**, # 7 a, b or c).
- The length of time You rent the same vehicle must not exceed **48 consecutive days**. In order to break the consecutive day cycle, a full calendar day must elapse between rental periods. If the rental period exceeds 48 consecutive days, there will be no coverage for that rental period i.e., coverage will not be provided for either the first 48 consecutive days or any subsequent days. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another Rental Agency for the same vehicle or another vehicle.
- Coverage is available except where prohibited by law and applies to the Insured Person's personal and business use of the rental vehicle.
- Check the rental vehicle carefully for scratches or dents before and after You drive the vehicle. Be sure to point out where the scratches or dents are located to a Rental Agency representative. During the rental period, if the vehicle has sustained damage of any kind, call **1-888-409-4442** if You are in Canada or the United States or call collect **613-634-4993** immediately.
- Do not sign a blank sales draft to cover the damage and Loss of Use charges or a sales draft with an estimated cost of repair and Loss of Use charges. The rental agent may make a claim on Your behalf to recover repair and Loss of Use charges by following the procedures outlined in the section **How to Claim**.
- Claims must be reported within 48 hours of the date of loss by calling the numbers provided above.

## **KNOW BEFORE YOU GO**

Before You rent a vehicle, find out if You are required to provide a deposit if You wish to decline the Rental Agency's CDW. If possible, select a Rental Agency that allows You to decline the CDW without having to make a deposit. Rental Agencies in some countries may resist Your declining their CDW coverage. These Rental Agencies may try to encourage You to take their coverage or to provide a deposit. You will not be compensated for any payment You may have made to obtain the Rental Agency's CDW.

If You experience difficulty using this Auto Rental CLD Insurance, please call toll free **1-888-409-4442** if You are in Canada or the United States or call collect **613-634-4993**. The Rental Agency will then be contacted and acquainted with this Auto Rental CLD Insurance.

## ELIGIBILITY

You are eligible for Auto Rental CLD Insurance when You rent most private passenger vehicles for a period NOT to exceed 48 consecutive days, provided that:

1. You initiate the rental transaction by booking or reserving the vehicle rental with Your Desjardins Credit Card and by providing the same Desjardins Credit Card as payment guarantee prior to the time You take possession of the vehicle;
2. You rent the vehicle in Your name and charge the full cost of the rental vehicle to Your Desjardins Credit Card; and
3. You decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract. If there is no space on the vehicle rental contract for You to indicate that You have declined the coverage, then indicate in writing on the contract "I decline CDW provided by this merchant". However, if You decide to purchase the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract, or the Rental Agency's CDW coverage is included in the price of the vehicle rental (in certain locations, the law requires that rental agencies provide CDW coverage in the price of the vehicle rental), then the coverage provided under this Certificate of Insurance will be limited (see **Benefits** section).

## COVERAGE PERIOD

Coverage begins as soon as You take control of the rental 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 insurance terminates as outlined under section **Termination of Insurance**.

## BENEFITS

If You decline the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract, then this Auto Rental CLD Insurance is **primary insurance**. This means it covers You and/or a Rental Agency for loss/damage up to the actual value of the damaged or stolen rental vehicle, as well as valid Loss of Use charges resulting from damage or theft occurring subject to the terms and conditions in this Certificate.

If You decide to purchase the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract or the Rental Agency's CDW coverage is included in the price of the vehicle rental, then this Auto Rental CLD Insurance is **secondary insurance**. This means it covers You and/or Rental Agency for loss/damage up to the deductible stipulated in the Rental Agency's CDW or similar provision, subject to the terms and conditions in this Certificate.

Benefits are limited to one rental vehicle at a time, i.e., if during the same period there is more than one vehicle rented by the Cardholder, only the first rental will be eligible for these benefits.

**The following types of rental vehicles are covered:**

All cars, sport utility vehicles, and Mini-Vans (defined as vans made by an automobile manufacturer and classified by the manufacturer or a government authority as Mini-Vans made to transport a maximum of eight people including the driver and which are used exclusively for the transportation of passengers and their luggage) except those listed in the section **Types of Rental Vehicles Not Covered**.

Also,

- Rental vehicles which are part of prepaid travel packages are also covered if the total package was paid with Your Desjardins Credit Card.
- You are covered if You receive a “free rental” as a result of a promotion where You have had to make previous vehicle rentals and if each such previous rental was entirely paid for with Your Desjardins Credit Card.

**TYPES OF RENTAL VEHICLES NOT COVERED**

Vehicles which belong to the following categories are NOT covered:

1. vans, cargo vans or mini cargo vans (other than Mini-Vans as described above);
2. trucks, pick-up trucks or any vehicle that can be spontaneously reconfigured into a pick-up truck;
3. limousines;
4. off-road vehicles – meaning any vehicle used on roads that are not publicly maintained roads unless used to ingress and egress private property;
5. motorcycles, mopeds or motor bikes;
6. trailers, campers, recreational vehicles or vehicles not licensed for road use;
7. vehicles towing or propelling trailers or any other object;
8. mini-buses or buses;
9. any vehicle with a Manufacturer’s Suggested Retail Price (MSRP) excluding all taxes, over \$85,000 at the time and place of loss;
10. exotic vehicles, meaning vehicles such as Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce;
11. any vehicle which is either wholly or in part hand-made, hand finished or has a limited production of under 2,500 vehicles per year;
12. antique vehicles, meaning a vehicle over 20 years old or which has not been manufactured for 10 years or more;
13. Tax-Free Cars.

Luxury vehicles such as BMW, Cadillac, Lincoln and Mercedes-Benz are covered as long as they meet the above requirements.

## LIMITATIONS AND EXCLUSIONS

This Auto Rental CLD Insurance does NOT include loss arising directly or indirectly from:

1. a replacement vehicle for which Your personal automobile insurance covers all or part of the cost of the rental;
2. third party liability;
3. personal injury or damage to property, except the rental vehicle itself or its equipment;
4. the operation of the rental vehicle at any time during which any Insured Person is driving while intoxicated or under the influence of any narcotic;
5. any dishonest, fraudulent or criminal act committed by any Insured Person;
6. wear and tear, gradual deterioration, or mechanical or electrical breakdown or failure, inherent vice or damage, insects or vermin;
7. operation of the rental vehicle in violation of the terms of the rental agreement except:
  - a. Insured Persons, as defined, may operate the rental vehicle;
  - b. the rental vehicle may be driven on publicly maintained gravel roads;
  - c. the rental vehicle may be driven across provincial and state boundaries in Canada and the U.S. and between Canada and the U.S.

**N.B. Loss/damage arising while the vehicle is being operated under a, b or c above is covered by this insurance. However, the Rental Agency's third party insurance will not be in force and, as such, You must ensure that You are adequately insured privately for third party liability.**

8. seizure or destruction under a quarantine or customs regulations or confiscation by order of any government or public authority;
9. transportation of contraband or illegal trade;
10. war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power or action taken by government or public authority in hindering, combating or defending against such action;
11. transportation of property or passengers for hire;
12. nuclear reaction, nuclear radiation or radioactive contamination;
13. intentional damage to the rental vehicle by an Insured Person.

This Auto Rental CLD Insurance does not pay for the premium or fee charged by the Rental Agency for their CDW option or similar coverage offered by the Rental Agency on the rental contract.

## HOW TO CLAIM

Within 48 hours, call toll free **1-888-409-4442** if You are in Canada or the United States or call collect **613-634-4993**. The representative will answer Your questions and send You a claim form. If You would like to file your claim online, please visit **[desjardins.assurant.com/en](https://desjardins.assurant.com/en)**.

Decide with the rental agent which one of You will make the claim.

If the rental agent decides to settle the claim directly, complete the accident report claim form and assign the right for the Rental Agency to make the claim on Your behalf on the claim form or other authorized forms. It is important to note that You remain responsible for the loss/damage or theft and that You may be contacted in the future to answer inquiries resulting from the claims process. Original documentation may also be required in some instances. If You have any questions, are having any difficulties, or would like the Insurer to be involved immediately, call the number provided above.

If You will be making the claim, You must call the Insurer within 48 hours of the date of loss. Your claim must be submitted with as much of the documentation requested below as possible within 45 days of discovering the loss/damage or theft. You will need to provide all the requested documentation within 90 days of the date of loss to the Insurer.

**The following claim documentation is required:**

1. the claim form, completed and signed;
2. Your Desjardins Credit Card sales draft showing that the rental was paid in full with the Desjardins Credit Card;
3. the original copy of both sides of the vehicle rental agreement;
4. the accident, loss/damage or theft report;
5. the itemized repair bill or, if unavailable, a copy of the estimate;
6. the receipt for paid repairs;
7. the police report, when available;
8. a copy of Your billing or pre-billing statement if any repair charges were billed to Your Account;
9. 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;
10. if You have purchased the Rental Agency's CDW option or similar coverage offered by the Rental Agency on the rental contract, or where such insurance is required by law:
  - a copy of Your Rental Agency's Collision Damage Waiver (CDW) or similar coverage; and
  - a copy of Your receipt or invoice indicating the deductible amount.

Under normal circumstances, the claim will be paid within 15 days after the Insurer has received all necessary documentation. If the claim cannot be assessed on the basis of the information that has been provided, it will be closed.

# **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 provide 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 within 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 after one year, Your claim will not be paid.

## **PAYMENT OF CLAIM**

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 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 CONCERN OR COMPLAINT**

If You have a concern or complaint about Your coverage, please call the Insurer at **1-888-409-4442**. 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: **[www.assurantsolutions.ca/consumer-assistance](http://www.assurantsolutions.ca/consumer-assistance)**.

## **PRIVACY POLICY**

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 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: **[www.assurantsolutions.ca/privacy](http://www.assurantsolutions.ca/privacy)**. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

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

**CAR SHARING** means a commercially registered car rental club which gives its members 24 hour access to its own fleet of cars parked in a convenient location, and does not include online

marketplace services which facilitate the rental of privately owned cars, or other similar online services.

**CARDHOLDER** means a person to whom a Desjardins 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”.

**DESJARDINS CREDIT CARD** means an Odyssey Gold, Travel Gold, Affinity Gold, Cash Back World, Odyssey World Elite, Platinum, Platinum Prestige, Business Advantage, Corporate, U.S. Business and/or U.S. credit card issued by the Policyholder.

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

**EFFECTIVE DATE** means for Odyssey World Elite Cardholders, the Effective Date of this Certificate of Insurance is May 16, 2016. For other Cardholders, the Effective Date is January 18, 2016.

**GOOD STANDING** means, with respect to an Account, that the Cardholder has not advised the Policyholder to close it, it is in compliance with all terms of the Cardholder Agreement or the Variable Credit Agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed such Account.

**INSURED PERSON** means:

- (1) The Cardholder who appears at the Rental Agency and personally signs the rental contract, takes possession of the rental vehicle and complies with the terms of this Certificate.
- (2) Any other person who, with the Cardholder's permission, drives the same rental vehicle, whether or not that person has been named in the rental contract or identified to the Rental Agency at the signing of the contract, provided that he/she and all other drivers meet and respect the terms and conditions set forth in the rental contract, and are legally licensed and permitted to drive the rental vehicle according to the relevant regulations in force in the concerned jurisdiction.

**LOSS OF USE** means the amount paid to a Rental Agency as compensation when a rental vehicle is unavailable for rental while undergoing repairs for damage incurred during the rental period.

**RENTAL AGENCY** means an auto Rental Agency licensed to rent vehicles and which provides a rental agreement. For greater certainty, Rental Agency refers to both traditional auto rental agencies and Car Sharing programs.

**RENTAL AGENCY'S CDW** means an optional Collision Damage Waiver or similar coverage offered by car rental companies that relieves renters of financial liability if the car is damaged or stolen while under rental contract. The Rental Agency's CDW is not insurance.

**TAX-FREE CAR** means a tax-free car package that provides tourists with a short-term (17 days to six months), tax-free vehicle lease agreement with a guaranteed buyback. This Auto Rental CLD Insurance will not provide coverage for Tax-Free Cars.