

CERTIFICATE OF INSURANCE
Amended and Restated: October 18, 2020



MOBILE DEVICE INSURANCE

This Certificate of Insurance contains clauses which may limit the amount payable.

ABOUT YOUR INSURANCE

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

The insurance outlined in this Certificate of Insurance is effective 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 Mobile Device anywhere in the world on or after the Effective Date, provided that:

- 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;
- You charge any portion of the Purchase Price that is required to be paid up-front to Your Account, fund the balance of the Purchase Price through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
- 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:

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

Coverage ends on the earliest of:

- two years from the date of purchase;
- 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;
- the date the Account is cancelled, closed or ceases to be in Good Standing;
- the date the Cardholder ceases to be eligible for coverage; and
- 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[†] of Your Mobile Device at date of loss, less the 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 rate of 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:

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

2. Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible	- \$100
Maximum reimbursement	\$572

In the event You file a valid repair or loss/theft claim and the total cost of repair or replacement 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:

- accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
- batteries;
- Mobile Devices purchased for resale, professional or commercial use;
- used or previously owned mobile devices;
- refurbished mobile devices (unless provided as a replacement for Your Mobile Device under the manufacturer's warranty or purchased directly from the original manufacturer or a Provider);
- Mobile Devices that have been modified from their original state;
- Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- 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:

- losses or damage resulting directly or indirectly from:
 - 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;
 - power surges, artificially generated electrical currents or electrical irregularities;
 - any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - cosmetic damage that does not affect functionality;
 - software, cellular/wireless service provider or network issues; or
 - theft or intentional or criminal acts by the Cardholder or Household Members; and
- 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.

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 or similar document detailing the date, description Your Mobile Device, and any pay upfront amounts and Trade-In Credits;
2. a copy of Your wireless service agreement or similar document indicating the date, description of Your Mobile Device, and the non-subsidized retail cost of Your Mobile Device;
3. the date and time You notified Your Provider of loss or theft;
4. a copy of the original manufacturer's warranty (for mechanical failure claims);
5. a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
6. if You charged the full Purchase Price to Your Account, the Account statement showing the charge;
7. if Your Mobile Device was funded through a Plan, Your Account statement showing any portion of the Purchase Price paid up-front, if applicable, and the last 12 credit card statements immediately preceding the date of loss showing Your monthly wireless bill payments charged to Your Account;
8. A copy of any document detailing any other insurance benefits or protection reimbursements received for the occurrence of the loss; and
9. a police report, fire 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.

The maximum number of claims under Your Account 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 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 coverage; and
3. the date the Policy terminates.

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

FALSE CLAIM

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

LEGAL ACTION

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

IF YOU HAVE A CONCERN 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.assurant.ca/customer-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.assurant.ca/privacy-policy**. 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 of Insurance 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 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 or, if purchased directly from the manufacturer or a Provider, a refurbished 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 Trade-In Credit(s) and costs or fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees.

TRADE-IN CREDIT(S) means an in-store credit or certificate issued by a retailer or Provider to You when You trade-in an old mobile device.