

CERTIFICATE OF INSURANCE





PURCHASE PROTECTION AND EXTENDED WARRANTY

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"). 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.

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 coverage, if applicable, by writing to the Insurer at the address shown below.

The Insurer's Canadian Head Office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9. The Insurer and its affiliates carry on business in Canada under the name of Assurant Solutions.

DEFINITIONS

In this Certificate of Insurance, 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 Visa* Gold (including Elegance, Modulo, *Odyssey*, Affinity, No-Fee, Low-Rate and/or Travel Gold cards) and/or Platinum credit cards issued by the Policyholder.

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.

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).

CONDITIONS AND LIMITATIONS

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.

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.

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.

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 with the time set out in the *Insurance Act* in the Cardholder's province of residence or other applicable legislation.

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.

CURRENCY

All amounts payable under this Policy are payable in the lawful money of Canada.

EXCLUSIONS

1. PROPERTY EXCLUDED:

- a) living plants, animals, fish and birds;
- money, travellers cheques, bullion, stamps, tickets and tokens, evidence of title or any other negotiable item;
- 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;
- 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;
- 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;
- 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;
- a) 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;
- 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;
- 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). 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.