

## CERTIFICATE OF INSURANCE PURCHASE SECURITY INSURANCE

Effective Date of this Certificate: June 1, 2010.

Royal & Sun Alliance Insurance Company of Canada (referred to in this certificate as the "Company") provides the insurance for this certificate under Policy PSI036135319 (referred to in this certificate as the "Policy"). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made.

This coverage may be cancelled, changed or modified at the option of the card issuer at any time without notice. This certificate replaces any and all certificates previously issued to the **Cardholder** with respect to the Policy.

This certificate of insurance outlines what Purchase Security Insurance is and what is covered along with the conditions under which a payment will be made to a **Cardholder**. It also provides instructions on how to make a claim.

### **IMPORTANT – PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY:**

To find out and confirm what the current coverage is under this program or if the **Cardholder** has any questions concerning the detail included herein they should be directed to Royal & Sun Alliance Insurance Company of Canada at 1-877-686-7677.

### **PART I DEFINITIONS**

**"Card"** means Home Trust Equityline *Visa*<sup>®</sup> Card, Home Trust Secured *Visa*<sup>®</sup> Card or Home Trust *Visa*<sup>®</sup> Card

**"Cardholder"** means a holder of a valid Basic or Supplementary **Card** issued in Canada by Home Trust Company who pays for the **Insured Item** by using the valid **Card**.

**"Eligible Person(s)"** means a **Cardholder** and recipients of gifts from such **Cardholder**, while covered under the Policy.

**"Insured Item"** means a new item (a pair of set being one item) of personal property (not purchased by or for use by a business for commercial purposes), for which the full **Purchase Price** is charged to the **Card**.

**"Occurrence"** means a loss or losses arising from a single event or incident which is neither expected nor intended by an **Eligible Person**.

**"Other Insurance"** means any and all policies of insurance or indemnity which provide additional coverage to a **Cardholder** for loss, theft or damage covered under this Policy.

**"Purchase Price"** means the actual cost of the **Insured Item**, including any applicable sales tax, as shown on the store receipt.

### **PART II TERM OF COVERAGE**

#### **A. WHEN COVERAGE BEGINS:**

**Cardholder's** coverage will take effect at the time the **Cardholder** purchases the **Insured Item**.

## B. WHEN COVERAGE ENDS:

**Cardholder's** coverage will end at the earliest of the following:

1. Ninety (90) days after the date on which the **Insured Item** is purchased by the **Cardholder**;
2. When a **Cardholder** is no longer defined as a **Cardholder** as stated in this Policy;
3. The date on which the Policy is cancelled.

## PART III DESCRIPTION OF COVERAGE

The Purchase Security Insurance will automatically, without registration, protect most **Insured Items** when the full **Purchase Price** is charged to the **Card** by insuring the item for ninety (90) days from the date of purchase in the event of direct physical damage or theft (hereinafter called "Loss") anywhere in the world, if the item is not covered by **Other Insurance**.

If the item is stolen or damaged, it will be replaced, repaired, or the **Cardholder** will be reimbursed at the discretion of the Company. Items the **Cardholder** gives as gifts are covered under the Policy and is subject to compliance with the terms and conditions of the Policy.

## PART IV LIMITATIONS

1. Indemnification for Loss is limited to \$5,000 per **Cardholder** per **Occurrence** (even if the **Occurrence** involves more than one **Insured Item**) and is further subject to the terms, conditions and exclusions set forth in this Policy.
2. The insurance provided under this Policy is supplementary. This Policy is not a substitute for **Other Insurance** which also insures against direct physical damage or theft to the **Insured Item**. This Policy will indemnify **Eligible Persons** only to the extent that direct physical damage or theft is not covered by such **Other Insurance**.
3. The total liability of the Company for any **Insured Item** under this Policy shall not exceed the **Purchase Price** of that item.
4. For **Insured Items** purchased with a partial payment utilizing the **Card** the total limit of liability will be prorated based upon the percentage of the partial payment.
5. Claims for **Insured Items** belonging to a pair or set will be paid for at the full **Purchase Price** of the pair or set providing the items are not useable individually and cannot be replaced individually.
6. Valid claims will be settled, at the Company's sole option, either by replacing, repairing or rebuilding the **Insured Item** or by cash payment in an amount not to exceed the **Purchase Price**, subject always to the limits of liability.

## PART V EXCLUSIONS

1. There shall be no payment under this Policy for Loss arising from the following perils:
  - a. Wear and tear;
  - b. Theft of items attached to or carried by or in a motor vehicle;
  - c. Mysterious disappearance, lost items;
  - d. Inherent product defects, faulty material or workmanship;
  - e. War, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority or risks of contraband or Losses arising from illegal activity or acts;
  - f. Flood and earthquake;

- g. Radioactive contamination.
2. There shall also be no payment under the Policy for Loss of:
- a. Cash, or its equivalent, Travellers Cheques, tickets and any other negotiable instruments;
  - b. Animals or living plants;
  - c. Consumable goods;
  - d. Perishable goods such as food and liquor;
  - e. Items left behind;
  - f. Ancillary costs incurred in respect of an **Insured Item** and not forming part of the **Purchase Price**;
  - g. Jewellery and watches in baggage unless carried by hand and under the personal supervision of the **Cardholder** or by a person traveling with and sharing the same travel accommodations as the **Cardholder** (traveling companion), for the trip;
  - h. Motorized vehicles;
  - i. Property solely used and pertaining to a business, profession or occupation;
  - j. Property as a result of deliberate physical abuse to the property, excluding vandalism;
  - k. Property which was procured illegally; or
  - l. Where the **Cardholder** knowingly makes a false or fraudulent claim.

## PART VI NOTICE OF LOSS AND CLAIMS

All claims must be reported within 48 hours of the theft, loss and damage occurring by calling 1-877-686-7677 (in Canada or the United States).

If the **Cardholder** is making a claim, their claim must be submitted with as much documentation as possible, as requested below, within 30 days after date of loss. The **Cardholder** will need to provide all documentation within 90 days of the date of direct physical damage or theft of the **Insured Item** to the claims administrator at the address provided below.

The following claim documentation is required:

1. Original purchase receipt for item being claimed
2. Statement showing purchase
3. If claim is due to damage, a repair estimate or note from repair facility stating irreparable
4. If claim is due to damage and damage is visible, pictures of the damaged items
5. Homeowner's policy showing amount of deductible
6. If claim is due to theft, a copy of the police report. If a copy was not provided, we will need the police report number, name & badge number of the police officer.

Forward this documentation to:

Royal & Sun Alliance Insurance Company of Canada  
Claims Management Services  
2225 Erin Mills Parkway, Suite 1000  
Mississauga, Ontario L5K 2S9

For all correspondence, please include the **Cardholder's** name, the Policyholder's name and the Policy PSI036135319. Upon the request from the Company, the **Cardholder** will, at the **Cardholder's** expense, send the damaged **Insured Item** for which a claim is made to the Company. When a claim is paid, the **Cardholder** shall, upon request from the Company, transfer the **Insured Item** and assign the legal right to the **Insured Item's** ownership to the Company to the extent of the Loss indemnified under this Policy.

**FRAUD.** Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

**APPRAISAL.** In the event of disagreement as to the value of the **Insured Item**, the property saved or the amount of loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this Policy whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

**PARTS.** Except in the case of claims for **Insured Items** belonging to a pair or set (see Part IV, [5]), all other loss of, or damage, to any part of the **Insured Item**, consisting, when complete for use, of several parts, the Company is not liable for more than the repair or replacement value of the part damaged, including the cost of installation.

**SUBROGATION.** When a claim is paid, the **Eligible Person** shall, upon request from the Company, transfer the item to the Company and assign the legal right to recover from the party responsible for the Loss to the Company to the extent of the Loss indemnified under this Policy.

**PROCEEDINGS.** No action or proceeding against the Company by an **Eligible Person** may be brought in any court of law in respect of any claim under this Policy unless:

- a. the **Eligible Person** shall have fully complied with all requirements of this Policy; and
- b. the action or proceeding is commenced by the issue of originating process within twelve (12) months after the date on which the Loss occurred.

#### **PROTECTING CARDMEMBER'S PRIVACY**

Royal & Sun Alliance Insurance Company of Canada is committed to protecting the **Cardholder's** privacy and the confidentiality of their personal information. Royal & SunAlliance is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for Royal & SunAlliance's compliance with this Privacy Policy. This Privacy Policy may change from time to time. The **Cardholder** can view the latest and entire version of this Policy by visiting our website at [www.rsagroup.ca](http://www.rsagroup.ca). If the **Cardholder** has any questions about this Privacy Policy please call us at 1-888-877-1710.