



CERTIFICATE OF INSURANCE PURCHASE SECURITY INSURANCE

Effective Date of this Certificate: September 17, 2021.

Chubb Insurance Company of Canada, 199 Bay Street, Suite 2500, P.O. Box 139 Commerce Court Postal Station, Toronto, Ontario, M5L 1E2 (referred to in this certificate as the "Company") provides the insurance for this certificate under Policy 9908-8631 (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, please contact Crawford & Company (Canada) Inc. at 877-757-7971 (international toll-free) or 416-649-6444 (local).

PART I DEFINITIONS

"Card" means any credit card issued by Home Trust Company.

"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.

"Computer Programs" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

"Cyber Incident" means any of the following acts:

- unauthorized access to or use of an Eligible Person's Digital Data or an Insured Item;
- alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of an Eligible Person's Digital Data or an Insured Item;
- transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against an Eligible Person's Digital Data or an Insured Item;
- restriction or inhibition of access to or directed against an Eligible Person's Digital Data or an Insured Item; or
- computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on an Insured Item during the manufacturing process, upgrade process, or normal maintenance.

"Digital Data" means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of an Insured Item to store information, process information, and transmit information over the Internet.

"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:

- Ninety (90) days after the date on which the Insured Item is purchased by the Cardholder;
- When a Cardholder is no longer defined as a Cardholder as stated in this Policy;
- 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

- 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.
- 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.
- The total liability of the Company for any Insured Item under this Policy shall not exceed the Purchase Price of that item.
- 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.
- 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.
- 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:

- Wear and tear;
- Theft of items attached to or carried by or in a motor vehicle;
- Mysterious disappearance, lost items;
- Inherent product defects, faulty material or workmanship;
- 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;
- Flood and earthquake;
- Radioactive contamination.

2. There shall also be no payment under the Policy:

- a. for loss of cash, or its equivalent, Travellers Cheques, tickets and any other negotiable instruments;
- b. for loss of animals or living plants;
- c. for loss of consumable goods;
- d. for loss of perishable goods such as food and liquor;
- e. for loss of items left behind;
- f. for loss of ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price;
- g. for loss of 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. for loss of motorized vehicles;
- i. for loss of property solely used and pertaining to a business, profession or occupation;
- j. for Loss of property as a result of deliberate physical abuse to the property, excluding vandalism;
- k. for Loss of property which was procured illegally;
- l. where the Cardholder knowingly makes a false or fraudulent claim; or
- m. for losses caused by or resulting from a Cyber Incident.

PART VI NOTICE OF LOSS AND CLAIMS

All claims must be reported within 48 hours of the theft, loss and damage occurring by calling 877-757-7971 (international toll-free) or 416-649-6444 (local).

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:

Crawford and Company (Canada) Inc.
National Claims Management Centre
100 Milverton Drive, Suite 300
Mississauga, Ontario L5R 4H1
Fax: 905-602-0185
Email: visanac@crawco.ca

For all correspondence, please include the Cardholder's name, the policyholder's name and the Policy 9908-8631. 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 the Eligible Person shall have fully complied with all requirements of this Policy. 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 (or other applicable legislation) in the Cardholder's province or territory of residence.

ACCESS TO DOCUMENTS. The Eligible Person, and any claimant under the insurance, may request a copy of the Policy, subject to certain access restrictions.

CANADIAN CURRENCY. All payments shall be payable in the lawful currency of Canada. All benefits limits indicated are in Canadian currency.

SANCTIONS. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits the Company from providing insurance, including, but not limited to, the payment of claims.

PROTECTING CARDHOLDER'S PRIVACY. At Chubb, we are committed to protecting our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and coordinating coverage with other insurers. For these purposes, we, our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

COMPLAINTS PROCEDURES. If an Eligible Person has a complaint or inquiry about any aspect of this insurance coverage, please call toll-free 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Eligible Person is not satisfied with the resolution to their complaint or inquiry, the Eligible Person may communicate their complaint or inquiry in writing to our complaints officer:

Chubb Insurance Company of Canada

199 Bay Street, Suite 2500
P.O. Box 139 Commerce Court Postal Station
Toronto, ON M5L 1E2
Email: complaintscanada@chubb.com

If the Eligible Person is still not satisfied with the resolution to their complaint or inquiry, the Eligible Person may communicate their complaint or inquiry to:

General Insurance OmbudService

Toll-free: 1-877-225-0446
<https://www.giocanada.org/complaint-form/>