

**MERIDIAN VISA\* BUSINESS CARD  
WAIVER OF LIABILITY PROGRAM  
Terms and Conditions**

The Meridian Visa Business Card Waiver of Liability Program (the "Program") is a program provided by Meridian Credit Union Ltd. ("Meridian"), the issuer of the Card, which allows a Business to request a waiver of the Business's liability for eligible Waivable Charges made by the Cardholder.

**DEFINITIONS**

The following words or phrases have the following meaning:

**Account** means the Cardholder's Card account, which must be in Good Standing.

**Affidavit of Waiver** means a written request in the form attached as "Schedule 3 – Affidavit of Waiver", sent by the Business to Assurant requesting Waivable Charges to be waived.

**Agreement** means the Meridian Business Visa\* Credit Card Agreement which governs the issuance of the Card and use of the Account.

**Assurant** means Assurant Services Canada Inc. who is the administrator of the Program.

**Cardholder** means an individual who is authorized by the Business to hold and use the Card and whose name appears on the Card.

**Billed** with respect to any Charge, is based on the Statement Date.

**Business** means the business or entity who is bound by an active and in force Agreement, and who is in Good Standing.

**Card** means the Meridian Visa Infinite Business\* Cash Back Plus Card, the Meridian Visa\* Business Flex Cash Back Plus Card and the Meridian Visa\* Business Cash Back Plus Card which are eligible to participate in the Program as determined by Meridian.

**Cash Advance(s)** means an advance of money that is charged to the Account, including but not limited to ATM/ABM and over-the-counter cash withdrawals.

**Charges** mean all amounts, including Cash Advances, charged to the Account.

**Dollars and \$** means Canadian dollars.

**Good Standing** means, with respect to an Account, that the Business has not advised Meridian to close the Account, or Meridian has not suspended or revoked credit privileges or otherwise closed the Account; with respect to the Business, that the Business has adhered to the terms and conditions of the Agreement.

**Notification of Employment Termination** means the earlier of:

1. the date the Business gives or receives a written notice of the Cardholder's immediate or pending termination of employment or service to the Business;
2. the date the Cardholder leaves the Business's service; and
3. if the Cardholder is a member of a bargaining unit of a union where the employer contract includes grievance procedures, the date the Business files a grievance with the labour arbitrator recommending the Cardholder's employment be terminated.

**Statement Date** means the date identified in the Account statement issued by Meridian as the statement date.

**Waivable Charges** mean:

1. Charges incurred by the Cardholder which are charged without the approval of the Business and/or do not benefit the Business directly or indirectly in whole or in part;
2. Charges incurred by the Cardholder which benefit the Business directly or indirectly, and the Business has reimbursed the Cardholder but the Cardholder has not paid Meridian;
3. Charges incurred up to 75 days before the Notification of Employment Termination and Billed no later than on the Statement Date coinciding with or immediately after the Notification of Employment Termination; and
4. auditors' fees incurred with Meridian's written consent and incurred solely to substantiate the amount of the claim.

The Business must notify Meridian within 2 business days of the Notification of Employment Termination for Charges to be considered

Waivable Charges. See the “**WHAT ARE THE RESPONSIBILITIES OF THE BUSINESS?**” section for details on how to notify Meridian.

#### **WHAT IS THE MAXIMUM AMOUNT THAT CAN BE WAIVED?**

The maximum amount that can be waived for eligible Waivable Charges is up to \$100,000 per Card, subject to the terms, conditions, limitations and exclusions of the Program.

Cash Advances are limited to \$300 per day per Cardholder and a maximum of \$1,000 in total per Cardholder.

#### **WHAT CHARGES ARE NOT COVERED?**

The following Charges are excluded under this Program:

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Business's outstanding shares, or persons who are not employees and/or authorized designated persons of the Business at the time Charges were incurred;
2. interest or fees imposed by Meridian on outstanding unpaid Charges;
3. where Meridian Bills the Cardholder directly, any amount on a cheque submitted by the Cardholder which is not honoured by the Cardholder's financial institution due to non-sufficient funds or a closed account if, within the last 12 months, the Cardholder has submitted any other cheque to Meridian which was not honoured by the Cardholder's financial institution due to non-sufficient funds or a closed account;
4. Charges incurred to purchase goods or services for the Business or for persons other than the Cardholder, instructed or approved by the Business in accordance with the Business's policies, if those goods or services are of the type which are regularly purchased by or for the Business. However, these Charges may become Waivable Charges in cases where Meridian Bills the Cardholder and the Business reimburses the Cardholder but the Cardholder fails to pay Meridian;
5. Charges incurred on or after the Notification of Employment Termination;
6. all Waivable Charges if the Business:
  - a) did not notify Meridian as set out in section E. **WHAT ARE THE RESPONSIBILITIES OF THE BUSINESS?** under the subsection **Notification to Meridian**; or
  - b) did not submit an Affidavit of Waiver to Assurant within 30 days of the Notification of Employment Termination.
7. Charges incurred or Billed earlier than 75 days prior to the Notification of Employment Termination;
8. Charges resulting from a lost or stolen Card;
9. Charges to an Account which is not in Good Standing;
10. Cash Advances exceeding \$300 per day per Cardholder or \$1,000 in total per Cardholder; or
11. any interest on money owing.

#### **WHAT ARE THE RESPONSIBILITIES OF THE BUSINESS?**

Before requesting for Waivable Charges to be waived, the Business **MUST** meet the following requirements:

##### **1. Notification to Meridian:**

Within 2 business days of the Notification of Employment Termination, the Business must request the cancellation of the Account by:

- a) calling Meridian toll free at 1-866-592-2226; or
- b) completing the form attached as “Schedule 1 – Close Business Cardholder Account Request Form” and sending it by email to [visafeedback@meridiancu.ca](mailto:visafeedback@meridiancu.ca).

The Business must record the exact date and method of notification used to notify Meridian in the Affidavit of Waiver.

##### **2. Notification to the Cardholder:**

The Business must notify the Cardholder in writing in the form attached as “Schedule 2 – Cardholder Meridian Card Account Cancellation” and use its best efforts to retrieve the Card from the Cardholder immediately after the Notification of Employment Termination but no later than 2 business days of notifying Meridian to cancel the Account. A copy of the notification to the Cardholder must be attached to the Affidavit of Waiver.

If the Business knows the Cardholder has received reimbursement for outstanding amounts owed to Meridian as of the Notification of Employment Termination, the Business must promptly notify Meridian.

#### **HOW TO REQUEST A WAIVER OF LIABILITY**

The Business must complete an Affidavit of Waiver in the form attached as “Schedule 3 - Affidavit of Waiver” and attach the

following documents:

1. copy of the Meridian Visa Business Card Account Cancellation form sent to the Cardholder;
2. if Card was cancelled by email, copy of the Close Business Cardholder Account Request Form;
3. itemized list of Waivable Charges; and
4. Account statements showing the Waivable Charges.

The completed Affidavit of Waiver and required documents must be sent to Assurant within 30 days of the Notification of Employment Termination by:

1. email to [inclusive.benefits@assurant.com](mailto:inclusive.benefits@assurant.com) with the subject line "Waiver of Liability Request"; or
2. mail to Assurant at:  
P.O. BOX 7300  
KINGSTON (ONTARIO) K7L 0B2

## **INQUIRIES**

For questions regarding the Program or a request for waiver of liability, please contact Assurant:

By email: [inclusive.benefits@assurant.com](mailto:inclusive.benefits@assurant.com)

By telephone: 1-800-316-7645

## **GENERAL PROVISIONS**

### **Recovery**

If the Business recovers any amounts for Waivable Charges from any source after the Business has filed an Affidavit of Waiver with Meridian, the Business must remit all such amounts to Meridian within 60 days from the date of recovery. The Business agrees to assign any rights it may have to collect Waivable Charges subject of a claim to Meridian.

### **Other Insurance**

This Program does not waive charges that are covered by other programs or insurance. Losses above those covered by other programs or insurance may be eligible for payment, subject to the terms, conditions, limitations and exclusion of the Program.

### **Termination**

This Program will terminate on the earliest of the following:

1. the date the Agreement is cancelled; and
2. the date the Program is discontinued, for which advance written notice will be provided.

### **Misstatement**

Any fraud, misstatement or concealment by the Business regarding any matter affecting the Program or in connection with a request for waiver of liability shall render the Business's eligibility to participate in the Program void.

MERIDIAN VISA BUSINESS CARD  
WAIVER OF LIABILITY PROGRAM

Schedule 1  
ACCOUNT CANCELLATION REQUEST

Send this form within 2 business days of Notification of Termination of Employment to: [visafeedback@meridiancu.ca](mailto:visafeedback@meridiancu.ca)

BUSINESS INFORMATION		
Business Name		
Address		
City	Province	Postal Code
Contact Person		
Contact Phone	Email (optional)	
CARDHOLDER INFORMATION		
Card Account Number	First 6 digits:	Last 4 digits:
Cardholder Name		
Business Address <i>(if different from Business address)</i>		
City	Province	Postal Code
Phone	Mobile	
Notification of Employment Termination (mm/dd/yyyy)		
Effective Date of Termination (mm/dd/yyyy)		
BILLING (Check one)		
<input type="checkbox"/> Charges are invoiced to the Business and paid by the Business.		
<input type="checkbox"/> Charges are invoiced to the Cardholder and paid by the Cardholder.		

CANCELLATION OF THE COMMERCIAL CREDIT CARD IS EFFECTIVE ON THE DATE OF NOTIFICATION OF EMPLOYMENT TERMINATION.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
*(Must be a corporate officer)*

Date: \_\_\_\_\_

**An Affidavit of Waiver must be filed within 30 days of the Notification of Employment Termination.**

MERIDIAN VISA BUSINESS CARD  
WAIVER OF LIABILITY PROGRAM

**Schedule 2**  
**MERIDIAN CARD ACCOUNT CANCELLATION**

Date: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

**Re: Card Account number ending in** \_\_\_\_\_ (last 4 digits)

Please be advised, the above-mentioned Card Account has been cancelled for the following reason:

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You must:

- Immediately discontinue all use of the card.
- Return the card to us.
- If you are invoiced directly by Meridian, pay any outstanding charges immediately.

Thank you for your co-operation in this matter.

Yours truly,

\_\_\_\_\_  
*(Authorized Signature)*

MERIDIAN VISA BUSINESS CARD  
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**Schedule 3  
AFFIDAVIT OF WAIVER**

**Complete form and attach the following documents:**

- Detailed list of Waivable Charges
- Account statements showing Waivable Charges
- Copy of the Meridian Card Account Cancellation form sent to the Cardholder
- Copy of the Close Business Cardholder Account Request Form, if the Card was cancelled by email

**Send completed form and required documents within 30 days of Notification of Employment Termination to Assurant:**

**by e-mail to:** [inclusive.benefits@assurant.com](mailto:inclusive.benefits@assurant.com) (subject line "Waiver of Liability Request")

**Or by mail to:**

Assurant  
P.O. BOX 7300  
KINGSTON (ONTARIO) K7L 0B2

**BUSINESS INFORMATION**

**Business Name**

**Address**

**City**

**Province**

**Postal Code**

**Contact Person**

**Contact Phone**

**Email (optional)**

**Is the Business covered for this loss under another program or insurance policy?**  Yes  No

**If yes, has a claim been submitted?**

**CARDHOLDER INFORMATION**

**Card Account Number**

First 6 digits:

Last 4 digits:

**Cardholder Name**

**Place of Business Address**

*(If different from Business address above)*

**City**

**Province**

**Postal Code**

**Date of Notification of Employment Termination (mm/dd/yyyy)**

**Account Cancellation Request**

**Date:** \_\_\_\_\_  Telephone  Email  eZBusiness

**REQUEST FOR WAIVER OF CHARGES - DECLARATION**

I wish to certify that the above-named Cardholder was an eligible Cardholder under the Agreement and as defined in the Terms and Conditions of the Program. In accordance with the terms of the Meridian Visa Business Card Waiver of Liability Program, the above-named Cardholder has made Waivable Charges which did not benefit the Business and/or were not approved by the Business and/or has received reimbursement for Business expenses but failed to render payment to Meridian in the total amount of \$\_\_\_\_\_ as detailed in the attached list of Charges and Account statements.

As the Business is liable for these Charges under the Agreement with Meridian, the Business requests Waivable Charges to be waived under the terms and conditions of the Program. The Business understands that any amounts for Waivable Charges recovered from any source after submitting this Affidavit of Waiver, must be remitted to Meridian immediately.

The Business further agrees to assign any rights it may have to collect the Waivable Charges subject of this claim to Meridian.

I CERTIFY THAT I AM A CORPORATE OFFICER OF THE BUSINESS AND THAT ALL THE ABOVE INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_