

## **VISA\* CASH BACK CARD**

Certificate of Insurance and Statement of Services

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## SUMMARY OF COVERAGE

The information below summarizes the insurance and services included with your Meridian Visa Cash Back Card. Coverage terms, conditions, limitations, and exclusions can be found in the Certificate of Insurance and Statement of Services that follow. All amounts indicated are in Canadian dollars.

COVERAGE	LIMITS
<b>Common Carrier Travel Accident Insurance</b> Provides coverage for the cardholder, cardholder's spouse, and eligible dependent children in the event of bodily injury or death resulting from an accident while riding as a passenger on a common carrier.	Up to \$100,000 per insured person per trip
Mobile Device Insurance	Up to \$1,000 per occurrence
<ul> <li>Provides coverage for eligible mobile devices that are lost, stolen, accidentally damaged, or experiences a mechanical breakdown when:</li> <li>1. the full purchase price is paid with your Meridian Visa and the device is activated with a Canadian wireless service provider; or</li> <li>2. you charge all monthly wireless service bill payments to your Meridian Visa account when you fund the full purchase price through a plan.</li> </ul>	<ul> <li>Limit of 1 claim in any 12 consecutive month period and 2 claims in any 48 consecutive month period</li> </ul>
Purchase Protection and Extended Warranty Insurance Purchase Protection provides coverage for 90 days on most new items of personal property purchased with your Meridian Visa if such item is lost, stolen, or damaged. Extended Warranty doubles the original manufacturer's warranty on eligible items purchased with your Meridian Visa, up to a maximum of 1 additional year.	<ul> <li>Purchase Protection is limited to the cost of repair or replacement of an eligible item, not exceeding the original purchase price, to a maximum of \$10,000 per item and a lifetime maximum of \$50,000 per account.</li> <li>Extended Warranty is limited to the cost of repair or replacement of an eligible item, not exceeding the original purchase price, to a maximum of \$10,000 per item and a lifetime maximum of \$50,000 per account.</li> </ul>
<b>Price Protection Service</b> Provides reimbursement of the price difference on an eligible item of personal property purchased with your Meridian Visa if the same item is advertised in Canada at a lower price within 60 days of the purchase.	<ul> <li>Up to \$100 per item and a calendar year maximum of \$500 per account.</li> </ul>

## **CERTIFICATE OF INSURANCE**

# IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

Your credit card includes travel coverage - what's next?

We want You to understand (and it is in Your best interests to know) what Your Certificate of Insurance includes, what it excludes, and what is limited (payable but with limits). Please take time to read through Your Certificate of Insurance before You travel. Refer to the Definitions section on page 8 for the meaning of all capitalized terms.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (e.g.: medical conditions that are not stable, pregnancy, child born on trip, use of alcohol, high risk activities, etc.).
- This insurance may not cover claims related to Pre-Existing Conditions, whether disclosed or not.
- In the event of a claim, Your prior medical history may be reviewed.

## IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL 1-800-316-7645.

This Certificate of Insurance contains a clause which may limit the amount payable. Additionally, this Certificate of Insurance contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance.

This Certificate of Insurance contains information about Your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section on page 8 and the paragraph below for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective October 7, 2022 and is provided to eligible Cardholders to whom a Meridian Visa Cash Back Card has been issued by Meridian Credit Union Limited (hereinafter referred to as the "Policyholder"). Mobile Device, Purchase Protection, and Extended Warranty Insurance are underwritten by American Bankers Insurance Company of Florida and Common Carrier Travel Accident is underwritten by American Bankers Life Assurance Company of Florida (herein collectively referred to as the "Insurer") under Group Policy numbers **MCU102022** and **MCUL102022** (hereinafter collectively referred to as the "Policy"), issued by the Insurer to the Policyholder.

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

Claim payment and administrative services under the Policy are arranged by the Insurer.

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<sup>®</sup>.

In no event will a corporation, partnership or business entity be eligible for coverage provided by this Certificate of Insurance.

## COMMON CARRIER TRAVEL ACCIDENT INSURANCE

For this coverage, Insured Person means the Cardholder and, while travelling with the Cardholder, the Cardholder's Spouse and eligible Dependent Children.

## Eligibility

The Insured Person is eligible for Common Carrier Travel Accident insurance coverage when the FULL cost of the Ticket is charged to Your Account.

## Coverage

Benefits are payable when an Insured Person sustains a Loss as a result of an Accident when boarding, leaving, or occupying a Common Carrier while coverage is in force. Coverage is in force when an Insured Person uses a Common Carrier to:

- 1. travel directly to the point of departure terminal for the trip shown in the Ticket;
- 2. make the trip as shown on the Ticket; and
- 3. travel directly from the point of arrival terminal for the trip shown on the Ticket to the next destination.

Benefits are also payable when an Insured Person sustains a Loss at the departure or arrival terminal while awaiting to board a Common Carrier, or immediately after exiting a Common Carrier, for the trip shown in the Ticket.

## Benefits

Benefits are payable to the Insured Person according to the following table:

Loss of:	Amount of Benefit
Life <sup>†</sup>	\$100,000
Use of two of the following limbs: foot, hand, or eye	\$75,000
Use of one of the following limbs: foot, hand, or eye	\$50,000
Use of one thumb and index finger of the same hand	\$25,000
Use of one finger or one toe	\$10,000

If the Insured Person dies within 52 weeks as a result of the Accident, only the Life benefit will be paid.

The maximum benefit payable is \$100,000 for Loss resulting from any one occurrence. If more than one Loss is sustained by an Insured Person, then the total benefit payable from one Accident is limited to the greatest amount payable for any one Loss sustained.

## Disappearance

The Insured Person will be presumed dead if their body is not found within 52 weeks of the Accident or if, based on the circumstances surrounding the Insured Person's disappearance, it may be assumed beyond doubt that the Insured Person is dead.

## Beneficiary

Loss of life benefits are paid to the Cardholder or to their legal heirs in accordance with laws governing inheritance in Canada as legislated by each province or territory. All other benefits are payable to the Cardholder.

## End of Coverage

Common Carrier coverage ends on the earliest of:

- 1. the date the Account ceases to be in Good Standing; and
- 2. the date the Insured Person ceases to be eligible for coverage.

## Exclusions

No benefits are payable for any expenses incurred directly or indirectly as a result of:

- Accident occurring in a region or a country for which the Canadian government issued a travel advisory to "avoid non-essential travel" or "avoid all travel", unless the Accident is unrelated to the reason for the travel advisory;
- Accident if the Insured Person was the driver, pilot, or a crew member, or a non-paying passenger travelling in a commercial vehicle;
- 3. the Insured Person's use of illicit or unprescribed drugs;
- 4. the Insured Person's abuse of medication or alcohol. Abuse of medication means exceeding the dosage recommended by a health specialist or the manufacturer of the medication. Abuse of alcohol means the consumption of alcohol resulting in a blood alcohol level of more than 80mg of alcohol per 100ml of blood;
- 5. self-inflicted injury, suicide or attempted suicide, whether intentional or not; or
- 6. the Insured Person's participation in a criminal offence.

## How to File a Claim

In the event of a claim, contact the Insurer by calling **1-800-316-7645** from Canada and the United States or **613-634-6984** collect from elsewhere in the world, or file a claim online at **cardbenefits.assurant.com** 

## MOBILE DEVICE INSURANCE

Mobile Device Insurance is available only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

### Eligibility

You are eligible for Mobile Device Insurance coverage when You purchase a Mobile Device anywhere in the world, and You:

- charge the Purchase Price to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- fund the Purchase Price through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of Plan.

## Coverage period

Coverage for Your Mobile Device will take effect on the later of:

- 1. ninety (90) days from the date of purchase of Your Mobile Device; and
- 2. the date the second consecutive monthly wireless bill payment is charged to Your Account.

## Coverage for Your Mobile Device ends on the earliest of:

- 1. two (2) 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; and
- 4. the date the Cardholder ceases to be eligible for coverage.

## Benefits

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, upon approval, and as directed, by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. You will then be reimbursed the repair or replacement cost, not exceeding the depreciated value† of Your Mobile Device at time of loss, less the applicable deductible††, to a maximum of \$1,000, subject to the Limitations and Exclusions below.

Reimbursement will be issued only upon the Insurer receiving evidence that the Mobile Device was repaired or replaced, and the cost of repair or replacement has been charged to the Account. 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.

† 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 cost of two percent (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:

Purchase Price Less Tax	Deductible Amount
\$0.00 - \$200.00	\$25
\$200.01 - \$400.00	\$50
\$400.01 - \$600.00	\$75
\$600.01 and greater	\$100

For example, if You purchase a new Mobile Device for a total 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. We calculate the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost	<u>-\$128</u> (2% X 8 months X \$800)
Depreciated value	\$672

 We then apply the deductible applicable to the Purchase Price less taxes (\$800 - \$100 = \$700) as set out in the table above, to determine the maximum amount of reimbursement available to You:

Depreciated value	\$672
Less applicable deductible	<u>-\$100</u>
Maximum reimbursement	\$572

In the event You file a repair claim and the total cost of repair is \$500, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You is \$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.

All claims are subject to the terms, conditions, and Limitations and Exclusions set out in this Certificate of Insurance. For details on how to file Your claim, please refer to the How to Claim section.

### Limitations And Exclusions

This coverage complements but does not replace the manufacturer's warranty or warranty obligations; however, this coverage provides 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 is in excess of any other applicable valid insurance, indemnity, warranty or protection available to You. The maximum number of claims under Your Account is limited to one (1) claim in any twelve (12) consecutive month period and two (2) claims in any forty-eight (48) consecutive month period.

Mobile Device Insurance does not cover the following:

- 1. accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
- 2. batteries;
- 3. Mobile Devices purchased for resale, professional or commercial use;
- 4. used or previously owned Mobile Devices;
- 5. refurbished Mobile Devices;
- 6. Mobile Devices that have been modified from their original state;
- 7. 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 such Cardholder's travelling companion with the Cardholder's knowledge.

This Policy does not provide benefits for:

1. losses or damage resulting directly or indirectly from:

- a) fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contra band, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;
- b) power surges, artificially generated electrical currents or electrical irregularities;
- c) any occurrence that results in catastrophic damage beyond repair;
- d) cosmetic damage that does not affect functionality;
- e) software, cellular/wireless service provider or network issues; or
- f) any illegal activity committed by the Cardholder; and
- 2. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

## 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.

### How To Claim

PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must first obtain the Insurer's approval. Failure to do so will make Your claim ineligible.

Immediately after a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance occurs, but in no event later than fourteen (14) days from the date of loss, You must contact the Insurer by calling **1-800-316-7645** to obtain a claim form, or file a claim online at **cardbenefits.assurant.com**.

In the event of loss or theft, You must notify Your Provider to suspend Your wireless services within forty-eight (48) hours of the date of loss. In addition, in the event of theft, You must also notify the police within seven (7) days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate the claim including the following:

- the original sales receipt or similar document detailing the date of purchase, description of Your Mobile Device, and any pay upfront amounts and trade-in credits;
- a copy of Your Wireless Service Agreement or similar documents indicating the date, a 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;
- a copy of the original manufacturer's warranty (for mechanical failure claims) may be required;

- 5. a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
- 6. if You purchased Your Mobile Device outright, Your Account statement showing the Purchase Price;
- if Your Mobile Device was funded through a Plan, Your credit card statements for up to 12 months immediately preceding the date of loss showing Your monthly wireless bill charged to Your Account;
- a copy of any document detailing any other insurance or protection and reimbursements received for this occurrence;
- 9. a police report, fire loss report, or other report of the occurrence, from the location where Your Mobile Device was lost, stolen, or damaged; and
- 10. any other information the Insurer may reasonably require to determine coverage eligibility.

You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original manufacturer. At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim.

# PURCHASE PROTECTION AND EXTENDED WARRANTY INSURANCE

Purchase Protection and Extended Warranty Insurance are available only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

## **Purchase Protection**

## Benefits

Purchase Protection coverage protects most new items of Personal Property purchased anywhere in the world by insuring them for 90 days from the date of purchase in the event of loss, theft or damage when the FULL cost of such items is charged to Your Account, subject to the Limitations and Exclusions below.

If a covered item is lost, stolen or damaged, upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the covered item. You will then be reimbursed the repair or replacement cost, not exceeding the covered item's original price charged to the Account to a maximum of \$10,000 per covered item and a lifetime maximum of \$50,000 per Account, subject to the Limitation and Exclusions below.

Reimbursement will be issued upon the Insurer receiving evidence that the covered item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If the replacing the covered item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

Items of Personal Property 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.

## Limitations and Exclusions

Purchase Protection coverage is in excess of any other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

Purchase Protection does not cover the following items:

- travellers cheques, cash, any other negotiable instruments of any kind, bullion, rare or precious coins, stamps or documents or tickets of any kind;
- 2. animals or living plants;
- 3. golf balls or other sports equipment lost or damaged during the course of normal use;
- 4. mail order items until received and accepted by You in new and undamaged condition;
- 5. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts,

lawn tractors or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children), and any of their respective parts or accessories;

- unmanned or remotely operated aircraft systems such as, but not limited to, drones;
- 7. perishables such as food, liquor and goods consumed in use;
- jewellery, gems, watches and furs transported/stored in baggage that is not under the personal supervision of the Cardholder or the Cardholder's travelling companion;
- 9. used or previously owned or refurbished items;
- 10. one-of-a-kind items, antiques, collectibles, and fine arts; and
- 11. items purchased by a business and/or used for a business or commercial purpose or commercial gain.

Purchase Protection does not provide benefits for:

- 1. losses resulting directly or indirectly from:
  - a) 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; or
  - b) theft or intentional or criminal acts by the Cardholder; and
- incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees.

## **Extended Warranty**

## Benefits

Extended Warranty coverage provides You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of 1 additional year, on most new items of Personal Property purchased anywhere in the world when the FULL cost of such items is charged to the Account, subject to the Limitations and Exclusions below.

Coverage is limited to personal items with an Original Manufacturer Warranty of five (5) years or less. Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a covered item, or any other obligations that was specifically covered under the terms or the Original Manufacturer's Warranty.

Upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the covered item. You will then be reimbursed the repair or replacement cost, not exceeding the covered items original price charged to the Account to a maximum of \$10,000 per covered item and a lifetime maximum of \$50,000 per Account.

Reimbursement will be issued upon the Insurer receiving evidence that the covered item was repaired or replaced, and the cost of the repair or replacement has been charged to the Account. If replacing the covered item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

## **Limitations And Exclusions**

Extended Warranty coverage is 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.

Extended Warranty does not cover the following items:

- items purchased with an Original Manufacturer's Warranty of more than five (5) years;
- automobiles, motorboats, airplanes, motorcycles, motor scooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children) and any of their respective parts or accessories;
- 3. unmanned aircraft systems; and
- 4. items purchased by a business and/or used for business or commercial purpose or commercial gain.

Extended Warranty does not provide benefits for losses resulting directly or indirectly from any incidental and consequential damages including bodily injury, property, punitive and exemplary damages and legal fees. The Extended Warranty coverage ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

## General Provisions for Purchase Protection and Extended Warranty

## Gifts

Items of Personal Property 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.

## Pair Or Set

Claims for items belonging to and purchased as a pair or set will be paid for at the original price charged to the Account of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the original price charged to the Account.

## How To File a Claim for Purchase Protection and Extended Warranty

Immediately after learning of a loss or an occurrence and PRIOR to proceeding with any action, repair services, or replacement of the covered item, You must notify the Insurer by calling **1 800-316-7645** to obtain a claim form, or file a claim online at **cardbenefits.assurant.com**.

You MUST keep ORIGINAL copies of all documents required to file a valid claim. Where a claim is due to, or suspected to be caused by, fraud, malicious acts, burglary, robbery, theft or attempt thereat, you MUST give immediate notice to the police or other authorities having jurisdiction.

You must submit a completed claim form containing date, time, place, cause and amount of loss and include the following:

- 1. Account statement showing Your name, account number, and charge for the covered item;
- 2. original vendor's sales receipt showing the vendor information, date, description of item purchased, and total cost;
- a copy of the Original Manufacturer's Warranty (for Extended Warranty claims);
- a copy of the written repair estimate (for Purchase Protection damage and Extended Warranty claims);
- photographs of the damaged item (for Purchase Protection claims);
- 6. copy of the police report (for Purchase Protection theft claims);
- copy of a loss report or other report of the occurrence, issued at the location where the covered item was lost, stolen, or damaged (for Purchase Protection claims);
- copy of Your homeowner's or renter's insurance policy or any document detailing other insurance or protection and/or reimbursements received for the occurrence; and
- any other information reasonably required by the Insurer to determine coverage eligibility.

## You are responsible for any charges incurred for the completion of all forms and the provision of all required documentation.

At the sole discretion of the Insurer, You may be required to send, at Your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim.

## GENERAL PROVISIONS AND STATUTORY CONDITIONS

## 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 ninety (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 furnish proof of claim within the time prescribed herein does not invalidate the claim if proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to furnish proof within the time so prescribed. If the notice or proof is given or furnished after one (1) year, Your claim may not be paid.

## **Payment of Claim**

Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer. 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 with the exception of Common Carrier Accident Travel insurance where loss of life will be payable in accordance with the Beneficiary provision.

## **Other Insurance**

Insurance benefits are in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of any loss subject of a 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 only if all such other coverage has been claimed under and exhausted, and further subject to the terms, exclusions and limits of liability 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.

## **Coordination of Benefits**

The Insurer takes into account any benefits and reimbursements that can be obtained from other organizations (private or public), so that the amounts paid to the Cardholder do not exceed the expenses actually incurred. The benefits and reimbursements that can be obtained from another organization include those that would have been paid by this organization if a proper claim had been submitted to it.

The order of payment of benefits is established as follows:

- 1. an organization that does not have a coordination of benefits provision becomes the first payer of Your benefits; or
- 2. Your benefits or reimbursements will be divided proportionally between the organizations, based on the amounts that should have been paid by each of them.

## **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 in respect of a Cardholder ends on the earliest of the following events:

- 1. the date Your 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 the Cardholder's 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 1-800-316-7645. 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 in this section or at: assurant.ca/customer-assistance.

## Privacy

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:

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 in this section.

- End of Certificate of Insurance -

## STATEMENT OF SERVICES

## PRICE PROTECTION SERVICE

Price Protection Service is a service only, not insurance. This service is provided by Assurant Services Canada Inc. ("Assurant") and available only to the Cardholder. Please refer to the Definitions section on page 8 for the meaning of all capitalized terms. Price Protection Service is only available to the Cardholder. No other person or entity will have any right, remedy or claim, legal or equitable, to Price Protection payments.

### Services

Price Protection Service is in effect for 60 days from the date of purchase of most new items of Personal Property purchased in Canada and charged in full to the Account, subject to the Limitations and Exclusions below. If, within 60 days of the purchase of an eligible item, You find an identical item with the same brand, model number (where applicable) and attributes (benefits, features, functions and uses) offered for retail sale in Canada (in Canadian dollars) at a price lower than the price You paid, Assurant will, subject to the Limitations and Exclusions below, pay You the price difference. This payment is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges. No Price Protection Service payments will be made for price differences of less than \$10 per item and the maximum payment amount will be \$100 per item up to a total maximum of \$500 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period. No item can be submitted for Price Protection payment more than once during the 60-day period.

## Limitations and Exclusions

Price Protection Service is not available in respect of the following:

- travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- animals, living plants or perishables such as food, liquor and/or goods consumed in use;
- computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
- automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts, fuels or accessories;
- 5. one-of-a-kind items;
- used or previously owned or refurbished items, including antiques, collectibles and fine art;
- 7. items purchased and/or used by or for a business or for commercial gain; or
- services related to items purchased including insurance, duty, delivery and transportation costs.

Price Protection Service does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (Internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service. Price comparisons with items offered for sale on a website outside of Canada or for which an international shipping fee must also be paid are not eligible for Price Protection Service. You are only eligible for Price Protection Service if the Account is in Good Standing at the time of Your request.

## Gifts

Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for Price Protection Service.

## How to Request Price Protection Service

You must keep original receipts and other documents described herein to file a valid request.

You must notify Assurant by calling **1 800-316-7645** as soon as You discover the advertised price difference. Assurant will send You the applicable request form. Your failure to provide the completed request form and proof supporting Your request under items (i) – (iii) below within 120 days from the date of purchase may result in non-payment of the related request. You must complete and sign the request form and include the following:

- 1. the customer copy of the original vendor's sales receipt;
- 2. the Account statement showing the charge; and
- 3. a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase.

A request for payment will be paid upon receipt of full written proof, as determined by Assurant.

### - End of Statement of Services -

## DEFINITIONS

The following words or phrases have the meanings set forth below:

Accident means a sudden and unforeseen event due to an external cause resulting in bodily injury or death.

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 Your Meridian Visa Account, which must be in Good Standing with the Policyholder.

**Cardholder** means a person to whom a Meridian Visa has been issued or any additional Cardholder who is authorized to use the card, and whose name is embossed on the card. Cardholder may also be referred to as "You" and "Your".

**Common Carrier** means any land, water or air conveyance which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge by the travel service supplier.

**Dependent Children** means Your or Your Spouse's unmarried children who are over 15 days old and either under 18 years of age, or under 24 years of age and in full-time attendance at an educational institution recognized by the applicable competent authorities. Dependent Child(ren) also includes children 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

Dollars and \$ mean Canadian dollars.

**Good Standing** means that the Meridian Visa card has been activated and, with respect to an Account, that the Cardholder has not advised the Policyholder to close it, or the Policyholder has not suspended or revoked credit privileges or otherwise closed such Account.

**Insured Person** means eligible persons as outlined under each coverage.

**Meridian Visa** means a Meridian Visa Cash Back credit card issued by the Policyholder.

**Mobile Device** means a new or, if purchased directly from an original equipment manufacturer or 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 an article of Personal Property 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.

**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 an item of personal property for personal use.

Plan means a fixed-term contract offered by a Provider.

Provider means a Canadian provider of wireless services.

**Purchase Price** means the full cost of a Mobile Device, including any applicable taxes and less any costs or fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs or similar costs or fees. **Spouse** means the person who is legally married to the Cardholder or the person who has been living with the Cardholder for a continuous period of at least 1 year and is publicly represented as the Cardholder's spouse.

**Ticket** means evidence of fare paid for travel on a Common Carrier which have been charged in full to the Account.

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