

# Insurance Certificate 713705-1

### Certificate of Insurance Summary of Insurance Coverage

Purchase Protection and Extended Warranty

- Purchase protection against theft or breakage 90 days following the date of the item's purchase
- Doubles the manufacturer's warranty, up to one additional year
   Maximum of \$60,000 for the entire

Maximum of \$60,000 for the entire term of the *account* 

In case of emergency, in order to file a claim or for any information request, contact the assistance provider:

- > From Canada and the US: 1-888-235-2645
- > From elsewhere in the world (call collect): 514-286-8345

Purchase protection insurance provided with your National Bank of Canada Mastercard® credit card

#### Certificate of Insurance

Information on Insurance Product and Parties

#### Name of insurance product:

Purchase Protection insurance for National Bank of Canada Mastercard credit cards, group insurance policy no. 713705 (Schedule A Certificate number 1) / 713705-1.

#### Type of insurance product:

Purchase insurance and extended warranty insurance (group insurance)

Assistance provider contact information (mandated by the insurer to assist with claims and provide consulting services)	CanAssistance Inc. 550 Sherbrooke Street West Suite B-9 Montreal, Quebec H3A 3S3 Canada and the US: 1-888-235-2645 Elsewhere in the world: 514-286-8345 (call collect)
Insurer contact information (except residents of Alberta)	National Bank Life Insurance Company 800 Saint-Jacques Street, office 16701, Montreal, Quebec H3C 1A3 Montreal: 514-871-7500 Toll-free: 1-877-871-7500 Fax: 514-394-6992 nbc-insurance.ca insurance@nbc.ca
Insurer contact information (residents of Alberta)	Canassurance, Insurance Company 550 Sherbrooke Street West Suite B-9 Montreal, Quebec H3A 3S3 Montreal: <b>514-286-7686</b> Toll-free: <b>1-877-986-7681</b> <b>qc.croixbleue.ca</b>
Policyholder and distributor contact information	National Bank of Canada 800 Saint-Jacques Street Montreal, Quebec H3C 1A3 Montreal: <b>514-394-5555</b>

The Distribution Guide can be found on National Bank of Canada's website: nbc.ca

Toll-free: 1-888-483-5628

## IMPORTANT CAREFULLY READ THE FOLLOWING

This certificate contains clauses which may limit the claimable amount when a claim is filed.

Furthermore, the *Purchase Protection Insurance* and any associated coverage is valid until the earliest of the following dates:

- the date the account is cancelled or closed by the Bank
- the date the account is closed at the request of the primary cardholder or
- > the date the Purchase Protection Insurance is cancelled or suspended by the Bank following a prior written notice of at least 90 days to the primary cardholder advising the primary cardholder to pay the minimum balance on the card

CAREFULLY READ THIS CERTIFICATE
UPON RECEPTION

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#### Purchase Protection Insurance

#### 1. Definitions and Introduction

#### Rules of Interpretation:

- 1. Provinces: Provinces include territories.
- Gender and number: Unless the context requires otherwise, words in one gender include all genders and words in singular include the plural and vice versa.

#### a) Definitions

Words in *italics* in the present document have the following meanings.

Account: The account associated with the card issued to the cardholder by the Bank.

Act of terrorism: Action or threat intended to intimidate or terrorize a population, group or government based on politics, ethnicity, ideology or religion. Terrorism may include the following acts (or threat thereof): destruction of property, kidnapping, actions causing injury or death and hijacking. Wars (declared or undeclared), invasions, hostilities between nations, civil wars, rebellions, insurrections and coups are not considered acts of terrorism.

Assistance provider: Any company mandated by the insurer to receive claims.

Authorized user: A natural person to whom a card associated with the card account of a primary cardholder has been issued, at the request of the primary cardholder.

Bank or Distributor: National Bank of Canada is both the policyholder for group insurance policy no. 713705 issued effective September 1<sup>st</sup>, 2017, for the *Purchase Protection Insurance* product and the Distributor of the product.

Card: The Syncro<sup>TM</sup> – Regular<sup>1</sup> – MC1<sup>®</sup> – Allure<sup>®</sup> – ECHO<sup>®</sup> Cashback credit card provided to the cardholder by the Bank.

<sup>1</sup> This product is available to current cardholders only. It is no longer offered to new clients.

Cardholder: The natural person residing in Canada who is the *primary cardholder* or an *authorized user* on the *account* associated with a *card* issued by the *Bank*.

*Insurer*: For Alberta residents, the insurer is Canassurance, Insurance Company. For residents of all other provinces and territories, the insurer is National Bank Life Insurance Company.

*Mysterious disappearance*: Loss of an object without reasonable evidence of theft.

*Primary cardholder:* The natural person residing in Canada who is the *account* holder and whose name appears on the *account* statements issued by the *Bank*.

*Proof of purchase:* Receipt (or bill) from a vendor along with the *cardholder* copy of the Mastercard sales slip.

Purchase price: The total cost of an article, including taxes, indicated on the Mastercard sales slip. The cost of service or warranties for the article is not included in the purchase price.

Purchase Protection Insurance: The Purchase Protection Insurance product offered by the *insurer* and distributed by the *Distributor* with the *card* under policy no. 713705 issued by the *insurer*.

#### b) Introduction

This certificate describes the insurance coverage provided with your *card*.

Keep this certificate in a safe place for future reference.

Warning: Exclusions and limitations apply to this coverage. Carefully read this document to ensure you understand the exclusions and limitations and verify if coverage is adequate or if you need to purchase additional coverage.

Terms in this certificate formatted in *italics* have a specific meaning. They are explained in the "Definitions" section above.

#### Description of Purchase Protection Insurance Product

#### a) Type and duration of coverage

The *Purchase Protection Insurance* provided with your *card* **at no extra requirement or cost** includes the following coverage:

✓ Purchase Protection and Extended Warranty In the event of theft or breakage & extended warranty on new items purchased with your *card* 

#### Termination of coverage

The *Purchase Protection Insurance* and any associated coverage is valid until the earliest of the following dates:

- > date the *account* is cancelled or closed by the *Bank*
- > date that the *account* is closed at the request of the *primary cardholder*
- date that the Purchase Protection Insurance is cancelled or suspended by the Bank following mailing of not less than 90 days' prior written notice to the primary cardholder

Carefully read the information about each type of coverage below.

#### b) General Warning

Claims are only payable if the *Purchase Protection Insurance* is in effect at the time of the event for which a claim is made.

#### Multiple Coverage

If the insured has other individual or group insurance providing the same coverage as the *Purchase Protection Insurance*, the payment of benefits under the *Purchase Protection Insurance* plan will be coordinated with the other insurer such that the total amount of the benefit does not exceed the amount claimed. Regardless of any similar clause that may be contained in other insurance contracts, the insured will not be entitled to payment of any amounts hereunder until the insured has claimed the maximum benefit available under the other insurance coverage.

The *insurer* may ask the *cardholder* to provide proof of a claim filed with other insurers.

Benefits payable by the *insurer* under the *Purchase Protection Insurance* will be reduced by the amount reimbursed, paid or assumed by another party. The *Purchase Protection Insurance* cannot be used to reduce the liability of any person or party implicated in the event giving rise to a claim.

## <u>Failure to Provide Requested Proof</u> or Documentation

The insurer can refuse claims under the Purchase Protection Insurance if the insured does not submit the insurance claim form or supporting proof within the applicable time limit, unless it is not reasonably possible to do so.

#### Purchase Protection and Extended Warranty

#### a) Special Terms and Conditions

#### Covered Items and Risks

Eligible movable property purchased by the *cardholder* and paid entirely for with the *card* or rewards points earned with the *card*.

Purchase protection	New items are covered for theft and breakage for 90 days after purchase.
Extended warranty	Doubles the warranty period for new items covered by an original manufacturer's warranty valid in Canada. The warranty can be extended for a maximum of 1 year after the end of the original manufacturer's warranty. If the original warranty is longer than 5 years, the <i>cardholder</i> must contact the <i>insurer</i> to register the purchase.

#### Benefit Amount

Benefits for covered items are limited to the *purchase price* charged to the *account* or the item's portion of the *purchase price* charged to the *account* if it was purchased within a collection or a set. The *insurer* will pay a maximum of \$60,000 of the Purchase Protection and Extended Warranty benefits for the entire term that the *account* is active.

#### Recipient of Benefits

The *insurer* can decide to repair or replace the covered item or refund the *purchase price*. Benefits will be paid to the *cardholder* by the *insurer*. If the *insurer* decides to repair the item, the type of repair and service provider will be chosen by the *insurer*.

#### Deductibles

None

#### b) CAUTION - Exclusions, Limitations and Reductions

(i) Items not covered	
Purchases	Extended warranty
> traveller's cheques, gift cards, currency, tickets, ingots and documents of title or other negotiable instruments > animals and living plants or perishable products and consumables > electronic tablets, mobile devices, portable computers and software	> previously owned or used items > automotive vehicles, motorboats, aircraft, motorcycles, scooters, snowplows, lawn mowers, golf carts, lawn tractors and all other motorized vehicles (except miniature electric vehicles for children) and their parts and accessories

- > heat pumps and other heating or cooling appliances
- > automotive vehicles, motorboats, aircraft, motorcycles, scooters, snowplows, lawn mowers, golf carts, lawn tractors and all other motorized vehicles (except miniature electric vehicles for children) and their parts and accessories
- > mail order purchases up to delivery and acceptance of the item by the cardholder
- > drones and other remote-controlled aerial devices

- heat pumps and other heating or cooling appliances
- items purchased for a business or commercial use

#### (ii) Circumstances under which no benefit is payable

#### **Purchases**

#### **Extended warranty**

- > theft of jewellery stowed in baggage (except in hand luggage supervised by the cardholder)
- > damage to sports equipment due to use
- > fraud or attempted fraud
- > a criminal act, an attempted criminal act or participation in a criminal act
- > misuse of the item, including professional use of an item intended for personal use
- use of items purchased for an enterprise or for commercial use
- > hostilities of any kind (including war, invasion, insurrection and acts of terrorism)
- confiscation by authorities, contraband or illegal activities
- > normal wear and tear
- > earthquake, nuclear contamination or flood
- > mysterious disappearance
- > damage caused by corrosion or mould
- damage caused by insects or animals

The extended warranty applies only to essential parts and labour to repair a mechanical breakdown or defect of the covered item or any other event expressly covered under the original manufacturer's warranty valid in Canada.

(iii) Reasonable precauti	ons and use
Purchases	Extended warranty

The cardholder, or the owner of the item if it was a gift from the cardholder, must take all reasonable measures to prevent breakage to the item. The cardholder must also take reasonable measures to prevent the item from being stolen.

(iv) Damages caused by a covered item	
Purchases	Extended warranty

Coverage does not include claims for personal injury, property damage, indirect, punitive, exemplary or consequential damages or legal fees, even if directly or indirectly caused by a covered item.

#### c) Filing a Claim

NOTE: The *cardholder* must immediately notify police of a theft or act of vandalism and obtain a report.

Prerequisites	Save the original <i>proof of purchase</i> and manufacturer's warranty.
Step 1	Call CanAssistance Inc. at 1-888-235-2645 to report the event as soon as it happens or as soon as reasonably possible.
Step 2	Fill out the claim form that you will receive from the assistance provider and forward it to the insurer as soon as possible, ideally within 90 days of the event, failing which the insurer may deny your claim if the insurer was not informed of the loss and is thereby prejudiced.

(Continued on next page)

#### Step 3

Provide the *insurer* with the following support documents as soon as possible, ideally within 90 days of the event, failing which the *insurer* may deny your claim if the *insurer* did not receive the necessary proof and information and is thereby prejudiced:

- > proof of purchase
- > original manufacturer's warranty
- > police, fire or claims adjuster report
- > any documentation required by the insurer concerning the purchase of the item, the event, the circumstances surrounding the breakage or theft, the cost of repairs or replacement
- any information deemed necessary by the *insurer*

If the *insurer* accepts the claim, it will pay, replace or reimburse the item *purchase price* within 60 days of receiving all the documents required by the *insurer* in support of the claim.

If the *insurer* so wishes, it may ask the *cardholder* to send the broken item. The *cardholder* will be responsible for shipping fees.

If the *insurer* rejects the claim, it will notify the *cardholder* within 60 days of receiving all documents required by the *insurer* in support of the claim.

IF A CARDHOLDER KNOWINGLY MAKES A CLAIM WHICH IS FALSE OR FRAUDULENT IN ANY WAY, SUCH CARDHOLDER SHALL NOT BE ELIGIBLE FOR THE BENEFITS OF SUCH COVERAGE AND FOR THE PAYMENT OF THE CLAIM SUBMITTED UNDER THIS COVERAGE.

#### 4. General Terms and Conditions

#### I Currency

Amounts payable under the terms of the group *Purchase Protection Insurance* policy by the *insurer* or to the *insurer* will be in Canadian dollars.

#### **II** Interest

Benefits paid under the terms of the group *Purchase Protection Insurance* policy do not earn interest.

#### III Fraud or attempted fraud

If the *cardholder* knowingly makes a claim which is false or fraudulent in any way, such *cardholder* shall not be eligible for the benefits and for the payment of the claim under the coverage in respect of which a claim is submitted. Fraud or attempted fraud includes, but is not limited to, the deliberate misrepresentation of facts or circumstances surrounding a claim.

#### **IV** Subrogation

The *insurer* reserves the right of action against any third party responsible for damages that lead to a claim. The *insurer* will be responsible for legal fees and will receive any compensation payable by the third party, up to the maximum amount of the claim. The insured must submit any documents required by the *insurer* to take action for damages. The insured retains the right to take action against the third party for compensation in addition to benefits paid by the *insurer*.

#### V Changes to the certificate

Changes to the present certificate are only valid and applicable if confirmed in writing by the *insurer* to the *Bank*. The *cardholder* cannot make changes to the *Purchase Protection Insurance* policy. The coverage was negotiated and concluded between the *insurer* and the *Bank* to be included with the *card* without any other requirement or charge.

#### VI Complaints and appeals

The insured can file a complaint against the *insurer* or appeal a decision by the *insurer* concerning a claim by contacting the *insurer*. The maximum time limit to appeal from a decision is set out in section VII.

#### Residents of provinces and territories except Alberta:

#### National Bank Life Insurance Company

800 Saint-Jacques Street, office 16701, Montreal, Quebec H3C 1A3

Tel.: **1-877-871-7500** 

#### Residents of Alberta:

#### Canassurance, Insurance Company

550 Sherbrooke Street West, Suite B-9 Montreal. Ouebec H3A 3S3

Tel.: 1-877-986-7681

If the *insurer* has not responded to your complaint or if you are not satisfied and would like to take your case further, you can, at your discretion and concurrently:

- (i) ask your *insurer* to review your file
- (ii) contact your legal counsel
- (iii) contact one of the following organizations:

#### Residents of Quebec:

Contact the Autorité des Marchés Financiers (AMF). The contact information for the AMF is found in the Autorité des marchés financiers contact information section below.

## Residents of all provinces and territories except Quebec:

#### Contact:

#### The OmbudService for Life & Health Insurance (OLHI)

401 Bay Street, Suite 1507, P.O. Box 7 Toronto. Ontario M5H 2Y4

Toronto, Untario M5H 2Y4

Toll-free within Canada: **1-888-295-8112** 

In Toronto: **416-777-9002** 

Website: olhi.ca

## VII Limitation of action (clauses only applicable to residents of certain provinces)

## For residents of Alberta, British Columbia and Manitoba:

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*.

#### For residents of Ontario:

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 Limitations Act*, 2002.

#### For residents of Quebec:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within 3 years.

#### For residents of other provinces:

For the applicable time limitation period, please refer to the regulatory agency of your province or consult with your legal counsel.

#### VIII Copy of the group Purchase Protection Insurance policy

Upon request to the *assistance provider* or the *insurer*, the *cardholder* may obtain a copy of the group *Purchase Protection Insurance* policy.

#### IX Access to personal information

The *insurer* will establish an insurance file to preserve any information about claims. Your file will be kept in the *insurer*'s offices. The insured will be entitled to have access to the personal information contained in his file and, if applicable, have it corrected. For more information, consult the privacy policy of the *insurer* and *assistance provider*, which are available online at **nbc-insurance.ca.** 

# 5. Insurer's deadline for replying after receiving a claim

Usually, the *insurer* will communicate to the *cardholder* or the insured its decision on whether benefits are payable or not within 60 days after it receives all requested documents. Once the *insurer* decides to approve a claim, it must be paid within the same 60 days following the receipt of all the requested documents.

#### Autorité des marchés financiers contact information

For more information about the *insurer*'s and *distributor*'s obligations within the Province of Quebec, contact the Autorité des marches financiers:

#### Autorité des marchés financiers

Place de la Cité, Cominar Tower 2640 Laurier Blvd., 4<sup>th</sup> Floor Quebec City, Quebec G1V 5C1

Quebec City: **418-525-0337** Montreal: **514-395-0337** 

Elsewhere in Quebec: **1-877-525-0337** 

Fax: **418-525-9512** 

Website: lautorite.qc.ca

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•• Should you have any questions, do not hesitate to contact us.

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