# CERTIFICATE OF INSURANCE Laurentian Bank Visa\* card

# Group insurance contract 9001-2

# > Purchase insurance and extended warranty



Industrial Alliance Pacific General Insurance Corporation 1080 Grande Allée Street West, Quebec, QC G1S 1C7 Phone: 1-418-684-5000, Fax: 1-418-684-5185

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Canassurance Insurance Company 1981 McGill College Ave., suite 105, Montreal, QC H3A 0H6 Phone: 1-877-287-8334, Fax: 1-866-286-8358

# Credit card issuer and Insurance distributor



Laurentian Bank of Canada 1360 René-Lévesque Blvd. West, suite 600, Montreal, QC H3G 0E5 Phone: 1-800-252-1846

#### Keep this insurance certificate and your welcome letter

These documents constitute your insurance contract. They describe your coverage in detail and how to submit a claim.

#### Pay attention to the definitions

The words in **bold and italics** have a very specific meaning. Read Section 1. *Definitions* in the *General conditions* to fully understand your coverage.

#### **CONTACT US**

General Information: 1-800-252-1846	Submit a claim: 1-877-287-8334
If you would like additional information about this product or about any other products or services offered by Laurentian Bank.	Please read Section 9. <i>Submitting a claim</i> of the <i>General conditions</i> to learn about the applicable deadlines and process

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# GENERAL CONDITIONS, APPLICABLE TO ALL INSURANCE BENEFITS

For the purposes of this certificate, the masculine form includes the feminine unless a different meaning is required from the context. In addition, the singular shall include the plural where required

# **1. DEFINITIONS**

Unless indicated otherwise, the terms used in this certificate retain their usual meaning. However, the terms in **bold and italics** in this document have the following meaning:

# Account: the Cardholder's Laurentian Bank Visa Card Account in Good Standing.

Cardholder: a natural person to whom a *Laurentian Bank Visa Card* has been issued and whose name is on the card. The *Cardholder* must be a *Full-time resident of Canada* and his *Account* must be in *Good Standing*.

Full-time resident of Canada: a natural person having his principal residence in Canada.

Good standing: the *Account* meets all the requirements of the agreement in effect between the *Cardholder* and the *Laurentian Bank*. The *Account* must also not show any fraudulent transactions or be subject to restrictions, nor should it be subject to recovery proceedings or to a declaration of bankruptcy or consumer proposal.

Insured Person: Any Laurentian Bank Visa Cardholder

Insurer: Industrial Alliance Pacific General Insurance Corporation and Canassurance Insurance Company.

Laurentian Bank: Laurentian Bank of Canada

Laurentian Bank Visa Card: a Visa credit card issued by *Laurentian Bank* which gives access to the Purchase insurance and extended warranty. All conditions of the agreement between the *Cardholder* and the *Laurentian Bank* must be met.

Mysterious Disappearance: an object cannot be located and the circumstances of its disappearance cannot be explained or does not lend itself to reasonable inference that a theft occurred.

# 2. ELIGIBILITY CRITERIA FOR THIS INSURANCE

The following criteria must be met on the effective date of the insurance:

Be a Full-time resident of Canada; and

» Be a Laurentian Bank Visa Cardholder.

# **3. EFFECTIVE DATE OF INSURANCE**

The insurance takes effect on the earliest of the effective date of the contract between the *Laurentian Bank* and the *Insurer* or the date on which the *Laurentian Bank Visa Card* was issued.

# 4. EXCLUSIVITY OF WARRANTY

Coverage under this Purchase insurance and extended warranty is reserved exclusively to the *Cardholder*. No other legal or natural person may benefit from it.

The *Cardholder* may not transfer his rights under the benefit listed hereabove, except in the case of items given as gifts which must still be subject to the conditions listed under the current certificate.

# **5. DUE DILIGENCE**

The *Cardholder* shall take all reasonable measures to avoid or diminish any loss of or damage to property protected by this insurance.

# 6. FRAUD OR FALSE CLAIM

Any fraud or intentional false statement by the *Cardholder* regarding a claim will result in the loss of the coverage and benefits offered under this insurance and any claims being denied.

# 7. NULLITY OF THE INSURANCE

Any false statements or concealment made, knowingly or not, by the *Insured Person* concerning facts or circumstances known by him and relating to a risk or a claim, as well as any refusal to disclose information deemed essential by the *Insurer*, will result in the nullity of the insurance, upon the *Insurer*'s request.

### 8. PREMIUM

The Cardholder doesn't have to pay any premiums in order to benefit from this coverage.

# 9. SUBMITTING A CLAIM

The *Cardholder* must keep copies of receipts and any other documents required for the submission of claims. He must also declare any loss as soon as he's made aware of it at **1-877-287-8334**.

Upon receipt of the notice of claim by telephone, the *Insurer* will provide the *Cardholder* with the appropriate claim form. The *Cardholder* must complete and sign the loss report provided by the *Insurer* and return it to the address indicated below within **90 days of the loss**.

# Claims

1981 McGill College Ave., suite 105 Montreal, QC H3A 0H6

The loss report must indicate the day, time, place and cause of the loss and the amount of the damages, and be accompanied by the following:

A copy of the Laurentian Bank Visa Card Account statement showing the proof of purchase;

- A copy of the vendor sales receipt;
- A copy of the original manufacturer's warranty (when applicable),
- A copy of a police, fire or insurance report, or any other evidence that can establish your right to benefits.

Any delays in the transmission of said report shall not be used against to the *Cardholder* if he can establish that it was not reasonably possible for him to do so within the time allowed and that the report was submitted without delay.

The *Cardholder* may not have any repairs done until he has received the agreement of the *Insurer* on said repairs and on the choice of the repairer. If the *Insurer* so requests, the *Cardholder* must send the damaged item that is the object of the claim at his own expense to the address provided by the *Insurer*.

Any payment made in good faith by the *Insurer* terminates its obligations in respect to the loss in question.

# **10. INSURER'S RESPONSE PERIOD**

The *Insurer* has **30 business days** following receipt of all documents needed to process your file to either:

Pay you the benefit; or

> Refuse your claim in writing, explaining the reason or reasons for this decision.

# **11. APPEALING A DECISION AND RECOURSE**

In case of refusal by the *Insurer*, the *Insured Person* may appeal the decision within 12 months following the refusal. To do so, the *Insured Person* must notify the *Insurer* in writing by submitting his perspective or by providing new documents that could modify the decision made.

The *Insurer* will provide the *Insured Person* with a confirmation of receipt upon reception of the appeal and will inform him of the available recourse. The *Insurer* has a 4 month period to communicate its decision in writing or over the phone to the *Insured Person*.

The appeal and the documents must be sent to:

# **Claims Review**

1981 McGill College Ave., suite 105 Montreal, QC H3A 0H6

# **12. SUBROGATION**

The *Insurer* is subrogated to the *Cardholder*'s rights of action, up to the amount of the indemnity that was paid, against the person (natural person or corporate body) liable for the loss and has the right to sue them in the *Cardholder*'s name. The insured must take any action that is reasonably required to this effect, including formalizing any document required to help the *Insurer* institute its proceedings.

# **13. POLICY REVIEW**

Any *Insured Person* may consult the insurance policy at *Laurentian Bank*'s head office during business hours. He may also obtain a copy at his own expense..

# **14. CONTRACT**

The policy, appendix, endorsements, certificate of insurance and enrolment form (if applicable) constitute your insurance contract for Purchase insurance and extended warranty.

The *Insurer* must inform the *Laurentian Bank*, by means of a notice sent at least 90 days in advance, of any modification it makes to the contract.

# **15. TERMINATION OF INSURANCE**

Coverage terminates on the earliest of the following dates:

- a) The date the *Insured Person*, for whatever reason, no longer satisfies the definition of a *Cardholder*;
- b) The date the Cardholder asks Laurentian Bank to close his Account;
- c) The date the Cardholder Account is no longer in Good Standing;
- d) The date the Cardholder ceases to be a Full-time resident of Canada;
- e) The date the contract between the *Laurentian Bank* and the *Insurer* ends.

No compensation is payable for any claims submitted for items purchased after the date of termination of the insurance

# 16. CONTRACT AMENDMENT

Should the *Laurentian Bank* make any change to its variable credit contracts or its *Account* statements that impact the coverage offered under the Purchase insurance and extended warranty contract, the provisions of the latter shall continue to apply until an endorsement is added to the contract.

# **17. PERSONAL INFORMATION**

Personal information that the *Insurer* possesses or will possess regarding an *Insured Person* is treated as confidential.

The **Insured Person** may have access to his file and ask the **Insurer** to correct any information that he can prove to be incorrect, incomplete, ambiguous, out of-date or unnecessary, by sending a written request to those responsible for information at the **Insurer's** head office.

# 18. AUTHORIZATION REGARDING COLLECTION OF PERSONAL INFORMATION AND ITS DISCLOSURE TO THIRD PARTIES

Unless the *Insurer* is informed otherwise in writing, the *Insured Person* gives express authorization to *Laurentian Bank* or any company using its database to provide the *Insurer*, its reinsurers or a third-party administrator with anything required to manage the insurance contract.

In the event of death, the *Insured Person* authorizes his beneficiaries, heirs or liquidator to provide the *Insurer*, its reinsurers or a third-party administrator with any information or authorizations required to allow assessment of claims and the provision of supporting documents.

Should such notice be given to the *Insurer*, the insurance will terminate automatically.

This authorization also applies to the collection, use and communication of personal information concerning dependent children insured under the insurance contract.

# **19. LAWFUL CURRENCY**

All payments hereunder will be made in the lawful currency of Canada.

Any payments to the *Cardholder* will be made in Canadian currency at the exchange rate in effect at the time of payment.

# **20. CONDITIONAL ASSIGNMENT**

The rights conferred by this certificate of insurance may not be used as conditional assignment.

# 21. COMPLAINT

The *Insured Person* who wishes to review the *Insurer*'s complaint policy or file a complaint may do so by visiting: https://ia.ca/corporate/complaint/file-complaint

# **PURCHASE INSURANCE**

# **22. INSURABLE RISK**

This insurance automatically protects without declaration most movable assets purchased by the *Cardholder* with the *Laurentian Bank Visa Card* against all risks of direct loss or damage, on the condition that they are not covered elsewhere. The insurance is effective for 90 days from the date of purchase, anywhere in the world. It is up to the *Insurer* to decide whether to repair, replace or reimburse the purchase price of an item that was lost stolen or damaged to the *Cardholder*.

# 23. EXCLUSION AND LIMITATIONS

The warranty applies only to the extent that the affected items are not otherwise covered. It does not cover:

- a) Traveller's cheques, cash (bank notes or coin), notes, tickets, negotiable items or other numismatic goods;
- b) Natural Animals or plants;
- c) Goods purchased by mail order, as long as the *Cardholder* has not received and accepted them;
- d) Golf balls;
- e) Motor vehicles, motor boats, airplane, motorcycles, scooters, plows, motor lawn mowers, golf carts, garden tractors and other motorized vehicles (except miniature electric vehicles for children) and their parts or accessories;
- f) Damage to sports equipment resulting from its use.

It does not apply either to the loss or theft of jewellery in luggage except in the case of carry-ons that were kept under the direct supervision of the *Cardholder* or of his travel companion (with the consent of the *Cardholder*).

It excludes loss or damage caused by fraud, misuse, abuse, manufacturing defects, hostile behaviors of any kind (including war, invasion, civil unrest and insurrection), seizure by the authorities, risks involved in smuggling, illegal activities, normal wear, floods, earthquakes, contamination by any radioactive substance, **Mysterious Disappearance** or manufacturing defects.

Items given as gifts by the *Cardholder* are covered, however any claims must be made by the *Cardholder*, not by the recipient of the gift.

Indirect damages and attorney's fees are not covered.

### **24. BENEFITS LIMITATIONS**

In the event of a claim, the *Cardholder* is entitled to compensation not exceeding the purchase price or the fraction of the purchase price of the insured item appearing on the *Laurentian Bank Visa Card Account* statement. When the loss concerns an item that is part of a set, you will receive no more than the value of that item regardless of any special value the item may have as part of the purchase price of the set.

The *Insurer* may at its discretion:

- a) Repair, rebuild or replace the lost or damaged item (in whole or in part), provided that the *Cardholder* is informed of its intention within **30 days** of receipt of the appropriate claim, this period could not exceed the one provided in Article 10. Insurer's response period;
- b) Provide a cash settlement up to the purchase price of the item in question, subject to the exclusions, conditions and restrictions of warranties stipulated in this contract.

# **25. LIMIT OF LIABILITY OF THE INSURER**

This coverage offers a lifetime maximum benefit of \$60,000 per *Account* and/or per *Cardholder*.

# **26. OTHER INSURANCE**

If the *Cardholder* is covered both under this insurance and another insurance of any type, that both cover the claim, the Purchase insurance will only come into play to compensate for the possible insufficiency of the other insurance and any applicable deductible, and only once said insurance has been exhausted. This is subject to exclusions, conditions and restrictions of the benefit stipulated in the contract. In no case may the insurance be contributing, notwithstanding any similar provision found in the other contracts.

# **EXTENDED WARRANTY BENEFIT**

# **27. INSURABLE RISK**

Extended warranty is granted when the *Cardholder* fully charges to his *Account* the price of the covered Items whose warranties are valid in Canada.

If the warranty is 5 years or less, this insurance automatically doubles the warranty period offered by the original manufacturer, up to a maximum of one full year, and without requiring a prior declaration, under the terms of its warranty (excluding any extension offered by the manufacturer or else). This benefit applies to most new items purchased with the *Laurentian Bank Visa Card* anywhere in the world, provided that the manufacturer's warranty is valid in Canada.

If the item has a warranty of five years or more from the manufacturer, the *Cardholder* must register the purchased item with the *Insurer* before the manufacturer's warranty expires by sending the vendor sales receipt (if available), a copy of the *Laurentian Bank Visa Card Account* statement, the item's serial number if it is known, the original manufacturer's warranty valid in Canada and designation of the item to the following address:

# **Claims department**

1981 McGill College Ave., suite 105

# **28. EXCLUSIONS AND LIMITATIONS**

The extended warranty ends automatically on the date the manufacturer ceases to carry on business for any reason whatsoever.

The extended warranty does not cover the following:

- a) Used items;
- b) Motor vehicles, motor boats, airplanes, motorcycles, scooters, plows, motor lawn mowers, golf carts, garden tractors and other motorized vehicles (except miniature electric vehicles for children) and their parts or accessories.

The extension applies only to the cost of parts and/or labor resulting from mechanical breakdown or defects in the insured item or from any other event specifically covered under the original manufacturer's warranty valid in Canada.

Items given as gifts by the *Cardholder* are however covered, but any claims must be made by the *Cardholder*, not by the recipient of the gift.

Bodily harm, property damage, indirect damages, punitive damages, exemplary damages and attorney's fees are not covered.

# **29. OTHER INSURANCE**

If the *Cardholder* is covered both under this insurance and another insurance of any type, that both cover the claim, the Purchase insurance will only come into play to compensate for the possible insufficiency of the other insurance and any applicable deductible, and only once said insurance has been exhausted. This is subject to exclusions, conditions and restrictions of the benefit stipulated in the contract. In no case may the insurance be contributing, notwithstanding any similar provision found in the other contracts.

# For Insureds OUTSIDE OF QUEBEC ONLY

# The following clauses are added to this Certificate.

# **30. ADDITIONAL STATUTORY REQUIREMENTS**

These conditions govern all policies in all Provinces except Quebec and we are legally required to attach them to this certificate. However, in some cases the *Insurer* has waived the requirement of some of these provisions so that all conditions in your favour remain intact.

# **31. ACTION OR PROCEEDING AGAINST AN INSURER**

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*.

# The following Statutory Conditions are also added to this certificate

# **32. MISREPRESENTATION**

If a person applying for insurance falsely describes the property to the prejudice of the *Insurer* or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the *Insurer* in order to enable it to judge the risk to be

undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

# **33. PROPERTY OF OTHERS**

The *Insurer* is not liable for loss or damage to property owned by a person other than the insured unless:

- a) Otherwise specifically stated in the contract; or
- b) The interest of the insured in that property is stated in the contract.

# **34. CHANGE OF INTEREST**

The *Insurer* is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

### **35. MATERIAL CHANGE IN RISK**

- a) The insured must promptly give notice in writing to the *Insurer* or its agent of a change that is:
  - i. Material to the risk; and
  - ii. Within the control and knowledge of the insured.
- b) If an *Insurer* or its agent is not promptly notified of a change under subparagraph a) of this section, the contract is void as to the part affected by the change;
- c) If an *Insurer* or its agent is notified of a change under subparagraph a) of this section, the *Insurer* may:
  - i. Terminate the contract in accordance with the Statutory Condition 36.; or
  - ii. Notify the *Insured Person* in writing that, if the *Insured Person* desires the contract to continue in force, the *Insured Person* must, within 15 days after reception of the notice, pay to the *Insurer* an additional premium specified in the notice.
- d) If the *Insured Person* fails to pay an additional premium when required to do so under subparagraph c) ii. of this section, the contract is terminated at that time and Statutory Condition 36. b) i. is applied in respect of the unearned portion of the premium.

# **36. TERMINATION OF INSURANCE**

The contract may be terminated:

- a) By the *Insurer* sending to the *Insured Person* a 15 days' notice of termination by registered mail or by personally delivering a 5 days' written notice of termination; or
- b) By the Insured Person at any time on request;
- c) If the contract is terminated by the *Insurer*:
  - i. The *Insure*r must refund the excess of premium actually paid by the *Insured Person* over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in this certificate; and

- ii. The refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- d) If the contract is terminated by the *Insured Person*, the *Insurer* must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in this certificate, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in this certificate;
- e) The 15 day period referred to in subparagraph a) of this section is effective from the day the registered mail is delivered to the insured person's postal address or when the tracking delivery notification is received.

# **37. REQUIREMENTS AFTER LOSS**

- a) On the happening of any loss or damage to insured property, the *Insured Person* must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:
  - i. Immediately give notice in writing to the Insurer;
  - ii. Deliver as soon as practicable to the *Insurer* a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
    - by giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;
    - by stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured Person knows or believes;
    - o by stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the *Insured Person*;
    - o by stating the amount of other insurances and the names of other *Insurers*;
    - o by stating the interest of the *Insured Person* and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
    - o by stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
    - o by stating the place where the insured property was at the time of loss.
  - iii. If required by the *Insurer*, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and;
  - iv. If required by the *Insurer* and if practicable:
    - o produce books of account and inventory lists;
    - o provide invoices and other vouchers verified by statutory declaration; and
    - o provide a copy of the written portion of any other relevant contract.

v. The evidence given, produced or provided under subparagraph a) iii. and iv. of this section must not be considered proofs of loss within the meaning of Statutory Conditions 41. and 42.

# 38. FRAUD

Any fraud or willfully false statement in a statutory declaration in relation to the particular required under Statutory Condition 35. invalidates the claim of the person who made the declaration.

# **39. WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 35. a) i. may be given and the proof of loss under Statutory Condition 35. a) ii. may be made:

- a) By the agent of the *Insured Person* if:
  - i. The Insured Person is absent or unable to give the notice or make the proof; and
  - ii. The absence or inability is satisfactorily accounted for; or
- b) By a person to whom any part of the insurance money is payable, if the *Insured Person* refuses to do so, or in the circumstances described in clause a) of this section.

# 40. SALVAGE

- a) In the event of loss or damage to *Insured Person* property, the *Insured Person* must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract. If necessary, remove the property to prevent loss or damage or further loss or damage to the property;
- b) The *Insurer* must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the *Insured Person* under subparagraph a) of this section.

# 41. ENTRY, CONTROL, ABANDONMENT

After loss or damage to the *Insured Person's* property, the *Insurer* has:

- An immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
- A further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, after the *Insured Person* has secured the property; but
  - i. Without the *Insured Person's* consent, the *Insurer* is not entitled to the control or possession of the insured property; and
  - ii. Without the *Insurer's* consent, there can be no abandonment to it of the insured property.

# **42. IN CASE OF DISAGREEMENT**

 a) In the event of disagreement as to the value of the *Insured Person's* property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the *Insured Person's* right to recover under the contract is disputed, and independently of all other questions;

- b) There is no right to a dispute resolution process under this section until;
  - i. A specific demand is made for it in writing; and
  - ii. The proof of loss has been delivered to the *Insurer*.

# 43. WHEN LOSS PAYABLE

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 35. and delivered to the *Insurer*.

# 44. REPAIR OR REPLACEMENT

- a) Unless a dispute resolution process has been initiated, the *Insurer*, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss;
- b) If the *Insurer* gives notice under subparagraph a) of this section, the *Insurer* must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the required work within a reasonable time.

## 45. NOTICE

Written notice to the *Insurer* may be delivered at, or sent by recorded mail to, the chief agency or head office of the *Insurer* in the province;

Written notice to the *Insured person* may be personally delivered at, or sent by recorded mail addressed to, the *Insured Person*'s last known address as provided to the *Insurer* by the *Insured Person*.

# APPENDIX 5 (a.31) - NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

# NOTICE GIVEN BY THE DISTRIBUTOR

In accordance with Section 440 of the Act respecting the distribution of financial products and services (Chapter D 9.2).

# THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

The Act allows you to cancel this insurance contract without penalty within 10 days of signing it. The *Insurer* may however grant you a longer period.

To do so, you must give the *Insurer* notice within the allotted time frame by registered mail or any means providing a confirmation of receipt.

Despite the cancellation of such insurance contract, the first contract will remain in force. Beware that you may lose advantageous conditions that were extended to you due to this contract. Contact your distributor or check your contract for more information.

Once the applicable period is expired, you may cancel your insurance at any time, but penalties may apply.

For further information, contact the Autorité des marchés financiers 1-877-525-0337 or visit www.lautorite.qc.ca

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# NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

To: Canassurance Insurance Company 1981 McGill College Ave., suite 105 Montreal, QC H3A 0H6

Date:

(date notice is sent)

Under Section 441 of the Act respecting the distribution of financial products and services, I hereby cancel insurance contract no.:

	(contract number, if available)
Agreed on:	
	(date contract was signed)
In:	C .
	(place contract signed)
(name of the client)	
	(signature of the client)
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