



Brightside™

Brightside Spend Mastercard

Certificate of Insurance

Effective December 1, 2019

American Bankers Insurance Company of Florida

Group Policy: ATB1219

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 below or to the applicable description of benefits and the paragraph below for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of December 1, 2019 and is provided to eligible Brightside Spend Mastercard Cardholders by American Bankers Insurance Company of Florida (hereinafter referred to as the “Insurer”) under Group Policy number ATB1219 (hereinafter referred to as “the Policy”) issued by the Insurer to ATB Financial (hereinafter referred to as 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 that alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate of Insurance may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

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

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

American Bankers Insurance Company of Florida - Canadian Head Office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

This Certificate of Insurance contains a clause which may limit the amount payable.

Definitions

Account means Your Brightside Spend Mastercard account.

Administrator means the Insurer and/or the service provider(s) arranged by the Insurer to provide claims payment and administrative services under the Policy.

Brightside Spend Mastercard means a Brightside Spend Mastercard issued by the Policyholder.

Cardholder means the Primary Cardholder and any supplemental Cardholder also resident in Canada who is issued a Brightside Spend Mastercard by the Policyholder and whose name is embossed on the card. Cardholder may be referred to as “You” or “Your”.

Dollars and “\$” means Canadian dollars.

User Privilege(s) means, with respect to an Account, that the Primary Cardholder has not advised the Policyholder in writing to close or for which the Policyholder has not suspended or revoked user privileges or otherwise closed or cancelled the Account.

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 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, excluding any extended warranty offered by the manufacturer or any third party.

Primary Cardholder means any natural person resident in Canada who is the applicant for and is issued a Brightside Spend Mastercard by the Policyholder.

Purchase Assurance

This benefit is in effect when You pay the FULL cost of the item(s) with Your Brightside Spend Mastercard.

Benefits: Purchase Assurance benefits are available automatically, without registration, to protect most new items of property purchased by You with Your Brightside Spend Mastercard card for ninety (90) days from the date of purchase against damage or theft anywhere in the world, subject to the Policy Limitations and Exclusions below. If such an item is lost, stolen or damaged, it will be repaired or replaced or You will be reimbursed the purchase price at the Administrator's discretion.

Limitations and Exclusions: Purchase Assurance benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Purchase Assurance benefits are not available in respect of the following:

- i. travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, negotiable instruments or other numismatic property of a similar nature;
- ii. items purchased and/or used by or for a business or for commercial gain;
- iii. animals or living plants;
- iv. mail order, internet, telephone or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- v. golf balls or other sports equipment damaged during the course of normal use;
- vi. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, 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 or accessories;
- vii. perishables, such as food and liquor, and/or goods consumed in use;
- viii. jewellery;
- ix. used, refurbished or previously owned items, including antiques, collectibles and fine arts;
- x. computers, software;
- xi. bodily injury, property damage, exemplary damages, consequential damages and legal fees;
- xii. losses caused by or resulting from 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;
- xiii. services, including delivery and transportation costs of items purchased.

Limits of Liability: Purchase Assurance benefits are limited to an item maximum of \$10,000 and a lifetime maximum of \$50,000 per Account. You will be entitled to receive no more than the original purchase price of the protected item as recorded on the Brightside Spend Mastercard sales receipt. When the protected item is part of a pair or set, You will receive no more than the value of the particular part or parts lost or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set. The Insurer, at its sole option, may elect to:

- i. repair, rebuild or replace the item lost or damaged (whether wholly or in part); or
- ii. pay You for said item, not exceeding the lesser of the original purchase price,

the replacement price or the repair cost thereof and subject to the exclusions, terms and limits of liability as stated in this Certificate of Insurance.

See General Provisions and Statutory Conditions below.

Extended Warranty

This benefit is in effect when You pay the FULL cost of the item(s) with an Original Manufacturer's Warranty with Your Brightside Spend Mastercard.

Benefits: Extended Warranty benefits for eligible items are available automatically, without registration, to provide You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one (1) full year on most items purchased new provided that, in all cases, automatic coverage is limited to the Original Manufacturer's Warranty of five (5) years or less. Most Original Manufacturer's Warranties over five (5) years will be covered if registered with the Administrator within the first year after purchase of the item (Refer to 'Registration').

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a covered item, or any other obligation that was specifically covered under the terms of the Original Manufacturer's Warranty.

Limitations and Exclusions: The Extended Warranty benefit ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

The Extended Warranty benefit does not cover the following items:

- i. automobiles, motorboats, aircraft, motorcycles, motorscooters, snowblowers, 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 or accessories;
- ii. computers;
- iii. services;
- iv. items purchased and/or used for business or for commercial gain;
- v. used items or refurbished items; or
- vi. bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

Registration: To register item(s) with an original Manufacturer's Warranty of more than five (5) years for the Extended Warranty benefit, You must send copies of the following items to the Administrator within one (1) year after the item is purchased. Call 1-866-305-0888;

- i. a copy of the original vendor sales receipt;
- ii. the customer copy of the Brightside Spend Mastercard sales receipt;
- iii. serial number of the item; and
- iv. the Original Manufacturer's Warranty.

Limits of Liability: Extended Warranty benefits are limited to the lesser of the cost to repair or replace or the original purchase price of the item including applicable taxes.

Claims

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

Filing a Claim: You must notify the Administrator by calling 1-866-305-0888 as soon as reasonably possible and PRIOR to proceeding with any action or repairs and no later than ninety (90) days from the date of loss or damage. You will then be sent a claim form.

You must complete and sign the claim form which must contain the time, place, cause and amount of loss, and include the following:

- i. the customer copy of the Brightside Spend Mastercard sales receipt and Your Account statement showing the payment;
- ii. the original vendor's sales receipt;
- iii. a copy of the Original Manufacturer's Warranty (for Extended Warranty Claims); and

- iv. a police, fire, insurance claim or loss report or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder.

Prior to proceeding with any repair services, You must obtain the Administrator's approval in order to ensure the eligibility for payment of Your claim. 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 Administrator in order to support Your claim.

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 will discharge the Insurer to the extent of this claim.

General Provisions and Statutory Conditions

Unless otherwise expressly provided herein or in the Policy, the following general provisions and Statutory Conditions apply to the benefits described in this Certificate of Insurance.

Gifts: Eligible items that You give as gifts are covered for Purchase Assurance and Extended Warranty benefits. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

Other Insurance: Purchase Assurance and 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. 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.

Termination of Coverage: Coverage ends on the earliest of:

- i. the date You cease to have User Privileges;
- ii. the date the Cardholder ceases to be eligible for coverage; and
- iii. the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

Notice and Proof of Claim: Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the Administrator. Your failure to provide notice or proof of claim within the time prescribed herein does not invalidate the claim if the notice or 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 give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after one (1) year, Your claim will not be paid.

Subrogation: Following payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Due Diligence: The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss or damage 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 Your province or territory.

False Claim: If You make a claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.

If You Have a Concern or Complaint: If You have a concern or complaint about Your coverage, please call the Insurer at **1-866-305-0888**. 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 above or at: <http://www.assurantsolutions.ca/consumer-assistance>.

Privacy Policy: 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 **1-888-305-0888** or from their website: <http://www.assurantsolutions.ca/privacy>. 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 above.

