

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

Certificate of Insurance
Restated as of February 1, 2019

HSBC Mastercard® Cardholders
Master Policy: HSBCS0805

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

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place.

The coverage outlined in this Certificate of Insurance is provided to eligible HSBC Mastercard Cardholders. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Coverage is underwritten by American Bankers Insurance Company of Florida (the "Insurer") under Master Policy: HSBCS0805 (the "Policy") issued by the Insurer to HSBC Bank Canada (the "Policyholder"). Claims payment and administrative services under the Policy are arranged by the Insurer.

Only the Policyholder may determine who is a Cardholder and whether an Account is in Good Standing, and consequently, whether the insurance pursuant to this Certificate has come into or is in force.

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 Canadian head office of American Bankers Insurance Company of Florida is: 5000 Yonge Street, Suite 2000, Toronto, Ontario, M2N 7E9.

DEFINITIONS

Throughout this document, all capitalized terms have the specific meaning provided below:

Account means the Primary Cardholder's HSBC Mastercard account which is in Good Standing with the Policyholder.

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

Cardholder means the Primary Cardholder and any supplemental Cardholder also resident in Canada to whom a supplemental HSBC Mastercard has been issued by the Policyholder and whose name is embossed on the card.

Dollars and "\$" means Canadian dollars.

Good Standing means an Account to which the Primary Cardholder has not advised the Policyholder to close; for which the Policyholder has not suspended or revoked Account privileges and which is not closed.

HSBC Mastercard means an HSBC Mastercard card issued by the Policyholder.

Insured Person means a Cardholder. Insured Person may also be referred to as "You" and "Your".

Original Manufacturer's Warranty means an express written warranty valid in Canada and issued by the original manufacturer of personal property, excluding any extended warranty offered by the manufacturer or any third party.

Primary Cardholder means the principal applicant for an Account who is a natural person, resident in Canada, to whom the Policyholder has issued an HSBC Mastercard.

EXTENDED WARRANTY INSURANCE

Benefits are available to the Cardholder only, to a lifetime maximum benefit of \$60,000 per Account. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

Benefits

Extended Warranty coverage automatically, without registration, provides You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one (1) additional year, on most personal items purchased new when the FULL cost of such items with an Original Manufacturer's Warranty is charged to the Account, subject to the Limitations and Exclusions below.

In all cases, Extended Warranty coverage is limited to personal items with an Original Manufacturer's Warranty of five (5) years or less. Most personal items with an Original Manufacturer's Warranty of more than five (5) years will be covered if registered with the Administrator within the first year of purchase. (Refer to the section "Registration" below).

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.

Extended Warranty benefits are limited to the lesser of the cost to repair or replace, not exceeding the original purchase price of the personal item as charged on the Account, including applicable taxes.

Registration (where Original Manufacturer's Warranty is longer than five (5) years)

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 of the purchase. Call 1-800-668-8680 from within Canada and the United States or 416-977-6066 collect from elsewhere in the world for further information:

- i. a copy of the original vendor sales receipt;
- ii. the "customer copy" of Your credit card receipt;
- iii. the serial number of the item; and
- iv. a copy of the Original Manufacturer's Warranty.

Limitations and Exclusions

Extended Warranty coverage ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

Extended Warranty does not cover the following:

- 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. services;
- iii. items purchased by a business, and/or used for business or commercial purpose or commercial gain; or

- iv. used items or refurbished items.

Extended Warranty does not provide benefits for:

- i. 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 or inherent product defects; or
- ii. bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

Gifts

Eligible items that You give as gifts are covered. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

Other Insurance

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 is 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, limitations and exclusions, and limits of liability set out in this Certificate of Insurance. This coverage does not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

How to Claim

Immediately after learning of any loss or occurrence, You must notify the Administrator by calling **1-800-668-8680** from within Canada and the United States or **416-977-6066** collect from elsewhere in the world.

The Administrator will send You the applicable claim form(s). Your failure to provide proof of loss within 90 days from the date of loss or damage may result in denial of the related claim.

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 Your credit card receipt and the Account statement showing the charge;
- ii. the original vendor's sales receipt;
- iii. a copy of the Original Manufacturer's Warranty; 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 action or repair services or replacement of the eligible item, 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 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 apply to the benefits described in this Certificate of Insurance.

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. You will then be sent a claim form.

Written notice of claim must be given to the Administrator as soon as reasonably possible after the occurrence or commencement of any loss covered by the Policy, but in all events must be provided no later than 90 days from the date of loss. Written notice given by or on behalf of the claimant or the beneficiary to the Administrator with information sufficient to identify You, shall be deemed notice of claim.

The appropriate completed claim forms, together with written proof of loss, must be delivered as soon as reasonably possible.

Failure to provide notice or furnish 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 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 year, Your claim will not be paid.

Payment of Claims

Benefits payable under the Policy will be paid upon receipt of full written proof of loss, as determined by the Insurer.

Copy of the Policy

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 at the address shown below:

Assurant
Canadian Head office
5000 Yonge Street, Suite 2000
Toronto, Ontario M2N 7E9

Termination of Insurance

Coverage for Insured Persons ends on the earliest of:

- i. the date the Account is cancelled, closed or ceases to be in Good Standing;
- ii. the date the Insured Person 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.

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 of or damage to property protected by the Policy.

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.

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 Primary 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 **1-800-668-8680**. 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 also 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: www.assurantsolutions.ca/consumer-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: 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.

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