

Certificate of Insurance and Statement of Service  
American Bankers Insurance Company of Florida

**Certificate of Insurance**

Effective February 19, 2019

HSBC +Rewards Mastercard® Cardholders

Master Policy: HSBC0219

**This Certificate of Insurance contains clauses 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. Refer to the Definitions section immediately after the Statement of Service and the paragraph following this one for the meaning of all capitalized terms.

Purchase Assurance and Extended Warranty are insurance coverages underwritten by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Master Policy number HSBC0219 (hereinafter referred to as the "Policy") issued by the Insurer to HSBC Bank Canada (hereinafter called the "Policyholder"). Claim payments and administrative services under the Policy are arranged by the Insurer.

The terms, conditions and provisions of the Policy are summarized in the 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. You, or a person making a claim under the 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 the Certificate of Insurance.

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

**PURCHASE ASSURANCE AND EXTENDED WARRANTY INSURANCE**

Purchase Assurance 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 Assurance**

Coverage is only available when the FULL cost of personal items is charged to the Account.

**Benefits**

Purchase Assurance coverage automatically, without registration, protects most new personal items purchased by You for 90 days from the date of purchase in the event of loss, damage or theft anywhere in the world, subject to the Limitations and Exclusions below. If such an item is lost, stolen or damaged, it will be replaced or repaired, or You will be reimbursed the purchase price charged to the Account, at the Administrator's discretion.

**Limitations and Exclusions**

Purchase Assurance 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.

Purchase Assurance benefits are not available in respect of the following:

- i. traveller's cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- ii. animals or living plants;
- iii. golf balls or other sports equipment lost or damaged during the course of normal use;

- iv. mail order, Internet, telephone purchases or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- v. automobiles, motorboats, airplanes, motorcycles, motor scooters, snowblowers, riding lawn mowers, golf carts, lawn tractors, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories;
- vi. perishables such as food, liquor and/or goods consumed in use;
- vii. jewellery and gems stored in baggage unless such baggage is hand carried under the personal supervision of the Cardholder or such Cardholder's Travel Companion with the Cardholder's knowledge;
- viii. used or previously owned or refurbished items, including antiques, collectibles and fine arts;
- ix. items purchased and/or used by or for a business or for commercial gain;
- x. losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, terrorism, 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;
- xi. bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees; or
- xii. services, including delivery and transportation costs of items purchased.

See General Provisions for Purchase Assurance and Extended Warranty Insurance below.

### **Extended Warranty**

Coverage is only available when the FULL cost of personal items with an Original Manufacturer's Warranty valid in Canada is charged to the Account.

### **Benefits**

Extended Warranty Insurance is 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 1 additional year, on most personal items purchased new and charged to the Account, provided that, in all cases, automatic coverage is limited to Original Manufacturer's Warranties of 5 years or less.

Extended Warranty benefits apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a covered item, where such obligation 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 or the original purchase price of the eligible item, including applicable taxes.

### **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.

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:

- i. aircraft, automobiles, motorboats, motorcycles, motor scooters, snowblowers, snowmobiles, 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 and/or used by or for a business or for commercial gain; or
- iv. bodily injury, property damages, consequential damages, punitive damages, exemplary damages or aggravated damages and legal fees.

### **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.

### **Gifts**

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

**Limits of Liability**

There is a maximum lifetime liability of \$60,000 per Account.

You will be entitled to receive no more than the original purchase price of the protected item as recorded on Your sales receipt.

When the covered 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.

**Other Insurance**

Purchase Assurance and Extended Warranty Insurance 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.

**How to Claim**

You must keep original receipts and other documents described herein to file a valid claim. Immediately after learning of any loss or occurrence, You must notify the Administrator by telephoning **1-800-668-8680** from 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 sales receipt and a copy of the Account statement showing the charge;
- 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 and/or other report of the occurrence of the loss sufficient for determination of eligibility for the benefit 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 made in good faith will discharge the Insurer to the extent of this claim.

**Termination of Coverage**

Coverage ends on the earliest of:

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

**Subrogation**

Following payment of a Cardholder'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 Cardholder 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 Cardholder. The Cardholder 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 Cardholder.

**Due Diligence**

The Cardholder 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/](http://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](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.

**End of the Certificate of Insurance****Statement of Service**

Effective February 19, 2019

**Price Protection Service**

Price Protection Service is provided by American Bankers Insurance Company of Florida. The service described herein is a service only, not insurance. Please refer to the Definitions section immediately after this Statement of Service 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, and You will not be returning the item, We 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 payment will be made for price differences of less than \$10 per item and the maximum payment amount will be \$500 per item, and a calendar year total maximum payments of \$1,000 per Account. 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.

If You return the item to the merchant, You are not eligible for Price Protection Service.

**Limitations and Exclusions**

Price Protection is not available with respect to the following:

- i. travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- ii. animals, living plants or perishables such as food and liquor and/or goods consumed in use (including but not limited to groceries and fuel);

- iii. computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
- iv. automobiles, motorboats, airplanes, motorcycles, motor- scooters, snowmobiles, riding lawnmowers, 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;
- v. one-of-a-kind items;
- vi. used or previously owned or refurbished items, including antiques, collectibles and fine art;
- vii. items purchased and/or used by or for a business or for commercial gain;
- viii. 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 of a request, You, not the recipient of the gift, must make the request for payment.

### **How to Request Price Protection Services**

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

You must notify the Administrator by telephoning **1-800-668-8680** as soon as You discover the advertised price difference. The Administrator 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:

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

Price Protection Service may be discontinued or amended upon notice to the Cardholder.

**End of Statement of Service.**

## **Definitions**

Throughout the Certificate of Insurance and Statement of Service, 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 administrative services under the Policy.

**Cardholder** means the Primary Cardholder and any supplemental Cardholder, who is a natural person, resident in Canada and who is also issued an HSBC Mastercard and whose name is embossed on the card. Cardholder may also be referred to herein using "You" and "Your."

**Dollars** and "\$" means Canadian dollars.

**Good Standing** means, with respect to an Account, that the Primary Cardholder has not advised the Policyholder to close it, it is in compliance with all terms of the Cardholder Agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

**HSBC Mastercard** means an HSBC +Rewards Mastercard issued by the Policyholder.

**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 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, and to whom the Policyholder has issued an HSBC Mastercard.

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