

CERTIFICATE OF INSURANCE

INSURANCE CERTIFICATE PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE

Chubb Insurance Company of Canada, 199 Bay Street, 199 Bay Street, Suite 2500, P.O. Box 139 Commerce Court Postal Station, Toronto, Ontario, M5L 1E2 (referred to in this certificate as the “Company”) provides the insurance for this certificate under Master Policy 9908-8690 (referred to in this certificate as the “Policy”). This certificate is not a contract of insurance and contains only a summary of the principal provisions of the Policy. A Cardholder or a claimant under the Policy may, on request to the Company, obtain a copy of the Policy, subject to certain access limitations permitted by applicable law. All benefits are subject in every respect to the Policy which alone constitutes the Agreement under which payments are made. This coverage may be cancelled, changed or modified at the option of ICICI at any time without notice.

This certificate outlines what Purchase Security & Extended Warranty Insurance is and what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. Confirmation of coverage or any questions concerning the details contained herein, please call 877-757-7971 (international toll free) or 416-649-6444 (local).

1. DEFINITIONS

Throughout this certificate, all bold, capitalized terms have the meanings described below:

“**Card**” means an ICICI Bank Rubyx Credit Card, ICICI Bank Coral Credit card or ICICI Bank Coral Secured Credit card.

“**Cardholder**” means the Primary Cardholder or Authorized User, as defined in the Card’s Cardholder Agreement, who are Canadian residents.

“**Computer Programs**” means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

“**Cyber Incident**” means any of the following acts:

- (a) unauthorized access to or use of a Cardholder’s Digital Data or an Insured Item;
- (b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Cardholder’s Digital Data an Insured Item;
- (c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against a Cardholder’s Digital Data or an Insured Item;
- (d) restriction or inhibition of access to or directed against Cardholder’s Digital Data or an Insured Item; or
- (e) computer errors, including human operating error or omission; power failure, surge, or diminution of electronic

systems; or mistakes in legitimate electronic code or damage from code installed on an Insured Item during the manufacturing process, upgrade process, or normal maintenance.

“**Digital Data**” means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of an Insured Item to store information, process information, and transmit information over the internet.

“ICICI” means ICICI Bank Canada.

“Insured Item” means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes), for which the full Purchase Price is charged to the Card.

“Manufacturer’s Warranty” means an expressly written warranty issued by the manufacturer of the Insured Item at the time of purchase. The manufacturer’s warranty must be valid in Canada or the United States. The manufacturer’s warranty must be provided free of charge with the purchase of the Insured Item and must not be an extended or supplemental warranty that is purchased.

“Other Insurance” means any and all policies of insurance or indemnity which provide additional coverage to a Cardholder for loss, theft or damage covered under this Policy and as further defined in Section 5 of this certificate.

“Purchase Price” means the actual cost of the Insured Item, including any applicable sales tax, as shown on the store receipt.

“You” and “Your” mean the Cardholder.

2. PURCHASE SECURITY

a) Coverage – The Purchase Security feature automatically, without registration, protects most new items of personal property when the full Purchase Price is charged to the Card by insuring the item for ninety (90) days from purchase in the event of loss, theft or damage, anywhere in the world, if the item is not covered by Other Insurance. If the item is lost, stolen or damaged, it will be replaced, repaired, or the Cardholder will be reimbursed, at the discretion of the Company. Items the Cardholder gives as gifts are covered under Purchase Security subject to compliance with the terms and conditions of the Policy.

b) Excluded Items – Purchase Security does not provide coverage for the following items: travellers’ cheques, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, art objects, animals, living plants, services, any item purchased by and/or used for a business or commercial purpose, used and pre-owned items including antiques and demos, perishables such as food and liquor, ancillary costs incurred in respect of an Insured Item and not forming part of the Purchase Price; automobiles, motorboats, airplanes, and any other motorized vehicles, parts, accessories and labour thereof.

Jewellery in baggage is covered only if hand carried by the Cardholder or by a person travelling with the Cardholder previously known to the Cardholder. Jewellery stolen from baggage not hand carried is not covered unless the Cardholder’s baggage is stolen in its entirety; in which case, the loss is subject to a limitation of \$2,500 per incident.

3. EXTENDED WARRANTY INSURANCE

a) Coverage – The Extended Warranty Insurance feature automatically, without registration, provides Cardholders with double the term of the Manufacturer’s Warranty up to a maximum of one additional full year commencing immediately following the expiry of the applicable Manufacturer’s Warranty on most items purchased in Canada, the United States or worldwide when the full Purchase Price is charged to the Card and the original Manufacturer’s Warranty is honoured in Canada or the United States. Valid Manufacturer’s Warranties of up to five years are eligible under this Extended Warranty Insurance. Items the Cardholder gives as gifts are covered under Extended Warranty Insurance subject to compliance with the terms and conditions of the Policy.

b) Excluded Items – Extended Warranty Insurance does not cover the following items and services: automobiles, motorboats, airplanes and other motorized vehicles, and parts and accessories thereof; services; dealer and assembler warranties, normal wear and tear, used and pre-owned items, including demos, normal course of play, negligence, misuse and abuse, inherent product defects, willful acts or omission and improper installation or alteration, ancillary costs, any product purchased by and/or used for a business or commercial purpose, and any repair or replacement that would not have been covered under the Manufacturer’s Warranty.

4. ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS APPLICABLE TO PURCHASE SECURITY & EXTENDED WARRANTY INSURANCE

a) Limits of Liability – There is a maximum total limit of liability per Cardholder of \$10,000 for claims under Purchase Security & Extended Warranty Insurance in respect of all ICICI cards held by a Cardholder. The Cardholder is entitled to receive the lesser of: the cost of repairs; the actual cash value immediately prior to the loss; the Purchase Price of the Insured Item; or the Cardholder’s credit limit as authorized by the Insured. Claims for Insured Items belonging to and purchased as a pair or set will be paid for at the full Purchase Price of the pair or set providing that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of a pair or set are usable individually, liability will be limited to payment equal to a proportionate part of the Purchase Price that the number of lost, stolen or damaged parts bear to the number of parts in the complete pair or set. The Company, at its sole option, may elect to (a) repair, rebuild, or replace the item lost, stolen or damaged (whether in whole or in part) or (b) pay cash for said item, not exceeding the Purchase Price thereof and subject to the exclusions, terms and limits of liability as stated in the Policy.

b) **Exclusions** – Losses resulting from fraud, abuse, hostilities of any kind (including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, willful acts or omissions, normal wear and tear, normal course of play, flood, earthquake, radioactive contamination, inherent product defect, items consumed in use, or mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another), a Cyber Incident are not covered under Purchase Security & Extended Warranty Insurance nor are incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

5. OTHER INSURANCE

The insurance extended by the Company is issued strictly as excess coverage and does not apply as contributing insurance. This Policy is not a substitute for Other Insurance and covers Cardholders only to the extent a permitted claim for an Insured Item exceeds the coverage of Other Insurance. This Policy also provides coverage for the amount of the deductible of Other Insurance. The coverage afforded by the Company takes effect only when the limits of the Other Insurance have been reached and paid to the Cardholder regardless of whether the Other Insurance contains provisions purporting to make the coverage of such Other Insurance non-contributory or excess.

6. SUBROGATION

As a condition to the payment of any claim to a Cardholder under the Policy, the Cardholder shall, upon request, transfer the damaged item to the Company and assign to the Company all legal rights which the covered person has against all other parties for the loss. The Cardholder shall give the Company all such assistance as the Company may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the Cardholder.

7. BENEFITS TO CARDHOLDER ONLY

This protection shall insure only to the benefit of the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable, to the benefits. The Cardholder shall not assign these benefits without prior written approval of the Company. Permission is granted for the Cardholder to transfer benefits on gifts as provided in the program description and the Policy.

8. DUE DILIGENCE

The Cardholder shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to property protected by Purchase Security & Extended Warranty Insurance. The Company will not unreasonably apply this provision to avoid claims under the Policy. Where damage or loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Cardholder shall give immediate notice to the police or other authorities having jurisdiction. The Company will require evidence of such notice with the loss report prior to settlement to a claim.

9. FALSE CLAIM

If a Cardholder makes any claim knowing it to be false or fraudulent in any respect, such Cardholder shall no longer be entitled to the benefits of these protections nor to the payment of any claim made under the Policy.

10. 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 (or other applicable legislation) in the Cardholder's province or territory of residence.

11. NOTICE OF LOSS/PROOF OF LOSS/PAYMENT OF CLAIMS

TO SUBMIT A CLAIM, PLEASE CALL:

877-757-7971 (international toll free)

416-649-6444 (local)

Notice of any such occurrence of loss, theft or damage of an Insured Item must be given within forty-five (45) days thereafter. A Cardholder's failure to give such notice within forty-five (45) days after the loss, theft or damage to the Insured Item may result in denial of the related claim. In the event that the Cardholder has homeowner's or tenant's insurance (primary insurance), the Cardholder must file with the insurer of that coverage in addition to filing with the Company. If the loss, theft or damage is not covered under the primary insurance, the Cardholder may be required to provide a letter from the primary insurer indicating so, and/or a copy of their policy. In addition, the Cardholder must, within ninety (90) days from the date of the loss, theft or damage, complete, sign and return the Company's Loss Report to the Company.

The Cardholder must provide details to substantiate the loss, theft or damage, together with original copies, not photocopies, of the Cardholder's receipt and/or the statement, store receipt, Manufacturer's Warranty where applicable, police report, if obtainable, fire insurance claim or loss report, primary insurance documentation and payment, if the Cardholder has Other Insurance, and any other information reasonably necessary to determine the Cardholder's eligibility for benefits hereunder.

If the item is lost, stolen or damaged the Cardholder may be required to replace the item and provide original copies of both receipts. Prior to proceeding with any repair services the Cardholder must obtain approval for the repair services and of the repair facility from the Company. At the Company's sole discretion, the Cardholder may be required to send at the Cardholder's expense and risk, the damaged item on which a claim is based to the address designated by the Company. The Company's payment made in good faith will discharge the Company to the extent of this claim.

Please submit your claim documents to:
Crawford and Company (Canada) Inc.
National Claims Management Centre
100 Milverton Drive, Suite 300
Mississauga, Ontario L5R 4H1
Fax - 905-602-0185
Email: visanac@crawco.ca

12. CANADIAN CURRENCY

All payments shall be payable in the lawful currency of Canada. All benefits limits indicated are in Canadian currency.

13. SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibits the Company from providing insurance, including, but not limited to, the payment of claims.

14. PROTECTING CARDHOLDER'S PRIVACY

At Chubb, we are committed to protecting our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and coordinating coverage with other insurers. For these purposes, we, our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

15. COMPLAINTS PROCEDURES

If You have a complaint or inquiry about any aspect of this insurance coverage, please call toll-free 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason You are not satisfied with the resolution to their complaint or inquiry, You may communicate their complaint or inquiry in writing to our complaints officer:

Chubb Insurance Company of Canada
199 Bay Street, Suite 2500
P.O. Box 139 Commerce Court Postal Station
Toronto, ON M5L 1E2
Email: complaintscanada@chubb.com

If You are still not satisfied with the resolution to their complaint or inquiry, You may communicate their complaint or inquiry to:

General Insurance OmbudService
Toll-free 1-877-225-0446
<https://www.giocanada.org/complaint-form/>

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