

Vancity Community Investment Bank Shared Interest™ Visa* Business Card Liability Waiver Insurance Certificate

This certificate is a valuable source of information. Please keep it in a safe place.

1. What is Vancity Community Investment Bank Shared Interest Visa Business Card Insurance?

The Vancity Community Investment Bank Shared Interest Visa Business Liability Waiver Insurance program allows Eligible Companies that hold a Vancity Community Investment Bank Shared Interest Visa Business Card Account Agreement to request Vancity Community Investment Bank to waive the Eligible Company's liability for certain Unauthorized Charges made by its employee Cardholders.

2. Who Provides the Insurance?

This program is insured by Chubb Company of Canada. The policy number is WOL - 9908-8697.

3. What is the Maximum Amount of Insurance?

The Vancity Community Investment Bank Liability Waiver Insurance program will waive the Eligible Company's liability for Unauthorized Charges up to \$100,000 per Card Account, subject to the terms, conditions, limitations and exclusions in this Certificate.

4. Definitions

Account Agreement - the agreement between the Eligible Company and Vancity Community Investment Bank governing the Eligible Company's Card account.

Affidavit of Waiver - a written request sent to Vancity Community Investment Bank from the Eligible Company requesting Vancity Community Investment Bank to waive the Company's Unauthorized Charges in accordance with the terms and conditions of this program.

Card - mean a Vancity Community Investment Bank Shared Interest Visa Business Card issued by Vancity Community Investment Bank Shared to the Eligible Company.

Cardholder - the designated employee of an Eligible Company who is over 18 years of age and who is authorized to use the card for Eligible Company business only.

Charges - the amounts, billed or unbilled, including purchases and cash advances, charged to the Cardholder's card.

Computer Programs - 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:

- unauthorized access to or use of an Eligible Company's Digital Data;
- alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of an Eligible Company's Digital Data;
- transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against an Eligible Company's Digital Data;
- restriction or inhibition of access to or directed against an Eligible Company's Digital Data; or
- 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 a rental vehicle during the manufacturing process, upgrade process, or normal maintenance.

Digital Data - information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as 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.

Date of Notification of Employment Termination - the date the Eligible Company gives or receives a written notice of immediate or pending employment termination of a Cardholder or the date on which the Cardholder leaves the Eligible Company's service whichever is earlier, or if the Cardholder is a member of a Bargaining unit of a union and the employer contract includes grievance procedures, the date the Eligible Company files a grievance with the labour arbitrator recommending the Cardholder's employment be terminated.

Eligible Company - a corporation, partnership, sole proprietorship or any other entity which has signed and still has an active and in force card Account Agreement with Vancity Community Investment Bank.

Unauthorized Charges - is defined in Section 5 below.

Waiver Date - is the date on the Request for Waiver Letter sent from the Eligible Company to the Vancity Community Investment Bank.

5. What are Unauthorized Charges?

"Unauthorized Charges" are Charges to a Cardholder's card incurred by a Cardholder:

- which are charged without the approval of the Eligible Company and/or which do not benefit the Eligible Company directly or indirectly in whole or in part; or
- for which the Eligible Company has reimbursed the Cardholder but the Cardholder has not paid Vancity Community Investment Bank.

Provided that such Unauthorized Charges:

- are billed within the seventy-five (75) days preceding the Date of Notification of Employment Termination, or preceding the date Vancity Community Investment Bank receives the request from the Eligible Company to cancel the card on which Unauthorized Charges were incurred;
- are billed up to fourteen (14) days after Vancity Community Investment Bank has received a request to cancel the Cardholder's Card but were incurred prior to such request being received and provided the Eligible Company must have notified Vancity Community Investment Bank within two (2) business days of the Date of Notification of Employment Termination;
 - are discovered not later than 75 days after the termination of:
 - the insurance policy WOL - 9908-8697; or
 - the insurance in respect of the Eligible Company; whichever occurs first.

Auditors fees incurred with the insurer's written consent solely to substantiate the amount of the claim are covered.

6. What are Not Waivable Charges?

The following Charges are excluded and not covered by this policy, whether they are Unauthorized Charges or authorized Charges.

- Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Eligible Company's outstanding shares, or persons who are not employees of the Eligible Company at the time Charges were incurred.
- Interest or fees imposed by Vancity Community Investment Bank on outstanding unpaid Charges.
- In cases where Vancity Community Investment Bank invoices the Cardholder, any amount on a cheque submitted by a Cardholder which is not honoured by the Cardholder's financial institution, if the Cardholder has, within the last twelve (12) months, submitted any other cheque to Vancity Community Investment Bank which was not honoured by the Cardholder's financial institution.
- Charges to purchase goods or services for the Eligible Company or bought for someone else if instructed or approved by the Eligible Company will not be covered. However, these Charges would be covered if Vancity Community Investment Bank bills the Cardholder directly, where the Eligible Company has reimbursed the Cardholder and the Cardholder has not paid Vancity Community Investment Bank.
- Charges billed by the Cardholder more than fourteen (14) days after Date of Notification of Employment Termination.
- Charges billed by the Cardholder more than fourteen (14) days after Vancity Community Investment Bank receives the request by the Eligible Company to cancel the Card.
- Charges billed on, or after the Date of Notification of Employment Termination if such notification of employment termination was not sent to Vancity Community Investment Bank within two (2) business days of the Date of Notification of Termination.
- Charges billed where the Eligible Company has not notified Vancity Community Investment Bank in writing to cancel Card within two (2) business days of the Eligible Company's intention to cancel or no longer authorize usage of the Cardholder's Card.
- Charges resulting from either a lost or stolen Card or Charges to a Card which is closed, frozen or ninety (90) or more days delinquent.
- Cash advances, after the Date of Notification of Employment Termination or immediately after Vancity Community Investment Bank receives the request by the Eligible Company to cancel the Card, in excess of \$300.00 per day per Cardholder, or a maximum of \$1,000.00 per Cardholder, whichever is less.
- Any interest on money owing.
- Charges resulting from a Cyber Incident.

7. What are the Responsibilities of the Eligible Company?

Notification to Vancity Community Investment Bank. The Eligible Company may request that Vancity Community Investment Bank waive the Eligible Company's liability for Unauthorized Charges only if the Eligible Company meets all of the following requirements:

- The Eligible Company must use its best efforts to retrieve the Cardholder's Card from the employee and must notify Vancity Community Investment Bank in writing to cancel Card within two (2) business days:
 - the Date of Notification of Employment Termination or;

- (ii) its intention to cancel or no longer authorize usage of the Cardholder's Card.
- B. The Eligible Company must notify Vancity Community Investment Bank in writing to cancel the card such letter must state:
 - (i) If applicable, state the Cardholder's employment has terminated and the Date of Notification of Employment Termination.
 - (ii) If applicable, state the Cardholder's card is cancelled or no longer authorized.
 - (iii) The Cardholder's name, card number, home address and if the employee was terminated, the last known business addresses.
 - (iv) If the card was retrieved from the Cardholder and, if so, the date it was retrieved and confirmation that such card is still in the Eligible Company's possession or the credit card is enclosed therein.
 - (v) The Eligible Company requests the waiver of Unauthorized Charges.

Notification to Cardholder. In cases where Vancity Community Investment Bank sends its statements directly to the Cardholder, the Eligible Company must deliver to the Cardholder or send by first-class mail in writing, a notice stating the Cardholder's Vancity Community Investment Bank Shared Interest Visa Business Card has been cancelled, and instruct the Cardholder to:

- A. immediately discontinue all use of that Card;
- B. immediately pay any outstanding amounts owed to Vancity Community Investment Bank; and
- C. immediately return the Card to the Eligible Company.

If the Eligible Company knows that a Cardholder is receiving reimbursement for Charges but is not paying Vancity Community Investment Bank for those Charges, the Eligible Company must promptly give written notice to Vancity Community Investment Bank.

The Eligible Company will not name any person to receive a Vancity Community Investment Bank Shared Interest Visa Business Card on any of its present or future accounts if that person has been named at any time by the Eligible Company in an Affidavit of Waiver.

8. How To Make a Claim

- A. An authorized official of the Eligible Company must send an Affidavit of Waiver to Vancity Community Investment Bank in writing. The Affidavit of Waiver must be sent within thirty (30) days of the employee's Date of Notification of Employment Termination or the date of the Eligible Company's intention to cancel the Cardholder's Card.
- B. All claim documents must be filed with the insurer within six (6) months from the employee's Date of Notification of Employment Termination.

9. Inquiries

Please direct any claim inquiries to:

Crawford and Company (Canada) Inc.
 National Claims Management Centre
 400 – 90 Matheson Boulevard West
 Mississauga, Ontario L5R 2R3
 Phone: **1-855-897-8512**
 Fax: **905-602-0185**
 Email: **newhumanriskclaims@crowco.ca**

Please refer to the program Vancity Community Investment Bank Shared Interest Visa Business Liability Waiver Insurance and the policy number WOL - 9908-8697.

10. Recovery

- A. If the Eligible Company recovers any amounts for Unauthorized Charges from any source after the Eligible Company has filed an Affidavit of Waiver with the Vancity Community Investment Bank, the Eligible Company will remit all such amounts to Vancity Community Investment Bank. The Eligible Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the Vancity Community Investment Bank. The Eligible Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the insurer.
- B. Vancity Community Investment Bank agrees to forward any recovered amounts to the insurer, if the insurer has already reimbursed Vancity Community Investment Bank for the Unauthorized Charges.

11. Other Insurance

This program does not cover losses that are covered by other insurance, and/or, losses that would have been paid if this program did not exist. Losses that are above those covered by other insurance as noted, but less than the limit of this coverage are eligible for payment.

12. Termination

Coverage under this policy will automatically terminate on the earliest of the following:

- A. the date the Eligible Company's Card account agreement is cancelled; or
- B. the date the insurance policy terminates, or;
- C. thirty (30) days after the date of written request for cancellation by Vancity Community Investment Bank.

13. Misstatement

Any fraud, misstatement or concealment by the Eligible Company either in regard to any matter affecting this insurance or in connection with the making of a claim shall render this insurance null and void.

14. Currency

All claims will be paid in Canadian dollars.

15. Access to Documentation

The Eligible Company, and any claimant under the insurance, may request a copy of the Policy, subject to certain access restrictions.

16. Sanctions

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

17. Limitations of Actions

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 province or territory where the Eligible Company's head office is located.

18. 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

19. Complaints Procedures

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

If for some reason the Eligible Company is not satisfied with the resolution to their complaint or inquiry, the Eligible Company 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 the Eligible Company is still not satisfied with the resolution to their complaint or inquiry, the Eligible Company may communicate their complaint or inquiry to:

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

This Certificate is not a contract of insurance. It contains only a summary of the principal provisions of the policy. In the event of any conflict between the description of coverage in this certificate and the policy, the policy will govern.

Vancity Community Investment Bank™

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