

# DISTRIBUTION GUIDE

Purchase insurance  
and extended warranty

## CREDIT CARD INSURANCE PROVIDED BY LAURENTIAN BANK OF CANADA

Name and Address of Insurer:

**Industrial Alliance Pacific General Insurance Corporation**

1080 Grande Allée West

Quebec, Quebec G1S 1C7

Telephone: 418-684-5000, Fax: 418-684-5185

**Canassurance Insurance Company**

550 Sherbrooke West

Montreal, Quebec H3A 3S3

Telephone: 1-877-287-8334, Fax: 1-866-286-8358

Name and Address of Distributor:

Laurentian Bank of Canada



**LAURENTIAN  
BANK**



### RESPONSIBILITY OF THE AUTORITÉ DES MARCHÉS FINANCIERS

The Autorité des marchés financiers has not expressed an opinion on the quality of the product offered in this guide. The *Insurer* alone is responsible for any discrepancies between the wording of the guide and the policy.

## TABLE OF CONTENTS

<b>WHY A DISTRIBUTION GUIDE?</b>	3
<b>DEFINITIONS</b>	4
<b>NATURE OF COVERAGE</b>	5
A) Purchase insurance	5
Exclusions, limitations or reductions	5
B) Extended warranty	6
Exclusions, limitations or reductions	7
<b>SUMMARY OF CONDITIONS</b>	8
A) Eligibility	8
B) Maximum amounts covered	8
C) Beneficiary	8
D) Validity of insurance and premium	8
E) Coverage start and end dates	8
F) Due diligence	9
G) Other insurance	9
H) Subrogation	9
I) Fraud or false claim	9
J) Currency	9
K) Other information	9
Notice regarding the establishment of a personal information file	9
Authorization regarding collection of personal information and its disclosure to third parties	10
<b>CLAIMS</b>	11
A) Submitting a claim	11
B) Response period	11
C) Appealing a decision and recourse	11
<b>ADDITIONAL INFORMATION</b>	12
<b>REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS</b>	13
<b>SIMILAR PRODUCTS</b>	14
Notes	14
<b>NOTICE OF CANCELLATION OF INSURANCE CONTRACT</b>	15



# WHY A DISTRIBUTION GUIDE?

The purpose of this distribution guide is to describe the insurance offered in clear and simple language so you can easily understand it and judge for yourself if this product is right for you without an insurance adviser being present.

This guide also outlines the main exclusions and limitations of the insurance policy.

If you would like additional information about this product or about any other product or service offered by Laurentian Bank, you can call 1-800-252-1846 anytime day or night.

**Attention: Words in *bold* and *italics* are defined in the “Definitions” section of this guide.**

# DESCRIPTION OF THE INSURANCE

## DEFINITIONS

Here are a few definitions to help you understand the policy:

**Insurer** : means Industrial Alliance Pacific General Insurance Corporation and Canassurance Insurance Company.

**Laurentian Bank Visa\* Card** : means a credit card issued by the Laurentian Bank. All conditions of the Agreement between the Laurentian Bank and the **Cardholder** must be met.

**Account** : means the **Cardholder's Laurentian Bank Visa Card** account in **Good Standing**.

**Mysterious Disappearance** : means an object cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to reasonable inference that a theft occurred.

**Good Standing** : means a credit card **Account** that is not restricted, charged off, fraudulent or bankrupt.

**Insured Person** : means any **Cardholder**.

**Cardholder** : means a person to whom a **Laurentian Bank Visa Card** has been issued and whose name is on the card. The cardholder must be a resident of Canada and his or her Laurentian Bank Visa **Account** must be in **Good Standing**.

# NATURE OF COVERAGE

This insurance product protects purchases made with your **Laurentian Bank Visa Card**.

## A) Purchase insurance

This purchase insurance automatically protects most items purchased with your **Laurentian Bank Visa Card** against all risks of direct loss or damage for 90 days from the date of purchase. However, the coverage does not apply to items covered by other insurance.

It is up to the **Insurer** to decide whether to repair, replace or reimburse the purchase price of an item that is lost, stolen or damaged.

## EXCLUSIONS, LIMITATIONS OR REDUCTIONS

### CAUTION

#### ■ EXCLUSIONS

Your purchase insurance does **NOT** cover the following:

- » Traveller's cheques, cash (paper or coin), tickets, negotiable instruments or other numismatic property
- » Animals or plants
- » Golf balls
- » Sports equipment (except in case of theft)
- » Any motor vehicle or motor vehicle parts or accessories
- » Mail order purchases until delivered and accepted by the *Cardholder*
- » Jewellery lost or stolen from baggage
- » Damage to sports equipment resulting from its use

Your purchase insurance does NOT cover losses resulting from the following:

- » Normal wear and tear, abuse, or manufacturing defect
- » War, rebellion, insurrection or hostilities of any kind
- » Fraud, confiscation by authorities or participation in illegal activities
- » Flood, earthquake, radioactive contamination
- » *Mysterious Disappearance*

Indirect damages and attorney's fees are not covered by this insurance

#### ■ LIMITATIONS

When the loss concerns an item that is part of a set, you will receive no more than the value of that item regardless of any special value the item may have as part of the purchase price of the set.

There is a lifetime maximum benefit per *Account* and/or per *Cardholder* of \$60,000.

### B) Extended warranty

This insurance automatically doubles the period of repair services under the manufacturer's warranty (to a maximum of one full year). The conditions of the manufacturer's warranty apply to this extended period as well.

This benefit applies to most new items purchased with your **Laurentian Bank Visa Card**, provided the manufacturer's warranty is valid in Canada.

The extended warranty applies only to costs of parts and labour required because of the mechanical breakdown or failure of a protected item or any other event specifically covered under the original manufacturer's warranty.

**CAUTION****■ EXCLUSIONS**

The extended warranty does not cover the following:

- » Used items
- » Motor vehicles, their parts and accessories
- » Articles for which the manufacturer's warranty is not valid in Canada

Bodily injury, property damage, indirect damages, punitive damages, exemplary damages and attorney's fees are not covered.

The extended warranty does not apply to items covered by any other complementary extended warranty insurance.

**■ LIMITATIONS**

If the item is guaranteed for five years or more by the manufacturer, the *Cardholder* must register the purchased item with the *Insurer* before the manufacturer's warranty expires by sending the following to the *Insurer*:

- » The vendor sales receipt
- » A copy of the *Laurentian Bank Visa Card* sales receipt
- » A copy of the manufacturer's warranty
- » A description of the item and its serial number

The documents must be sent to the following address:

Claims

550 Sherbrooke West, Suite B9  
Montreal, Quebec H3A 3S3

The extended warranty ends automatically on the date the manufacturer ceases to carry on business for any reason whatsoever.

# SUMMARY OF CONDITIONS

## A) Eligibility

This insurance is offered to anyone who is a resident of Canada and a **Laurentian Bank Visa Cardholder**.

Only the **Cardholder** may benefit from this insurance policy. No other person or entity may receive benefits from this insurance.

Items given as gifts by the **Cardholder** are, however, covered, but any claims must be made by the **Cardholder**, not by the recipient of the gift.

## B) Maximum amounts covered

There are no maximum amounts for the extended warranty benefit.

Purchase insurance benefits are limited to a lifetime maximum of \$60,000 per **Account** and/or per **Cardholder**.

## C) Beneficiary

Benefits are available only to the **Cardholder** even when the item for which a claim is made was given as a gift.

Benefits may not be assigned under this insurance.

## D) Validity of insurance and premium

The insurance is valid only if the **Cardholder's Account** is in **Good Standing** at the time of the loss for which a claim is made.

In addition, the full cost of the item must have been charged to the **Cardholder's Laurentian Bank Visa Card**.

There are no charges or premiums to pay to benefit from this insurance.

## E) Coverage start and end dates

Coverage starts on the later of the following two dates:

- » September 1<sup>st</sup>, 1999
- » The date on which the **Laurentian Bank Visa Card** was issued

Coverage ends on the date of the first of the following events:

- » You no longer fit the description of a **Cardholder**
- » The **Cardholder** stops living in Canada
- » The insurance contract is cancelled



## F) Due diligence

The **Cardholder** shall take all reasonable measures to avoid or diminish any loss of or damage to property protected by this insurance.

## G) Other insurance

Benefits payable under this policy are reduced by any amounts payable under other insurance, a government plan or another warranty program, whether or not you file a claim.

## H) Subrogation

If you acquire a right of action against a third party, the **Insurer** acquires your right up to the amounts reimbursed by the **Insurer**.

## I) Fraud or false claim

Any attempt at fraud or false statement will result in cancellation of your insurance coverage, and all claims, even if valid, will be refused.

## J) Currency

All sums of money in this guide are in Canadian currency. Any payments to the **Cardholder** will be made in Canadian currency at the exchange rate in effect at the time of the payment.

## K) Other information

### NOTICE REGARDING THE ESTABLISHMENT OF A PERSONAL INFORMATION FILE

Personal information that the **Insurer** holds or will hold regarding any **Insured Person** is treated confidentially and will be kept in a file whose purpose is to allow the **Insured Person** to benefit from the financial, insurance, annuity, credit and other services the **Insurer** offers. The information will be consulted only by members of the **Insurer's** personnel who must do so to perform their duties.

The **Insured Person** may have access to his or her file and have any information in the file that is incorrect, incomplete, ambiguous, out-of-date or unnecessary corrected by sending a written request to the **Insurer**.

## AUTHORIZATION REGARDING COLLECTION OF PERSONAL INFORMATION AND ITS DISCLOSURE TO THIRD PARTIES

Unless the ***Insurer*** is informed otherwise in writing, the ***Insured Person*** gives express authorization to Laurentian Bank or any company operating a database to provide the ***Insurer*** or its reinsurers or third party administrator, anything required to manage the insurance contract.

In the event of death, the ***Insured Person*** authorizes his or her beneficiaries, heirs or estate liquidator to provide the ***Insurer*** or its reinsurers or third party administrator, any information or authorizations required to assess claims and obtain supporting documents.

Should this authorization be revoked, the insurance will terminate automatically.

# CLAIMS

## A) Submitting a claim

You must submit the following within 90 days of the event giving rise to your claim:

- » The completed and signed Loss Report
- » Copy of the Visa sales receipt
- » Copy of the vendor sales receipt
- » Copy of the original manufacturer's warranty (when applicable)
- » Copy of a police, fire or insurance report, or any other evidence that can establish your right to benefits

Contact the Customer Service department at 1-877-287-8334 to obtain the required form. The form must be submitted to:

Claims

550 Sherbrooke West, Suite B9  
Montreal, Quebec H3A 3S3

## B) Response period

The **Insurer** has 30 business days following receipt of all documents needed to process your file to either pay you the benefit or refuse your claim in writing, explaining the reason or reasons for this decision.

## C) Appealing a decision and recourse

Claims Review

550 Sherbrooke West, Suite B9  
Montreal, Quebec H3A 3S3

Any appeal must be exercised within 12 months following the refusal.

An acknowledgement letter will be sent upon reception of your appeal. The results of the review will be communicated to you within the following four months, in writing or by telephone.

In addition, you may at any time request that your file be transferred to the Autorité des marchés financiers. You may also consult the Autorité des marchés financiers or your own legal counsel.

# ADDITIONAL INFORMATION

For more information about your insurance policy, you can call at:

**1-877-287-8334**

# REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS

For more information about the *Insurer's* or the distributor's obligations to you, contact the Autorité des marchés financiers at the following address:

**Autorité des marchés financiers**

Place de la Cité, Tour Cominar  
2640 Laurier Boulevard, 4th Floor  
Quebec City QC G1V 5C1

Toll-free: 1-877-525-0337

Quebec City: 418-525-0337

Montreal: 514-395-0337

Website: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

# SIMILAR PRODUCTS

Other insurers offer insurance products that cover purchases and extend manufacturer's warranties. Check whether you already have purchase insurance and extended warranty coverage and whether it contains any coverage exclusions, limitations or reductions.

## Notes

Start of coverage: \_\_\_\_\_

End of coverage: \_\_\_\_\_

Coverage amount: \_\_\_\_\_

Premium: \_\_\_\_\_

Other: \_\_\_\_\_

# NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

## NOTICE GIVEN BY THE DISTRIBUTOR

In accordance with Section 440 of the *Act respecting the distribution of financial products and services*.

### THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- » The Act allows you to cancel an insurance contract made at the same time as another contract, **without penalty, within ten days of signing it. However, the *Insurer* grants you a period of 30 days in which to do this.** To do so, you must give the *Insurer* notice by registered mail within this time frame. You may use the form below for this purpose.
- » When such an insurance contract is cancelled, the first contract remains in force. ATTENTION: you may lose advantageous conditions extended because more than one contract was made at the same time. Contact the distributor or consult your contract.
- » You may cancel your insurance at any time, but after the 30-day period, penalties apply.

For further information, contact the Autorité des marchés financiers at 418-525-0337 in Quebec City, 514-395-0337 in Montreal or toll-free at 1-877-525-0337.

**NOTICE OF CANCELLATION OF INSURANCE CONTRACT**

To: Canassurance Insurance Company  
550 Sherbrooke West, Suite B9  
Montreal, Quebec H3A 3S3

Date: \_\_\_\_\_

(date notice is sent)

Under section 441 of the Act respecting the distribution of financial products and services, I hereby cancel insurance contract no.:

\_\_\_\_\_

(contract number, if indicated)

Entered into on: \_\_\_\_\_

(date contract was signed)

In: \_\_\_\_\_

(place contract signed)

\_\_\_\_\_

(name of client, in block letters)

\_\_\_\_\_

(signature of client)

The Distributor must first complete this section.  
This document must be sent by registered mail.

See back of this form for sections 439, 440, 441, 442 and 443 of the  
*Act respecting the distribution of financial products and services.*



**Section 439.** A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

**Section 440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

**Section 441.** A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

**Section 442.** No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time. However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**Section 443.** A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for the insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.





**Claims and Assistance services**

1-877-287-8334

**General information**

1-800-252-1846

