

# Tims® Credit Card Mastercard®: Purchase Protection and Extended Warranty Insurance

## **IMPORTANT**

Please read this Certificate of Insurance (the “Certificate”) carefully, keep it in a safe place.

## **GENERAL INFORMATION**

All capitalized terms are defined in the “Definitions” section of this Certificate.

We certify that effective June 26, 2023, Master Policy 9912-1673, (the “Master Policy”) issued by Chubb Insurance Company of Canada, 199 Bay Street, Suite 2500, P.O. Box 139, Commerce Court Postal Station, Toronto, Ontario, M5L 1E2 to Neo Financial Technologies Inc. (“Neo”) provides Purchase Protection and Extended Warranty Insurance for You.

This Certificate is not a contract of insurance. It contains the terms and conditions of Your insurance under the Master Policy.

All benefits are subject in every respect to the Master Policy which alone constitutes the Agreement under which payments are made.

This insurance coverage may be cancelled or modified at the option of Neo at any time.

For general coverage inquiries or to report a claim, contact Crawford & Company (Canada) Inc.:

1-888-552-3236 (international toll free) or  
416-957-5092 (local)  
<https://ca-fnol.claims.global/timhortons/submit>

Notice of claim must be provided within forty-five (45) days after the occurrence or commencement of any loss covered by this Certificate or as soon thereafter as is reasonably possible.

## **ELIGIBILITY**

The Cardholder is eligible to be insured under this Certificate if at the time the full Purchase Price of the Insured Item was charged to the Card and including the period up to and when a claim is made, the Cardholder:

- is a Permanent Resident of Canada; and
- has an Account in Good Standing.

## **WHEN COVERAGE IS EFFECTIVE**

This insurance coverage is effective when the full Purchase Price of the Insured Item was charged to the Card.

## **WHEN COVERAGE BEGINS**

Your insurance coverage begins immediately upon purchase of the Insured Item.

## **WHEN COVERAGE ENDS**

Insurance coverage ends on the earliest of:

- A) for Purchase Protection, ninety (90) days after the date of purchase;
- B) for Extended Warranty, one full year following the expiry of the applicable Manufacturer's Warranty;
- C) the date on which the Card is cancelled;
- D) the date on which the balance of the Card is sixty (60) days past due;
- E) the date on which the Master Policy terminates; or
- F) the date on which Tims® Financial receives notice from the Cardholder to cancel the Card.

## **BENEFITS**

The Purchase Protection 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 You will be reimbursed, at Our discretion.

The Extended Warranty Insurance feature automatically, without registration, provides You 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.

Insured Items You give as gifts are covered under Purchase Protection and Extended Warranty Insurance subject to compliance with the terms and conditions of this Certificate.

We will reimburse You up to \$1,000 per occurrence for the lesser of: the cost of repairs; the actual cash value immediately prior to the loss; the Purchase Price of the Insured Item; or Your credit limit as authorized by Neo.

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. We, at Our 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 Certificate.

There is a maximum total limit of liability per Cardholder of \$10,000 for claims under Purchase Protection & Extended Warranty Insurance.

The insurance extended by Us is issued strictly as excess coverage and does not apply as contributing insurance. This insurance is not a substitute for Other Insurance and covers You only to the extent a permitted claim for an Insured Item exceeds the coverage of Other Insurance. This

Certificate also provides coverage for the amount of the deductible of Other Insurance. The coverage afforded by Us takes effect only when the limits of the Other Insurance have been reached and paid to You regardless of whether the Other Insurance contains provisions purporting to make the coverage of such Other Insurance non-contributory or excess.

## **EXCLUSIONS AND LIMITATIONS**

This insurance does not cover any loss arising from or related to:

- A) fraud or abuse;
- B) confiscation by authorities;
- C) risks of contraband;
- D) normal wear and tear, normal course of play;
- E) flood, earthquake, radioactive contamination;
- F) inherent product defect;
- G) items consumed in use;
- H) mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
- I) incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses;
- J) war (declared on not), act of foreign enemies or rebellion;
- K) Your commission of a criminal act or Your direct or indirect attempt to commit a criminal act;
- L) a Cyber Incident.

Purchase Protection 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 You or by a person travelling with the You. Jewellery stolen from baggage not hand carried is not covered unless Your baggage is stolen in its entirety.

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.

## **CLAIMS PROCEDURES**

Notice of claim must be provided to Crawford & Company (Canada) Inc. within forty-five (45) days after the occurrence or commencement of any loss covered by this Certificate, by telephone at 1-888-552-3236 (international toll free) or 416-957-5092 (local) or online at <https://ca-fno1.claims.global/chubbcc>. Your 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 You have homeowner's or tenant's insurance (primary insurance), You must file with the insurer of that coverage in addition to filing with Us. If the loss, theft or damage is not covered under the primary insurance, You may be required to provide a letter from the primary insurer indicating so, and/or a copy of the policy. Please submit Your claim documents within ninety (90) days of the date of loss, to:

Crawford and Company (Canada) Inc.  
National Claims Management Centre  
100 Milverton Drive, Suite 300  
Mississauga, Ontario L5R 4H1  
Fax - 905-602-0185  
Email: [TimsFinancial@crowco.ca](mailto:TimsFinancial@crowco.ca)

1-888-552-3236 (international toll free) or  
416-957-5092 (local)  
<https://ca-fnol.claims.global/timhortons/submit>

The following documents must accompany Your claim:

- A) Your receipt and/or the statement, store receipt;
- B) Manufacturer's Warranty where applicable;
- C) police report, if obtainable;
- D) fire insurance claim or loss report;
- E) primary insurance documentation and payment, if You have Other Insurance; and
- F) any other information reasonably necessary to determine Your eligibility for benefits hereunder.

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

## **DEFINITIONS**

"Account" means the Cardholder's account maintained by Neo.

"Card" means the Tims® Credit Card Mastercard® distributed by Neo on behalf of Tims® Financial. The Tims® Credit Card Mastercard® is powered by Neo and issued by ATB Financial pursuant to license by Mastercard International Incorporated.

"Cardholder" means a Permanent Resident of Canada whose name is embossed on the Tims® Credit Card Mastercard® distributed by Neo on behalf of Tims® Financial. The Tims® Credit Card Mastercard® is powered by Neo.

"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 Your Digital Data;
- B) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data;
- C) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against an Your Digital Data; or
- D) restriction or inhibition of access to or directed against Your Digital Data.

“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.

“Good Standing” means an Account that:

- the Cardholder has applied for;
- Tims® Financial has approved and opened;
- the Cardholder has not advised Tims® Financial to close; and
- Tims® Financial has not suspended or revoked credit privileges for or otherwise closed.

“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 Certificate.

“Permanent Resident” means a person who resides in Canada for at least six (6) months of the year. However, individuals otherwise eligible for coverage who are members of the Canadian Foreign Service need not satisfy this requirement.

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

“You”, “Yourself” and “Your” refer to the Cardholder.

“We”, “Us” and “Our” refers to Chubb Insurance Company of Canada.

## **GENERAL CONDITIONS**

### **SUBROGATION**

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

### **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 Our prior written approval. Permission is granted for the Cardholder to transfer benefits on gifts as provided in the program description and the Certificate.

### **DUE DILIGENCE**

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

### **FALSE CLAIM**

If You make any claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to the benefits of these protections nor to the payment of any claim.

### **ACCESS TO DOCUMENTS**

You, and any claimant under the insurance, may request a copy of the Master Policy, subject to certain access restrictions.

### **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.

### **CANADIAN CURRENCY**

Amounts shown throughout this Certificate are in Canadian currency. Payment and reimbursement shall be payable in Canadian dollars. All benefits limits indicated are in Canadian currency. If currency conversion is necessary, We will use the exchange rate on the date of the loss. This insurance will not pay for any interest.

## SANCTIONS

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

## COMPLAINTS PROCEDURES

If You have a complaint about any aspect of this insurance coverage, please call 647-798-6161 or Toll Free 1-800-387-7199 between 8:30 a.m. and 4:30 p.m. (ET), Monday to Friday.

If for some reason You are not satisfied with the resolution to their complaint, You may communicate Your complaint 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](mailto:complaintscanada@chubb.com)

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

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

## PROTECTING YOUR 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](http://Chubb.com/ca).