

# Wealthsimple Visa [CARD] Credit Card

## Certificate of Insurance

**IMPORTANT**

Please read these Certificates of Insurance (each a “Certificate”) carefully, keep them in a safe place and carry them with You when You travel.

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## GENERAL INFORMATION

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 the Card Issuer at any time.

For general coverage inquiries or to report a claim, contact Crawford & Company (Canada) Inc. at 1-888-359-0394 (international toll-free).

## DEFINITIONS

Throughout these Certificates of Insurance defined terms are capitalized and have the specific meaning explained below.

“Account” means the Cardholder’s account that Wealthsimple Payments Inc. maintains.

“Card” means the [CARD] issued by Wealthsimple Payments Inc.

“Card Issuer” means Wealthsimple Payments Inc.

“Cardholder” means the person whose name is embossed on the Card and who is a Permanent Resident of Canada.

“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:

- unauthorized access to or use of Your Digital Data;
- alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data;
- transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data; or
- 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. Digital Data shall include the capacity of a travel supplier or travel agent to store information, process information, and transmit information over the internet.

“Good Standing” means an Account that:

- A) the Cardholder has applied for;
- B) the Card Issuer has approved and opened;
- C) the Cardholder has not advised the Card Issuer to close; and
- D) the Card Issuer has not suspended or revoked credit privileges for or otherwise closed.

“Mobile Phone” means the cellular telephone associated with the primary phone number and includes the first two secondary, additional or supplemental phone numbers as listed on the Cardholder’s or Spouse’s cellular provider’s monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred.

“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.

“Spouse” means the person who is legally married to the Cardholder or if there is no such person, is a person who qualifies as a common law or domestic partner under the provisions of the laws of the jurisdiction in which the Cardholder resides.

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

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

## **MOBILE PHONE INSURANCE**

We certify that effective [DATE], Master Policy 9912-5977, (the “Master Policy”) issued by Chubb Insurance Company of Canada to Wealthsimple Payments Inc. provides Mobile Phone Insurance for You.

### **ELIGIBILITY**

The Cardholder is eligible to be insured under this Certificate if at the time the monthly cellular service provider bills are charged to the Card and when a claim is made, the Cardholder:

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

You are eligible for this insurance coverage when the monthly cellular service provider bills are charged to the Card for the billing cycle before the month in which the incident occurs.

### **WHEN COVERAGE BEGINS**

Your insurance coverage begins the first day of the calendar month following a payment of the cellular wireless phone bill.

If You fail to make a cellular service provider bill payment in a particular month, coverage will be suspended and will resume on the first day of the calendar month after the date any future cellular service provider bill payment is made with the Card.

### **WHEN COVERAGE ENDS**

Insurance coverage ends on the earliest of:

- the last day of the calendar month following payment;
- the date on which the Card is cancelled;
- the date on which the balance of the Card is sixty (60) days past due;

- the date on which the Master Policy terminates; or
- the date on which the Card Issuer receives notice from the Cardholder to cancel the Card.

## **BENEFITS**

Mobile Phone Insurance provides coverage for damage to or theft of Your Mobile Phone. We will reimburse You to repair or replace Your Mobile Phone, up to \$1,000.00 per claim with a maximum of two (2) claims per twelve (12) month period (subject to a \$50.00 dollar deductible per claim).

If Your Mobile Phone requires replacement due to theft or damage, We will reimburse You the replacement value subject to a \$50.00 deductible and the benefit maximum. The replacement value is the lesser of Your cellular service provider's suggested retail value of a similar model replacement Mobile Phone or the actual cost to replace the Mobile Phone.

If Your Mobile Phone is repairable, We will reimburse You an amount as determined by the diagnostic to repair it subject to the \$50.00 dollar deductible and the benefit maximum.

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 a Mobile Phone 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:

- Mobile Phone accessories;
- batteries;
- Mobile Phones purchased for resale, professional or commercial use;
- Mobile Phones that have been modified from their original states;
- Mobile Phones being shipped until received and accepted by You in new and undamaged condition;
- Mobile Phones stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardholder or the Cardholder's Travelling Companion with the Cardholder's knowledge;
- Mobile Phones which have been rented, borrowed, or are part of prepaid plans;
- cosmetic damage that does not affect functionality;
- damage or theft resulting from mis-delivery or voluntary parting with the Mobile Phone;
- taxes, delivery and transportation charges, and any fees associated with the cellular service provider;
- fraud or abuse;
- confiscation by authorities;
- risks of contraband;
- normal wear and tear, normal course of play;
- flood, earthquake, radioactive contamination;
- inherent product defect;
- mysterious disappearance (used herein to mean disappearance in an unexplained manner marked by an absence of evidence of the wrongful act of another);
- war (declared on not), act of foreign enemies or rebellion;

- intentional acts;
- Your commission of a criminal act or Your direct or indirect attempt to commit a criminal act;
- a Cyber Incident.

## **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 1-888-359-0394 (international toll free). Your failure to give such notice within forty-five (45) days after the theft or damage to the Mobile Phone may result in denial of the related claim. In the event that You have Other Insurance, You must file with the insurer of that coverage in addition to filing with Us. If the theft or damage is not covered by the Other Insurance, You may be required to provide a letter from the other 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: [wealthsimple@crowco.ca](mailto:wealthsimple@crowco.ca)

1-888-359-0394 (international toll free)

The following documents must accompany Your claim:

- proof that the entire monthly payment for the cellular service provider bill for the month prior to the date of damage or theft was paid for using the Card;
- copy of the device summary page from Your cellular service provider bill or other sufficient proof of the claimed Mobile Phone model linked to Your cellular service provider account;
- copy of the police report or other report to local authorities filed within forty-eight (48) hours of the theft, if applicable;
- photos of the damaged Mobile Phone, if applicable;
- estimate of repairs, if applicable;
- original receipts for repaired or replaced Mobile Phone, if applicable;
- insurance documentation and payment, if You have Other Insurance; and
- any other information reasonably necessary to determine Your eligibility for benefits hereunder.

### **Deadline to Submit a Claim**

The claim form and the required documents must be completed as requested and returned to Us as soon as possible within six (6) months after the loss or, if You are a Quebec resident, within the year of the loss if You prove Your impossibility to act within six (6) months after the loss. Your insurance must not have been terminated at the time of loss.

## **GENERAL CONDITIONS**

### **SUBROGATION**

As a condition to the payment of any claim to You under this Certificate, You shall, upon request, transfer any damaged items 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.

## **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 this 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 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 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.

## **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.

If you have any requests, questions, or concerns regarding our privacy policy or practices, please contact our chief privacy officer at:

Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2.

For more information on privacy at Chubb, visit <https://www.chubb.com/ca-en/privacy-policy.html>.

## **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://giocanada.org/submit-a-complaint-2/>

## **GENERAL INQUIRIES**

For general coverage inquiries contact Crawford & Company (Canada) Inc.  
1-888-359-0394 (international toll free)