

Certificate of Insurance

Purchase Assurance & Extended Warranty

Walmart Rewards World Mastercard

This Certificate of Insurance contains information about Your insurance. Read it carefully and keep it in a safe place. For your convenience, this Certificate can also be found on-line at <https://www.walmart.ca/en/financial-services/walmart-rewards-mastercard>

Purchase Assurance and Extended Warranty benefits are underwritten by First North American Insurance Company, a wholly owned subsidiary of The Manufacturers Life Insurance Company (Manulife), under Group Master Policy No.727.

This Certificate describes coverage under a non-participating Group Master Policy issued to Fairstone Bank of Canada.

This Certificate provides the insurance described below for Walmart Reward World Mastercard Cardholders. The records maintained at the offices of the Policyholder as to who is a Cardholder and as to the status of his/her Card Account will determine the insurance provided under this Certificate. The terms and conditions of the insurance under Group Master Policy No. 727 are summarized in this Certificate. In addition, the benefits are subject to all of the terms and conditions of the Group Master Policy, which is on file with the Policyholder.

No person is eligible for coverage under more than one certificate of insurance under the Group Master Policy. In the event that any person is recorded by the Insurer as an “Insured Person” under more than one such certificate or policy, such person will be deemed to be insured only under the certificate or policy which affords that person the greatest amount of insurance coverage.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of Insurance.

Please refer to the definitions section for the meanings of all capitalized terms.

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1. Definitions

“**Account**” means the Walmart Rewards World Mastercard credit card account.

“**Card**” means the Walmart Reward World Mastercard credit card issued by the Policyholder to a Cardholder under the Account.

“**Cardholder**” means the Primary Cardholder and each Supplemental Cardholder.

“**Cardholder Agreement**” means the agreement made between the Cardholder and the Policyholder with respect to the Walmart Rewards World Mastercard, as the same may be amended from time to time.

“**Certificate**” means this Certificate of Insurance.

“**Dollars**” and “**\$**” mean Canadian dollars.

“**Effective Date**” means the date You are enrolled for coverage by Policyholder, which is the date that You became a Cardholder.

“**Good Standing**” means that You are not in default of any of the terms or conditions of the Cardholder Agreement or of the Walmart Reward Dollars Program Terms and Conditions and that Your Account has not been suspended, cancelled or closed.

“**Group Master Policy**” means Group Master Policy No. 727 issued by First North American Insurance Company to the Policyholder.

“**Insured Person**” means an eligible Cardholder in Good Standing.

“**Insurer**” means First North American Insurance Company, a wholly owned subsidiary of The Manufacturers Life Insurance Company (“**Manulife**”).

“**Mysterious Disappearance**” means the article of personal property which is the subject of the claim cannot be located, and the circumstances of its disappearance cannot be explained, or do not lend themselves to a reasonable inference that a theft occurred.

“**Policyholder**” means Fairstone Bank of Canada.

“**Primary Cardholder**” means the person who applied for the Card and in whose name the Account has been opened.

“**Supplemental Cardholder**” means the person to whom a Card has been issued under the Account at the request and authorization of the Primary Cardholder.

“**We,**” “**Us,**” “**Our**” or “**Insurer**” means First North American Insurance Company.

“**You**” or “**Your**” means the Cardholder.

2. Purchase Assurance Benefits

The Purchase Assurance benefit automatically applies when You charge the full cost of eligible personal property to Your Card Account. No pre-registration is required to qualify.

Purchase Assurance benefits are available automatically to protect most new items of personal property purchased in Canada or anywhere in the world by a Cardholder with a Walmart Rewards World Mastercard for ninety (90) days from the date of purchase against risk of direct physical loss, theft or damage, anywhere in the world. Items which the Cardholder gives as a gift are also covered however the Cardholder makes the claim for benefits (not the recipient of the gift).

Limitations and Exclusions: Purchase Assurance benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Benefits are supplemental to your current applicable insurance. Claims must be made under that insurance before making a claim under this Certificate.

Purchase Assurance benefits are not available in respect to the following items:

- (a) animals, fish, birds or living plants;
- (b) services;
- (c) automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, all-terrain vehicles (ATV), riding lawn mowers, golf carts, lawn tractors, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories attached to or mounted on such property;
- (d) tickets, cash or equivalents (whether paper or coin), bullion, negotiable instruments (including but not limited to gift cards and gift certificates), traveller’s cheques or other numismatic property;
- (e) any and all items purchased and/or used by or for a business or for commercial gain;
- (f) items lost in or stolen from a public or unoccupied place unless they are locked up and/or are continuously attended to;
- (g) mail order purchases or items in the care or custody of shippers until delivered and accepted by the Cardholder;
- (h) items purchased used, rebuilt or remanufactured;
- (i) goods consumed in use;
- (j) jewellery, gems, watches, furs or garments trimmed with fur lost in or 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)

The Cardholder will be entitled to receive the original purchase price of the protected item as recorded on the Walmart Rewards World Mastercard statement and sales receipt. Where a protected item is part of a pair or set, the Cardholder will receive the particular part or parts lost, stolen or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.

The Insurer, at its sole option, may elect to compensate the Cardholder for:

- (a) the replacement of the item lost;
- (b) the repair or rebuild of the item damaged (whether wholly or in part).

Compensation will be the original purchase price or the replacement or repair cost, whichever is less, and subject to the exclusions, terms and limits of liability as set out in this Certificate.

3. Extended Warranty Benefit

The Extended Warranty benefit applies when You charge the full cost of eligible personal property to Your Walmart Rewards World Mastercard. No pre-registration is required to qualify. Extended Warranty benefits are available automatically and provide Cardholders with double the period (up to a maximum of one full year) of repair services otherwise provided by the original manufacturer, in accordance with the terms of the original manufacturer's warranty (excluding any Extended Warranty offered by the manufacturer or any third party).

Your Extended Warranty commences immediately following the expiry of the original manufacturer's warranty to a maximum of one (1) full year on most items purchased new in Canada or purchased new worldwide with a Walmart Rewards World Mastercard if it has a warranty valid in Canada. In all cases, coverage is limited to original manufacturer warranties of ten (10) years or less.

Items which the Cardholder gives as a gift are also covered; however, the Cardholder, not the recipient of the gift, must make any claim for the benefits.

Limitations and Exclusions: The Extended Warranty ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

In addition to any exclusion which may be set out in the original manufacturer's warranty, this Extended Warranty does not cover:

- (a) used and/or pre-owned, rebuilt or remanufactured items;
- (b) automobiles, motorboats, airplanes, motorcycles, motor scooters, snow blowers, all-terrain vehicles (ATV), riding lawn mowers, golf carts, lawn tractors, any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
- (c) willful acts or omissions and improper installation or alteration by the Insured Person;
- (d) living plants;
- (e) software, printers, scanners, and other computer accessories
- (f) inherent product defects;
- (g) items purchased and/or used by or for a business or for commercial gain

The Extended Warranty will only apply to any parts and/or labour costs resulting from mechanical breakdown or failure of a protected item, or any other obligations that were specifically covered under the terms of the original manufacturer's warranty that is valid in Canada. Therefore, if the original manufacturer's warranty did not have the option for replacement instead of repair, this Extended Warranty will not have the option of replacement.

4. General Limitations and Exclusions

The following limitations and exclusions are applicable to both Purchase Assurance and Extended Warranty benefits:

Loss, theft or damage resulting from fraud, willful misconduct, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, damage resulting from normal wear and/or tear, natural disasters, floods, earthquakes, radioactive contamination, Mysterious Disappearance and loss resulting from inherent product defects are not covered. Consequential damages, including but not limited to bodily injury, property damages, punitive or exemplary damages, and attorney's fees are not covered.

Benefit Amount: The benefit maximum is \$10,000 per incident with a combined lifetime maximum of \$60,000 per Card Account for Purchase Assurance and Extended Warranty claims combined.

Other Insurance: Purchase Assurance and Extended Warranty coverage is in excess of all other applicable valid warranty, insurance, indemnity or protection available to the Cardholder in respect of the item subject to the claim. The Insurer will be liable only for the excess of the amount of the loss, theft or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other coverage has been exhausted and subject to the exclusions, terms and limits of liability set out in this Certificate of Insurance. The Purchase Assurance and Extended Warranty coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

5. Claims

Notice of Loss/Proof of Loss/Payment of Claim:

The Cardholder must call the Insurer at 1-866-456-2727 immediately after learning of any loss or occurrence. The Insurer, upon receipt of such notice of claim by telephone call, will furnish to the Cardholder appropriate claim forms. The Cardholder must keep copies of receipts and other documents described herein to file a valid claim.

The Cardholder must, within ninety (90) days from the date of the loss or occurrence, complete and sign an Insurer Claim Form, which will be provided by the Insurer, and return it to the Insurer at the following address: Manulife Insurance Claims, c/o Manulife, P.O. Box 11023, STN Centre-Ville, Montreal, Quebec H3C 4V7 or by fax to 1 855 884-7585.

Information required for the claim form:

You will be required to submit sufficient documentary evidence to support Your claim. This may include, but is not limited to, detailed vendor sales receipt, Card statement, loss report (if applicable), copy of the original manufacturer's warranty, repair estimate, photographs, etc. Additional information may be requested if reasonably required upon receipt of your claim form package for each claim.

Failure to furnish such claim package within the time required will not invalidate nor reduce any claim if it was not reasonably possible to provide such claim form within such time, provided it is furnished within one (1) year from the date on which the loss or damage occurred.

Prior to proceeding with any repair services, the Cardholder must notify and obtain approval of the repair services and repair facility from the Insurer. At the Insurer's sole discretion, the Cardholder may be required to send, at his or her own expense, the damaged item on which a claim is based to an address designated by the Insurer.

Manulife will notify the Cardholder in writing whether the claim is payable, within thirty (30) days following receipt of the required claim form and associated documentation. Payment of any approved claim will accompany the claim approval letter, or, you will be provided with information on when to expect payment. If a claim is denied, the notification letter will include details outlining the reason for the denial, along with details on how to appeal a claim decision.

The Insurer's payment made in good faith will discharge the Insurer to the extent of the claim.

6. General Provisions

Benefits are for the Cardholder Only: Purchase Assurance and Extended Warranty benefits are provided only to the Cardholder. No other person or entity will have any right, remedy or claim, legal or equitable, to the benefits. The Cardholder will not assign these benefits other than benefits for gifts as expressly provided in this Certificate of Insurance.

Modification of Contract: Terms and conditions of this Certificate can change at any time and without prior notice. The most current version of this Certificate of Insurance can be accessed through <https://www.walmart.ca/en/financial-services/walmart-rewards-mastercard>

Time of Payment of Claim: Benefits payable under this Certificate will be paid after receipt of due written proof of such loss or repair in accordance with the terms of this Certificate.

Payment of Claims: All benefits will be payable to the Cardholder in whose name the Card Account is maintained. If a Cardholder dies before receiving a payment of claim, then all benefits will be payable to the Cardholder's estate.

Termination of Coverage: An Insured Person's coverage will automatically terminate on the date when: the Insured Person for any reason ceases to fall within the definition of Insured Person; the Group Master Policy is terminated; or the Cardholder notifies the Policyholder to cancel the Card Account. No losses incurred after such termination date will be paid.

Misrepresentation and Fraud: This entire Certificate will be null and void if, whether before or after a claim is made, the Insured Person has concealed or wilfully misrepresented any material fact or circumstance concerning his/her claim covered by this Certificate, or in the event of any fraud, attempted fraud or false swearing by the Insured Person relating thereto.

Subrogation: Following the Insurer's payment of an Insured Person's claim for loss or damage, the Insurer will be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage and will be entitled at its own expense to sue in the name of the Insured Person. The Insured Person will give the Insurer all such assistance as the Insurer may reasonably require to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

Privacy: We are committed to protecting Your privacy and the confidentiality of Your personal information. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate. To protect the confidentiality of Your personal information, we will establish a financial services file from which Your information will be used to administer services and process claims. Access to this file will be restricted to Manulife employees, mandataries, administrators or agents who are responsible for the assessment and investigation of claims, and to any other persons You authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions. Your file is secured in Manulife's offices. You may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Manulife, P.O. Box 1602, Del. Stn. 500-4-A, Waterloo, Ontario, N2J 4C6.

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, or in the Limitations Act, 2002 in Ontario.