

# Vancity enviro™ Visa Infinite Business\* Liability Waiver Insurance Certificate



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

## A. What is enviro Visa Infinite Business Liability Waiver Insurance?

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

## B. Who Provides this Insurance?

This program is insured by Royal & Sun Alliance Insurance Company of Canada. The policy number is VC500500.

## C. What is the Maximum Amount of Insurance?

The Vancity 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.

## D. Definitions

**Account Agreement** means the agreement between the Eligible Company and Vancity governing the Eligible Company's Card account.

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

**Card** shall mean a Vancity enviro Visa Infinite Business Card issued by Vancity to the Eligible Company.

**Cardholder** means 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** means the amounts, billed or unbilled, including purchases and cash advances, charged to the Cardholder's Card.

**Date of Notification of Employment Termination** means 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** means 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.

**Unauthorized Charges** is defined in Section E below.

**Vancity** means Vancouver City Savings Credit Union.

## E. What are Unauthorized Charges?

1. "Unauthorized Charges" are Charges to a Cardholder's Card incurred by a Cardholder:
  - a. 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

- b. for which the Eligible Company has reimbursed the Cardholder but the Cardholder has not paid Vancity.

Provided that such Unauthorized Charges:

- a. are billed within the seventy-five (75) days preceding the Date of Notification of Employment Termination, or preceding the date Vancity receives the request from the Eligible Company to cancel the Card on which Unauthorized Charges were incurred;
  - b. are unbilled up to fourteen (14) days after Vancity 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 within two (2) business days of the Notice of Termination of Employment;
  - c. are discovered not later than 75 days after the termination of:
    - (i) the insurance policy VC500500; or
    - (ii) the insurance in respect of the Eligible Company; whichever occurs first.
2. Auditors fees incurred with the insurer's written consent solely to substantiate the amount of the claim are covered.

## F. What are Not Waivable Charges?

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

1. 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.
2. Interest or fees imposed by Vancity on outstanding unpaid Charges.
3. In cases where Vancity 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 which was not honoured by the Cardholder's financial institution.
4. 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 bills the Cardholder directly, where the Eligible Company has reimbursed the Cardholder and the Cardholder has not paid Vancity.
5. Charges billed by the Cardholder more than fourteen (14) days after Date of Notification of Employment Termination.
6. Charges billed by the Cardholder more than fourteen (14) days after Vancity receives the request by the Eligible Company to cancel the Card.
7. Charges billed on, or after the Date of Notification of Employment Termination if such Notification of Employment Termination was not sent to Vancity within two (2) business days of the Date of Notification of Termination.
8. Charges billed where the Eligible Company has not notified Vancity to cancel the Card within two (2) business days of the Eligible Company's intention to cancel or no longer authorize usage of the Cardholder's Card.

9. 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.
10. Cash advances, after the Date of Notification of Employment Termination or immediately after Vancity 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.
11. Any interest on money owing.

## G. What are the Responsibilities of the Eligible Company?

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

1. The Eligible Company must use its best efforts to retrieve the Cardholder's Card and must notify Vancity to cancel the Card within two (2) business days:
  - a. the Date of Notification of Employment Termination or;
  - b. its intention to cancel and/or no longer authorize usage of the Cardholder's Card.

**Notification to Cardholder.** In cases where Vancity 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 enviro Visa Infinite 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 the Vancity; 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 for those Charges, the Eligible Company must promptly give written notice to Vancity.

The Eligible Company shall not name any person to receive a 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.

## H. How To Make a Claim

1. An authorized official of the Eligible Company must send an Affidavit of Waiver to the Insurer in writing. The Affidavit of Waiver must be sent within thirty (30) days of the employee's Notification of Employment Termination or the date of the Eligible Company's intention to cancel the Cardholder's Card.
2. All claim documents must be filed with the insurer within six (6) months from the employee's Date of Notification of Employment Termination.
3. To obtain a form of an Affidavit of Waiver, please contact the Insurer using the contact information listed below.

Such letter must state:

- a. If applicable, the Cardholder's employment has terminated and the Date of Notification of Employment Termination.
- b. If applicable, the Cardholder's Card is cancelled or no longer authorized.
- c. The Cardholder's name, Card number, home address and if the employee was terminated, the last known business addresses.

- d. 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.
- e. That the Eligible Company requests the waiver of Unauthorized Charges.

## I. Inquiries

Please direct any claim inquiries to:

**Royal & Sun Alliance Insurance Company of Canada**  
 Attention: Claims Management Services  
 2 Prologis Blvd., Suite 100  
 Mississauga, Ontario  
 L5W 0G8

Within the Toronto Region telephone **905-403-2283**

Outside the Toronto Region telephone **1-800-544-2971**

Please refer to the program (Vancity enviro Visa Infinite Business Liability Waiver Insurance) and the policy number (VC500500).

## J. Recovery

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 Insurer, the Eligible Company will remit all such amounts to the Insurer. The Eligible Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the Insurer.

Vancity agrees to forward any recovered amounts to the Insurer, if the Insurer has already reimbursed Vancity for the Unauthorized Charges.

## K. 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.

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.

## L. Termination

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

1. the date the Eligible Company's Card Account Agreement is cancelled; or
2. the date the insurance policy terminates, or;
3. thirty (30) days after the date of request for cancellation by Vancity.

## M. 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.

## N. Currency

All claims will be paid in Canadian dollars.