## AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA CERTIFICATE OF INSURANCE

Effective September 9, 2024

# MOBILE DEVICE INSURANCE, PURCHASE PROTECTION, AND EXTENDED WARRANTY

# This Certificate of Insurance contains clauses which may limit the amount payable.

### **ABOUT YOUR COVERAGES**

This Certificate of Insurance contains information about Your coverages. Please read it carefully and keep it in a safe place.

The insurance outlined in this Certificate of Insurance is effective as of the Effective Date shown in the Definitions section and applies to all eligible Desjardins Credit Card Cardholders. These coverages are provided by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Group Policy number DCS0514 (hereinafter referred to as the "Policy") issued by the Insurer to Fédération des caisses Desjardins du Québec (hereinafter referred to as the "Policyholder"). The Insurer and its affiliates carry on business in Canada under the name of Assurant.

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy. All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. Refer to the Definitions section at the end of this Certificate of Insurance or to the applicable description of benefits and the paragraph above for the meanings of all capitalized terms.

Only the Cardholder is eligible for the coverage provided by this Certificate of Insurance. In no event shall a corporation, partnership or business entity be eligible for the coverage.

For details on how to file Your claim, please refer to the How to Claim section. Keep the original receipts and other documents described herein to present them at time of claim.

### MOBILE DEVICE INSURANCE

### ELIGIBILITY

You are eligible for Mobile Device Insurance when You purchase a Mobile Device anywhere in the world on or after the Effective Date, provided that:

- You pay the Total Cost of the Mobile Device with Your Desjardins Credit Card. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
- 2. You pay any portion of the Total Cost that is required to be paid up-front with Your Desjardins Credit Card, fund the balance of the Total Cost through a Plan, and pay all monthly wireless bill payments with Your Desjardins Credit Card for the duration of Your Plan; or
- **3.** You fund the Total Cost of the Mobile Device through a Plan and pay all monthly wireless bill payments with Your Desjardins Credit Card for the duration of Your Plan.

### COVERAGE PERIOD

### Coverage takes effect on the later of:

- 1. 30 days from the date of purchase of Your Mobile Device; and
- **2.** the date the first monthly wireless bill payment is paid with Your Desjardins Credit Card.

### Coverage ends on the earliest of:

- 1. two years from the date of purchase;
- the date ONE monthly wireless bill payment was not paid with Your Desjardins Credit Card, if You are funding the Total Cost of Your Mobile Device through a Plan; and
- 3. the date the Account ceases to be in Good Standing.

### BENEFITS

If a Mobile Device is lost, stolen or suffers a mechanical breakdown or Accidental Damage, the Insurer will reimburse You the lesser of its repair or replacement cost, not exceeding the depreciated value<sup>†</sup> of Your Mobile Device at date of loss, less the deductible<sup>††</sup>, to a maximum of \$1,000, subject to the limitations and exclusions below.

Reimbursement will be issued only upon the Insurer receiving evidence that the Mobile Device was repaired or replaced, and the cost of repair or replacement was paid with Your Desjardins Credit Card. A replacement Mobile Device must be of the same make and model as the original Mobile Device, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original Mobile Device.

<sup>+</sup> The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device the depreciation rate of 2% for each completed month from the date of purchase.

<sup>++</sup> The amount of the deductible is based on the Purchase Price of Your Mobile Device less any applicable taxes, as determined from the following table:

### Deductible

PURCHASE PRICE (LESS TAXES)	APPLICABLE DEDUCTIBLE
\$0 - \$200	\$25
\$200.01 - \$400	\$50
\$400.01 - \$600	\$75
\$600.01 or more	\$100

**For example:** If You purchase a Mobile Device for a Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

### 1. Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost	- \$128 (2 % X 8 months X \$800)
Depreciated value	\$672

### 2. Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible	- \$100
Maximum reimbursement	\$572

In the event You file a valid repair or loss/theft claim and the total cost of repair or replacement is **\$500**, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be **\$500**.

In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of **\$800** including applicable taxes, the maximum reimbursement available to You will be **\$572**.

All claims are subject to the terms, conditions, and limitations and exclusions set out in this Certificate of Insurance.

### **Payment of Benefits**

On approval of Your claim by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. Benefits payable under the Policy will be paid upon receipt of evidence that the repair or replacement cost was paid with Your Desjardins Credit Card.

#### **Maximum Number of Claims**

The maximum number of claims under Your Account is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

### LIMITATIONS AND EXCLUSIONS

This coverage complements but does not replace the manufacturer's warranty or warranty obligations. This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

### Mobile Device Insurance does not cover the following:

- **1.** accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
- 2. batteries;
- 3. Mobile Devices purchased for resale;
- 4. used or previously owned mobile devices;
- refurbished mobile devices (unless provided as a replacement for Your Mobile Device under the manufacturer's warranty or purchased directly from the original manufacturer or a Provider);
- 6. Mobile Devices that have been modified from their original state;
- **7.** Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- **8.** Mobile Devices 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.

#### This Policy does not provide benefits for:

- 1. losses or damages resulting directly or indirectly from:
  - a. fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear,

flood, earthquake, radioactive contamination, Mysterious Disappearance or inherent product defects;

- **b.** power surges, artificially generated electrical currents or electrical irregularities;
- **c.** any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
- d. cosmetic damage that does not affect functionality;
- e. software, cellular/wireless service provider or network issues; or
- **f.** theft or intentional or criminal acts by the Cardholder or Household Members.
- 2. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

### HOW TO CLAIM

### PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must obtain the Insurer's approval in order to ensure eligibility for payment of Your claim.

You must call the Insurer within 14 days from the date of loss by calling **1-888-409-4442**. You will then be sent a claim form. If You would like to file your claim online, please visit **desjardins.assurant.com/en**. It may be that you are obliged to return, at your expense and risk, the Mobile Device subject of the claim in support of Your request.

In the event of loss or theft, You must notify Your Provider to suspend Your wireless services within 48 hours of the date of loss. In addition, in the event of theft, You must also notify the police within seven days of the date of loss.

### **Proof and Required Documents**

You will be required to submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate the claim including:

- the original sales receipt or similar document detailing the date, description of Your Mobile Device, and any pay upfront amounts and Trade-In Credits;
- a copy of Your wireless service agreement or similar document indicating the date, description of Your Mobile Device, and the non-subsidized retail cost of Your Mobile Device;
- 3. the date and time You notified Your Provider of loss or theft;
- a copy of the Original Manufacturer's Warranty (for mechanical failure claims);

- a copy of the written repair estimate (for mechanical failure and Accidental Damage claims). You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer;
- 6. if You paid the full Purchase Price with Your Desjardins Credit Card, the Account statement showing the charge;
- 7. if Your Mobile Device was funded through a Plan, Your Account statement showing any portion of the Purchase Price paid up-front with Your Desjardins Credit Card, if applicable, and the last 12 credit card statements immediately preceding the date of loss showing You paid Your monthly wireless bill payment with Your Desjardins Credit Card;
- a copy of any document detailing any other insurance benefits or protection reimbursements received for the occurrence of the loss;
- **9.** a police report, fire loss report, or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder; and

10. any other information reasonably required by the Insurer.

At the sole discretion of the Insurer, You may be required to send the damaged Mobile Device which a claim is based on, to the Insurer, at Your own expense, in order to support Your claim.

### PURCHASE PROTECTION

Purchase Protection coverage protects an Insured Item purchased anywhere in the world on or after the Effective Date by insuring them for 90 days from the date of purchase in the event of loss, theft or damage when You use Your Desjardins Credit Card to pay the full cost of such item. Full cost does not include any reduced cost resulting from redemption of store credits, gifts cards, or other reward points programs.

If an Insured Item is lost, stolen or damaged, upon approval and as directed by the Insurer, You can proceed with the repair or replacement of the Insured Item. You will then be reimbursed the repair or replacement cost, not exceeding the Insured Item's original purchase price charged to Your Desjardins Credit Card, subject to the limitations and exclusions below.

Benefits payable under the Policy will be paid upon receipt of evidence that the Insured Item was repaired or replaced, and the cost of repair or replacement was paid with Your Desjardins Credit Card. If replacing the Insured Item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original Insured Item. Purchase Protection benefits are subject to a maximum of **\$10,000** per Insured Item and a lifetime maximum of **\$50,000** per Account.

### LIMITATIONS AND EXCLUSIONS

### Purchase Protection does not cover the following:

- travellers cheques, cash (whether paper or coin), bullion, rare or precious coins, stamps, documents, tickets of any kind or any other negotiable instruments or property of a similar nature;
- 2. animals or living plants;
- **3.** golf balls or other sports equipment lost or damaged during the course of normal use;
- **4.** mail order, internet, telephone purchases or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- 5. services, including delivery and transportation costs of items purchased;
- 6. automobiles, motorboats, airplanes, rotorcrafts, unmanned or remotely operated aircraft systems such as, but not limited to, drones, motorcycles, motorscooters, e-bikes, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children), and any of their respective parts or accessories that do not function independently from the motorized vehicle;
- any consumable goods such as, but not limited to, food, liquor, cosmetics, fragrances, and in-home test kits (whether medically necessary or not);
- consumable construction materials or materials intended to become fixtures of real property such as, but not limited to, tiles, beams, carpets, windows, doors, or vanities;
- 9. items purchased used, rebuilt, or remanufactured;
- **10.** jewellery, gems, watches and furs transported/stored in baggage that is not under the personal supervision of the Cardholder or the Cardholder's travelling companion;
- 11. used or previously owned or refurbished items; and
- 12. one-of-a-kind items, antiques, collectibles, and fine art.

### This Policy does not provide benefits for:

- 1. losses or damage resulting directly or indirectly from:
  - **a.** fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by

authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or inherent product defects; or

- **b.** theft or intentional or criminal acts by the Cardholder.
- 2. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

Purchase Protection is not shipping insurance. Items ordered by mail, internet, telephone, or any purchased item being shipped to You is not eligible for coverage under Purchase Protection until delivered and accepted by You in new and undamaged condition.

### **Coverage Period**

Coverage ends on the earliest of:

- 1. 90 days from the date of purchase; and
- 2. the date the Account ceases to be in Good Standing.

### HOW TO CLAIM

### PRIOR to proceeding with any action or repair or replacement of the Insured Item, You MUST obtain the Insurer's approval in order to ensure eligibility for payment of Your claim.

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, notify the Insurer by initiating a claim online at **desjardins.assurant.com/en** or calling **1-888-409-4442**.

At the sole discretion of the Insurer, You may be required to send the damaged Insured Item which a claim is based on, to the Insurer, at Your own expense, in order to support Your claim.

#### **Proof and Required Documents**

You MUST keep ORIGINAL copies of all documents required to file a valid claim. Where a claim is due to, or suspected to be caused by, fraud, malicious acts, burglary, robbery, theft or attempt there are, You must give immediate notice to the police or other authorities having jurisdiction.

You will be required to submit a completed claim form and provide documentation to substantiate the claim, including:

- 1. original vendor's sales receipt showing the vendor information, date, description of the Insured Item, and total cost;
- 2. Account statement showing Your name, Account number, and the charge;

- **3.** copy of the written repair estimate from an authorized repair centre (for damage claims);
- 4. photographs of the damaged Insured Item (for damage claims);
- copy of a police report, loss report or other report from the location of the occurrence, issued at the location where the Insured Item was lost, stolen, or damaged sufficient for determination of eligibility for the benefits hereunder;
- 6. copy of Your homeowner's or renter's insurance policy or any document detailing other insurance or protection and/or reimbursements received for the occurrence; and
- 7. any other information reasonably required by the Insurer.

Claims submitted with incomplete or insufficient documentation may not be paid until all required documentation is received and provided the claim can be assessed on the basis of the information provided.

# EXTENDED WARRANTY

Extended Warranty coverage provides You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one additional year, on an Insured Item purchased anywhere in the world on or after the Effective Date when You use Your Desjardins Credit Card to pay the full cost of such item. Full cost does not include any reduced cost resulting from redemption of store credits, gifts cards, or other reward points programs.

Coverage is limited to Insured Items with an Original Manufacturer Warranty of five years or less.

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of an Insured Item, where such parts and/or labour cost were specifically covered under the terms of the Original Manufacturer's Warranty and are limited to the repair or replacement cost of the Insured Item at the Insurer's discretion, not exceeding the Insured Item's original purchase price charged to Your Desjardins Credit Card, subject to the limitations and exclusions below.

Benefits payable under the Policy will be paid upon receipt of evidence that the Insured Item was repaired or replaced, and the cost of repair or replacement was paid with Your Desjardins Credit Card. If replacing the Insured Item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original Insured Item. Extended Warranty benefits are subject to a maximum of **\$10,000** per Insured Item and a lifetime maximum of **\$50,000** per Account.

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

### LIMITATIONS AND EXCLUSIONS

### Extended Warranty does not cover the following:

- items purchased with an Original Manufacturer's Warranty of more than five years;
- 2. used, rebuilt, or remanufactured items;
- 3. automobiles, motorboats, airplanes, rotorcrafts, unmanned or remotely operated aircraft systems (such as, but not limited to, drones), motorcycles, motorscooters, e-bikes, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles including motorized wheelchairs (except for miniature electrically powered vehicles intended for recreational use by children) and any of their respective parts or accessories the do not function independently from the motorized vehicle;
- consumable construction materials or materials intended to become fixtures of real property such as, but not limited to, tiles, beams, carpets, windows, doors, or vanities;
- **5.** damage resulting from normal wear or tear, or product defects which would not have been covered by the Original Manufacturer's Warranty.

### **Coverage Period**

Coverage ends on the date the Account ceases to be in Good Standing.

### HOW TO CLAIM

### PRIOR to proceeding with any action or repair services or replacement of the Insured Item, You MUST obtain the Insurer's approval in order to ensure eligibility for payment of Your claim.

Immediately after learning of a loss, or an occurrence which may lead to a loss covered under the Policy, notify the Insurer by initiating a claim online at **desjardins.assurant.com/en** or calling **1-888-409-4442**.

At the sole discretion of the Insurer, You may be required to send the damaged Insured Item which a claim is based on, to the Insurer, at Your own expense, in order to support Your claim.

### **Proof and Required Documents**

You will be required to submit a completed claim form and provide documentation to substantiate the claim, including:

- 1. original vendor's sales receipt showing the vendor information, date, description of the Insured Item, and total cost;
- 2. Account statement showing Your name, Account number, and the charge;
- 3. copy of the written repair estimate from an authorized repair centre;
- 4. a copy of the Original Manufacturer's Warranty;
- 5. any other information reasonably required by the Insurer.

Claims submitted with incomplete or insufficient documentation may not be paid until all required documentation is received and provided the claim can be assessed on the basis of the information provided.

### **GENERAL PROVISIONS AND STATUTORY CONDITIONS**

These coverages are subject to the general provisions and statutory conditions stated herein.

### NOTICE AND PROOF OF CLAIM

Written notice of claim (on a claim form or online at **desjardins.assurant.com/en**) must be given to the Insurer as soon as reasonably possible after the occurrence or commencement of any loss covered under the Policy, but in all events, provided within 90 days of the date of such loss. Written notice given by or on behalf of the claimant to the Insurer, with information sufficient to identify the Cardholder, shall be deemed notice of claim to the Insurer.

Failure to provide proof of claim within the time prescribed herein does not invalidate the claim if it is shown that it was not reasonably possible to provide proof or notice within the time so prescribed. The proof or notice must be given as soon as reasonably possible and in no event later than one year from the date of loss. If the notice or proof is given after one year, Your claim will not be paid.

### PAYMENT OF CLAIM

Payment made in good faith in respect of a claim will discharge the Insurer to the extent of that claim.

### PAIR OR SET

Claims for Insured Items belonging to and purchased as a pair or set will be paid for at the purchase price of the pair or set provided that the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability will be limited to payment equal to the proportionate part of the purchase price.

### GIFTS

Mobile Devices and Insured Items that You give as gifts are covered provided the eligibility requirements are met. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

### OTHER INSURANCE OR PROTECTION

Mobile Device Insurance, Purchase Protection and Extended Warranty benefits are in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim.

The Insurer will be liable only:

- for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and
- if all such other coverage has been claimed under and exhausted, and further subject to the terms, limitations and exclusions set out in this Certificate of Insurance.

This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### DUE DILIGENCE

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the Policy.

### SUBROGATION

Following payment of Your claim under the Policy, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies You have against any party in respect of such claim, and shall be entitled, at its own expense, to sue in Your name. You shall give the Insurer all such assistance as is reasonably required to secure the Insurer's rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in Your name.

### TERMINATION OF INSURANCE

Coverage ends on the earliest of:

- 1. the date the Account ceases to be in Good Standing;
- 2. the date the Cardholder ceases to be eligible for insurance; and
- 3. the date the Policy terminates.

No benefits will be paid under this Policy for loss or damage occurring after the coverage has terminated, unless otherwise specified or agreed.

### FALSE CLAIM

If You make a claim knowing it to be false or fraudulent in any respect, You will not be entitled to the benefit of coverage under the Policy, nor to the payment of any claim made under the Policy.

### 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, Limitations Act* or other applicable legislation in Your province or territory.

### IF YOU HAVE A CONCERN OR COMPLAINT

If You have a concern or complaint about Your coverage, please call the Insurer at **1-888-409-4442**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may obtain detailed information for the Insurer's resolution process and the external recourse either by calling the Insurer at the number listed above or at: **assurant.ca/customer-assistance** 

### PRIVACY POLICY

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your personal information outside Your province in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling **1-888-778-8023** or from their website: **assurant.ca/privacy-policy**. If You have any questions or concerns regarding the privacy policy, the purposes and means for which Your information is being collected, Your rights, Your options for refusing or withdrawing Your consent to the use of Your personal information, You may call the Insurer at the number listed above.

#### COPY OF THE POLICY

The Cardholder or a person making a claim under this Certificate of Insurance may request a copy of the Policy and/or a copy of the application for this insurance, if applicable, by writing to the address shown below:

#### Assurant

#### **Canadian Head office**

5000 Yonge Street, Suite 2000 Toronto, Ontario M2N 7E9

## DEFINITIONS

The following words or phrases have the meanings set forth below:

**ACCIDENTAL DAMAGE** means damage caused by an unexpected and unintentional external event, such as drops, cracks and spills that occur during normal daily usage of the Mobile Device as the manufacturer intended.

**ACCOUNT** means the Cardholder's Desjardins Credit Card Account.

**CARDHOLDER** means a person to whom a Desjardins Credit Card has been issued and whose name is on the card. Cardholder may also be referred to as "You" and "Your".

**DESJARDINS CREDIT CARD** means a Visa Business Card and/or a Visa Business Advantage Card credit card issued by the Policyholder.

**DOLLARS and \$** means Canadian dollars.

EFFECTIVE DATE means September 9, 2024.

**GOOD STANDING** means, with respect to an Account, that the Account is in compliance with all terms of the Cardholder Agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed such Account.

**HOUSEHOLD MEMBER** means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, brothers, sisters, stepbrothers and stepsisters whose permanent residence and address is the same as the Cardholder.

**INSURED ITEM** means an eligible new item (a pair or set being one item) of tangible moveable property for which You use Your Desjardins Credit Card to pay the purchase price.

**MOBILE DEVICE** means a new or, if purchased directly from the manufacturer or a Provider, a refurbished cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet-based and/or wireless communication capabilities.

**MYSTERIOUS DISAPPEARANCE** means a Mobile Device or Insured Item 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.

**ORIGINAL MANUFACTURER'S WARRANTY** means an express written warranty valid in Canada and issued by the original manufacturer of the Mobile Device or Insured Item at the time of purchase, excluding any extended warranty offered by the manufacturer or any third party.

**PLAN** means a fixed-term contract offered and provided by a wireless service Provider.

**PROVIDER** means a Canadian wireless service Provider.

**PURCHASE PRICE** means the Total Cost paid with Your Desjardins Credit Card if purchasing the Mobile Device outright, or the Total Cost You will pay if funding the purchase of a Mobile Device through a Plan.

**TOTAL COST** means the cost of a Mobile Device, including any applicable taxes, and less any Trade-In Credit(s) and costs for fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs, or similar costs and fees.

**TRADE-IN CREDIT(S)** means an in-store credit or certificate issued by a retailer or Provider to You when You trade-in an old mobile device.