

CWB VISA BUSINESS CARD WAIVER OF LIABILITY PROGRAM Terms and Conditions

The CWB Visa Business Card Waiver of Liability Program (the “Program”) is a program provided by Collabria Financial Services Inc. (“Collabria”), the issuer of the Visa Business Card, which allows a Company to request a waiver of the Company’s liability for eligible Waivable Charges made by the Authorized Cardholder.

DEFINITIONS

The following words or phrases have the following meaning:

Account means the Authorized Cardholder’s Visa Business Card account, which must be in Good Standing.

Affidavit of Waiver means a written request in the form attached as “Schedule 3 – Affidavit of Waiver”, sent by the Company to Assurant requesting Waivable Charges to be waived.

Assurant means Assurant Services Canada Inc. who is the administrator of the Program.

Authorized Cardholder means a physical person who is authorized by the Company to hold and use the Visa Business Card.

Billed with respect to any Charge, is based on the Statement Date.

Cardholder Agreement means the agreement which governs the issuance and use of Visa Business Cards.

Cash Advance(s) means an advance of cash obtained using the Visa Business Card.

Charges mean all amounts, including Cash Advances, charged to the Account.

Company means a corporation, partnership, sole proprietorship or any other entity who has an active and in force Cardholder Agreement, and who is in Good Standing.

Dollars and \$ means Canadian dollars.

Good Standing means, with respect to an Account, that the Company has not advised Collabria to close it or Collabria has not suspended or revoked credit privileges or otherwise closed the Account; with respect to the Company, that the Company has adhered to the terms and conditions of the Cardholder Agreement.

Notification of Employment Termination means the earlier of:

1. The date the Company gives or receives a written notice of the Authorized Cardholder’s immediate or pending termination of employment or service to the Company;
2. The date the Authorized Cardholder leaves the Company’s service; and
3. If the Authorized Cardholder is a member of a bargaining unit of a union where the employer contract includes grievance procedures, the date the Company files a grievance with the labour arbitrator recommending the Authorized Cardholder’s employment be terminated.

Statement Date means the date identified in the Account statement issued by Collabria as the statement date.

Visa Business Card means a CWB Visa Infinite Business Card which is eligible to participate in the Program as determined by Collabria.

Waivable Charges mean:

1. Charges incurred by the Authorized Cardholder which do not benefit the Company directly or indirectly in whole or in part;
2. Charges incurred by the Authorized Cardholder which benefit the Company directly or indirectly, and the Company has reimbursed the Authorized Cardholder but the Authorized Cardholder has not paid Collabria;
3. Charges incurred up to 75 days before the Notification of Employment Termination and Billed no later than on the Statement Date coinciding with or immediately after the Notification of Employment Termination; and
4. Auditors’ fees incurred with Collabria’s written consent and incurred solely to substantiate the amount of the claim.

The Company must notify Collabria within 2 business days of the Notification of Employment Termination for Charges to be considered Waivable Charges.



WHAT IS THE MAXIMUM AMOUNT THAT CAN BE WAIVED?

The maximum amount that can be waived for eligible Waivable Charges is up to \$100,000 per Visa Business Card, subject to the terms, conditions, limitations and exclusions of the Program.

Cash Advances are limited to \$300 per day per Authorized Cardholder and a maximum of \$1,000 in total per Authorized Cardholder.

WHAT CHARGES ARE NOT COVERED?

The following Charges are excluded under this Program:

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Company's outstanding shares, or persons who are not employees and/or authorized designated persons of the Company at the time Charges were incurred;
2. Interest or fees imposed by Collabria on outstanding unpaid Charges;
3. Where Collabria Bills the Authorized Cardholder directly, any amount on a cheque submitted by the Authorized Cardholder which is not honoured by the Authorized Cardholder's financial institution due to non-sufficient funds or a closed account if, within the last 12 months, the Authorized Cardholder has submitted any other cheque to Collabria which was not honoured by the Authorized Cardholder's financial institution due to non-sufficient funds or a closed account;
4. Charges incurred to purchase goods or services for the Company or for persons other than the Authorized Cardholder, instructed or approved by the Company in accordance with the Company's policies, if those goods or services are of the type which are regularly purchased by or for the Company. However, these Charges may become Waivable Charges in cases where Collabria Bills the Authorized Cardholder and the Company reimburses the Authorized Cardholder but the Authorized Cardholder fails to pay Collabria;
5. Charges incurred on or after the Notification of Employment Termination;
6. All Waivable Charges if the Company:
 - a) did not notify Collabria as set out in section E. **WHAT ARE THE RESPONSIBILITIES OF THE COMPANY?** under the subsection **Notification to Collabria**; or
 - b) did not submit an Affidavit of Waiver to Assurant within 30 days of the Notification of Employment Termination.
7. Charges incurred or Billed earlier than 75 days prior to the Notification of Employment Termination;
8. Charges resulting from a lost or stolen Visa Business Card;
9. Charges to an Account which is not in Good Standing;
10. Cash Advances exceeding \$300 per day per Authorized Cardholder or \$1,000 in total per Authorized Cardholder; or
11. Any interest on money owing.

WHAT ARE THE RESPONSIBILITIES OF THE COMPANY?

Before requesting for Waivable Charges to be waived, the Company **MUST** meet the following requirements:

1. **Notification to Collabria:**

- a) Within 2 business days of the Notification of Employment Termination, the Company must notify Collabria with a request to cancel the Account by:
 - (i) calling Collabria toll free at 1.855.341.4643; or
 - (ii) by completing the form attached as "Schedule 1 – Close Business Cardholder Account Request Form" and sending it by email to info@collabriafinancial.com.

The Company must record the exact date and method of notification used to notify Collabria in the Affidavit of Waiver.

2. **Notification to the Authorized Cardholder:**

The Company must notify the Authorized Cardholder in writing in the form attached as "Schedule 2 – Authorized Cardholder CWB Visa Business Card Account Cancellation" and use its best efforts to retrieve the Visa Business Card from the Authorized Cardholder immediately after the Notification of Employment Termination but no later than 2 business days of notifying Collabria to cancel the Account. A copy of the notification to the Authorized Cardholder must be attached to the Affidavit of Waiver.

If the Company knows the Authorized Cardholder has received reimbursement for outstanding amounts owed to Collabria as of the Notification of Employment Termination, the Company must promptly notify Collabria.

HOW TO REQUEST A WAIVER OF LIABILITY

The Company must complete an Affidavit of Waiver in the form attached as "Schedule 3 – Affidavit of Waiver" and attach the following documents:

1. Copy of the CWB Visa Business Card Account Cancellation form sent to the Authorized Cardholder;
2. Copy of the Close Business Cardholder Account Request Form, if Visa Business Card was cancelled by email;
3. Itemized list of Waivable Charges; and
4. Account statements showing the Waivable Charges.



The completed Affidavit of Waiver and required documents must be sent to Assurant within 30 days of the Notification of Employment Termination by:

1. Email to inclusive.benefits@assurant.com with the subject line “Waiver of Liability Request”; or
2. Mail to Assurant at:

P.O. BOX 7300
KINGSTON (ONTARIO) K7L 0B2

INQUIRIES

For questions regarding the Program or a request for waiver of liability, please contact Assurant:

By email: inclusive.benefits@assurant.com

By telephone: 1.855.255.4037

GENERAL PROVISIONS

Recovery

If the Company recovers any amounts for Waivable Charges from any source after the Company has filed an Affidavit of Waiver with Collabria, the Company must remit all such amounts to Collabria within 60 days from the date of recovery. The Company agrees to assign any rights it may have to collect Waivable Charges subject of a claim to Collabria.

Other Insurance

This Program does not cover losses that are covered by other programs or insurance. Losses above those covered by other programs or insurance may be eligible for payment, subject to the terms, conditions, limitations and exclusion of the Program.

Termination

This Program will terminate on the earliest of the following:

1. the date the Company’s Cardholder Agreement is cancelled; and
2. the date the Program is discontinued, for which advance written notice will be provided.

Misstatement

Any fraud, misstatement or concealment by the Company regarding any matter affecting the Program or in connection with a request for waiver of liability shall render the Company’s eligibility to participate in the Program void.



CWB VISA BUSINESS CARD
WAIVER OF LIABILITY PROGRAM

Schedule 1



CLOSE BUSINESS CARDHOLDER
ACCOUNT REQUEST FORM

Please complete this form if an existing Collabria Business cardholder is no longer employed with your company. Although the account will be closed, you are still responsible for any outstanding balance. If fraud is suspected on this account, please call 1-855-341-4343 immediately.

COMPANY INFO

Cardholder Name

Company Name

Credit Card Account Number

CARDHOLDER INFO

Cardholder Name

Date of Birth

Mother's Maiden Name

Phone Number

REQUIRED AUTHORIZATION

Signature of Authorized Business Representative

Date

Printed Name of Authorized Business Representative



PO Box 82029 RPO Connaught | Calgary, Alberta T2R 0X1 | Fax: 1.844.281.8327

Send this form within 2 business days of Notification of Termination of Employment to: info@collabriefinancial.com

CWB VISA BUSINESS CARD
WAIVER OF LIABILITY PROGRAM

Schedule 2
CWB VISA BUSINESS CARD ACCOUNT CANCELLATION

Date: _____

From: _____

To: _____

Re: Visa Business Card Account number ending in _____ (last 4 digits)

Please be advised, the above-mentioned Visa Business Card Account has been cancelled for the following reason:

You must:

- Immediately discontinue all use of the card.
- Return the card to us.
- If you are invoiced directly by Collabria, pay any outstanding charges immediately.

Thank you for your co-operation in this matter.

Yours truly,

(Authorized Signature)

**CWB VISA BUSINESS CARD
WAIVER OF LIABILITY PROGRAM**

**Schedule 3
AFFIDAVIT OF WAIVER**

Complete form and attach the following documents:

- Detailed list of Waivable Charges
- Account statements showing Waivable Charges
- Copy of the CWB Visa Business Card Account Cancellation form sent to the Authorized Cardholder
- Copy of the Close Business Cardholder Account Request Form, if Visa Business Card cancelled by email

Send completed form and required documents within 30 days of Notification of Employment Termination to the Assurant:

by e-mail to: inclusive.benefits@assurant.com (subject line "Waiver of Liability Request")

Or by mail to:

Assurant
P.O. BOX 7300
KINGSTON (ONTARIO) K7L 0B2

COMPANY INFORMATION

Company Name

Address

City

Province

Postal Code

Contact Person

Contact Phone

Email (optional)

Is the Company covered for this loss under another program or insurance policy? Yes No

If yes, has a claim been submitted?

AUTHORIZED CARDHOLDER INFORMATION

Visa Business Card Account Number

First 6 digits:

Last 4 digits:

Authorized Cardholder Name

Business Address

(If different from Company address)

City

Province

Postal Code

Phone

Mobile

Date of Notification of Employment Termination (mm/dd/yyyy)

Account Cancellation Request

Date: _____ Telephone Email

REQUEST FOR WAIVER OF CHARGES - DECLARATION

I wish to certify that the above-named Authorized Cardholder was an eligible Authorized Cardholder under the Cardholder Agreement and as defined in the Terms and Conditions of the Program. In accordance with the terms of the CWB Visa Business Card Waiver of Liability Program, the above-named Authorized Cardholder has made Waivable Charges which did not benefit the Company and/or were not approved by the Company and/or has received reimbursement for Company expenses but failed to render payment to Collabria in the total amount of \$_____ as detailed in the attached list of Charges and Account statements.

As the Company is liable for these Charges under a Cardholder Agreement with Collabria, the Company requests Waivable Charges to be waived under the terms and conditions of the Program. The Company understands that any amounts for Waivable Charges recovered from any source after submitting this Affidavit of Waiver, must be remitted to Collabria immediately.

The Company further agrees to assign any rights it may have to collect the Waivable Charges subject of this claim to Collabria.

I CERTIFY THAT I AM A CORPORATE OFFICER OF THE COMPANY AND THAT ALL THE ABOVE INFORMATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature _____

Date: _____

Printed Name: _____

Title: _____