



Only applicable to: Alberta, British Columbia, Manitoba, New Brunswick, Québec and Saskatchewan

TECHNOLOGY INSURANCE COMPANY, INC. (CANADIAN BRANCH)

**330 Eagle Street,
Newmarket, ON, L3Y 1K1**

WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE POLICY

Various provisions in the Policy restrict coverage. Read the entire Policy carefully to determine rights, duties, and what is and is not covered.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT(S) PAYABLE.

These terms and conditions are in addition to rights and protections provided under any consumer protection laws and regulations which apply in the jurisdiction where you live.

Thank you for your recent purchase of Samsung's Wireless Communications Equipment Insurance Policy. This document, together with your Summary of Cover, the Québec fact sheet, the notice of rescission and Proof of Purchase, terms, conditions, limitations, exceptions, and exclusions constitute the entire agreement between you and us and forms your insurance Policy (the 'Policy').

The words "we," "us," "our," and the "Insurer" refer to the Canadian branch of Technology Insurance Company, Inc. that is providing the insurance. The terms "you" and "your" mean the Insured (as defined below).

This Policy is underwritten 100% by Technology Insurance Company, Inc., a Canadian branch location, whose registered office is at 330 Eagle Street, c/o CAS Accounting, Newmarket, ON, L3Y 1K1, Canada. The Insurer is authorized and regulated by the Office of the Superintendent of Financial Institutions (OSFI) and the Québec Autorité des marchés financiers ("AMF") (AMF Register-Insurer Number: 3001227360). These details can be checked on the OSFI Register at <https://www.osfi-bsif.gc.ca/en/supervision/who-we-regulate> and the AMF website by visiting: www.lautorite.qc.ca. The Insurer is also authorized and regulated by the respective provincial insurance regulatory bodies in BC, AB, MB, SK and NB. This Policy was issued in the course of Technology Insurance Company, Inc.'s business in Canada.

If you would like to receive a copy of your Policy documentation in paper format free of charge, please contact Technology Insurance Company, Inc., via writing at 330 Eagle Street, c/o CAS Accounting, Newmarket, ON, L3Y 1K1, Canada. Please make sure to state your Policy number, the main policyholder's name, and the address to which you would like us to send the paper copy.

Knox Guard Mandatory Activation: You must activate Samsung Knox Guard on any Galaxy Smartphone or Tab within 30 days of the Policy start date. You are not covered for any theft or loss of your Smartphone or Tab until Knox Guard has been activated. Knox Guard is Samsung's built-in security feature. We use it to lock any lost and stolen Galaxy Smartphone or Tablet to protect your data and prevent any fraudulent use. It will only be used when you make a successful claim. Knox Guard does not affect the normal working of your Samsung Device. Knox Guard will activate automatically if your Galaxy Smartphone or Tab is purchased directly from Samsung and is connected to WiFi or mobile data within 7 days. We will also send an activation link and reminder to the contact details you provided. Knox Guard must also be activated on any replacement Device issued as part of a claim under this Policy or your Samsung warranty. **If you do not activate Knox Guard on your insured Galaxy Smartphone or Tab within 30 days of your Policy start date, we will cancel your Policy.**

A. DEFINITIONS

Throughout this Policy, the following capitalized words have the below stated meaning:

- "Agent": refers to: (i) Samsung Electronics Canada Inc. ("SECA") in Manitoba and Saskatchewan only; and (ii) Servify Canada Inc. ("Servify") in Alberta, British Columbia, Manitoba, New Brunswick and Saskatchewan.
- "Authorized Samsung Service Centre" means: the service centre providing repair and replacement services as referenced in this Policy on our behalf.
- "Covered Loss": has the meaning given under section D – PRODUCT ELIGIBILITY.
- "Device": means the specific Samsung smartphone, tablet, or wearable device you purchased new in Canada from Samsung, a Samsung Experience Store, or an authorized Retailer or Distributor;
- "Eligible Device": means a Device that appears on the eligible devices list and expressly excludes Galaxy Ring and Galaxy Fit devices. To see the list of eligible devices, please visit <https://www.samsung.com/ca/offer/samsung-care-plus>.
- "Policy Period": means the policy period which is selected by you upon the purchase of this Policy as reflected in the Declarations Page, and is either the:
 - a. One- (1-) or two- (2-) year term; or
 - b. Month-to-month term that automatically renews month-to-month, provided:
 - (i) the Policy will terminate on the thirtieth (30th) day after the day upon which a monthly payment is not received; and



- (ii) if not cancelled and if premium is continuously paid as required, the Policy will terminate upon the end of the third (3rd) year.
- “Insured”: means the person who made the original purchase of this Policy and Device, for his or her interest in the Device, and who is identified on the Declarations Page.
- “Proof of Purchase”: means the original purchase receipt provided at the point of sale that confirms the date on which the Policy and the Device were purchased;
- “Retailer” or “Distributor”: means the seller that has been authorized by Samsung to sell this Policy to you;
- “Samsung”: means Samsung Electronics Canada Inc. located at 2050 Derry Road W. Mississauga, ON L5N 0B9;
- “Summary of Cover”: is the document detailing all cover provisions, conditions, exclusions, and limitations for the Policy that has been provided to you at the time of the sale;
- “Territory”: means the jurisdiction in which your Policy was purchased and is valid, as specified in the “Territory” section below.

B. PREMIUM

1. Full Term Premium

If you have chosen the option to pay the full amount upfront for the 1- or 2-year term, your premium is payable when you purchase the Policy.

2. Month-to-Month Premium

If you have chosen the month-to-month term, the Monthly Premium Rate per unit is payable as set forth on the Declarations Page.

3. Premium Rate

If you purchase the Policy at a Samsung Experience Store, or online through samsung.com/ca, the Policy premium rate for your Device is located at the following link: samsung.com/ca/offer/samsung-care-plus/. If you purchase the Policy from a Canadian authorized Retailer or Distributor, please refer to the place of purchase for the applicable Policy premium rate.

C. TERRITORY

- a. The Policy is available only to residents of the following provinces in Canada: British Columbia, Alberta, Saskatchewan, Manitoba, Québec, and New Brunswick.
- b. All coverage provided under this Policy is offered in Canada. Coverage may be available outside of Canada on a limited basis and at our sole discretion. Please contact 1-800-SAMSUNG for additional information.

D. PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Policy, the Device must: (i) be an Eligible Device; (ii) be purchased from Samsung or an authorized Retailer or Distributor; and (iii) be a Covered Device.

For the purposes of this Policy, “Covered Device” means only the mobile wireless communications equipment as follows:

- a. One (1) wireless Device that we have designated as an Eligible Device for coverage under this Policy and which you purchased new in Canada as specified on the Declarations Page.
- b. One (1) standard battery, provided the battery failure or defect is not covered by the manufacturer’s warranty.
- c. Device must have been registered and activated with a Canadian wireless service provider within sixty (60) days of the Device Purchase Date.

The term “Covered Device” does not include:

- a. Contraband or property in the course of illegal transportation or trade.
- b. Data, meaning information input to, stored on, or processed by the Device. This includes documents, databases, data sticks, messages, licences, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft, original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Device (including property in transit) that has been entrusted to others for any service, repair, or replacement instead of the Authorized Samsung Service Centre or its designee.
- e. Nonstandard Software, meaning software other than Standard Software. “Standard Software” means the operating system preloaded on or included as standard with the Device from the manufacturer.
- f. Replacement SIM card or related items.
- g. Wireless Equipment whose unique identification number (including serial number, ESN, MEID, IMEI, or similar unique identification number):
 - (i) has been altered, defaced, or removed; or



- (ii) where, for any reason whatsoever, we are unable to validate the unique identification number of the Device due to intentional or accidental damage such as Device being crushed, bent, falling from heights such as balconies or windows, being run over or falling from moving vehicle.
- h. Nonstandard External Media, meaning physical objects on which data can be stored but which are not integrated components of the Device required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Device from the manufacturer, but which are not integrated components of the Device required for it to function.
- i. Any property that is not owned or leased by you.
- j. Any other equipment or accessories not described as Device, including accessories that do not come with your Device in the original manufacturer's package, car chargers, Bluetooth headsets, and face plates.
- k. Batteries (except as otherwise provided with respect to standard batteries or unless otherwise covered as a covered accessory when part of a loss to other Device).
- l. Devices used for commercial purposes, provided by you for use by the general public, or used for lease or rental. Use of a Device for these purposes will void this Policy.
- m. Any loss or amount other than the repair or, if applicable and at our sole option, the replacement of the Device.
- n. Lost or user replaced parts.
- o. "No problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced.
- p. Devices purchased as used, recertified, or refurbished.

E. COVERAGE

During the Policy Period, and in exchange for premium paid when due, we agree to provide the coverage as stated in the Policy for a Covered Device purchased by the Insured, either on a month-to-month basis or for the full term, as specified on the Declarations Page on the date that the Covered Loss occurs.

For the purposes of this Policy, "Covered Loss" means:

- a. mechanical malfunction or electrical breakdown of the Device not covered by the manufacturer's warranty that renders it inoperable;
- b. accidental damage from handling as a result of normal use, except as limited or excluded elsewhere in this Policy; or
- c. loss or theft of the Device.

Under this Policy, we may choose to repair or replace your Covered Device. At our sole option, we may choose to replace your Covered Device rather than repair it. If we replace your Covered Device, your Covered Device may be replaced with a brand new or a refurbished Samsung device, at Samsung's discretion, of like kind and quality and with comparable features and functionality, but not necessarily of the same colour and not to exceed the current value of your Covered Device as determined by Us ("Replacement Device").

Any repair covered under this Policy may only be performed by an Authorized Samsung Service Centre.

Any part that has been replaced or exchanged, or your Device, in part or as a whole, that was subject to a claim under this Policy and replaced by a Replacement Device, shall immediately become our property ("Old Device"). We have the right to, at our sole discretion, either (i) block the Old Device using Samsung Knox Guard, or (ii) blacklist the Old Device in Canada or globally.

Standard accessories included with your Covered Device in the original manufacturer's packaging will only be replaced when incompatible with the Replacement Device. Coverage under this Policy will be extended to the Replacement Device for the duration of time remaining under the Policy. The Replacement Device will become the Device covered by this Policy.

F. EXCLUSIONS

This insurance does not apply to loss or damage identified in, directly or indirectly caused by, or resulting from any of the following:

1. Governmental Authority

Seizure or destruction of property by order of governmental authority.

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage.

3. War

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force; or



(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

4. Delay, Loss of Use

Indirect, incidental, or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience, or delay in repairing or replacing Device.

5. Dishonest or Criminal Acts

Dishonest, fraudulent, or criminal acts by you, any authorized user of the Device, anyone you entrust with the Device, or anyone else with an interest in the Device for any purpose, whether acting alone or in collusion with others.

6. Obsolescence

Obsolescence or depreciation.

7. Recall or Design Defect

- (a) Manufacturer's recall; or
- (b) Error or omission in design, programming, or system configuration.

8. Cosmetic Damage

Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes:

- (a) Marring, or scratching.
- (b) Change in colour or other change in the exterior finish.
- (c) Expansion or contraction.

9. Covered Under Warranty

Loss or damage that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before coverage for future claims is applicable.

10. Late Claims

Claims not reported as required by this Policy.

11. Programming, Repair Work

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon Device.

12. Virus

Computer virus or any other malicious code or similar instruction that:

- (a) Disrupts the normal operation of the Device; or
- (b) Results in destruction or unsuitability of data or programs stored in the Device.

13. Voluntary Parting

Voluntarily parting with Device by an Insured or by any person entrusted with Device, whether or not induced to do so by any fraudulent scheme, trick, device, or false pretense.

14. Intentional Loss or Damage

Abuse, intentional acts, vandalism, or use of the Device in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

15. Pollution

The discharge, dispersal, seepage, migration, or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapour, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

16. Fees or Charges

Any fees or charges assessed by the Wireless Service Provider or anyone acting on their behalf.

17. Failure to Mitigate

Failure to do what is reasonably necessary to minimize the loss and to protect the Device from any further loss.

18. Vermin

Insects, rodents, or other vermin.

19. Other Parties



Device malfunction or damage resulting from repairs conducted by other parties, including without limitation improper installation on, or improper equipment modifications to the Device.

20. Minor Imperfections

Minor imperfections in Devices that otherwise meet design specifications (including but not limited to scratches and dents) that do not affect functionality of the Device.

21. Outside Policy Period

Any malfunction or damage occurring (i) prior to the effective commencement date of the Policy; or (ii) after this Policy is cancelled or expired.

G. FILING A CLAIM

When your Device experiences a Covered Loss and you wish to file a claim, visit <https://samsungca.servify.com> or call us between 9AM and 9PM EST / 7 days per week (including holidays) at 1-877-340-0918 to initiate a claim within 30 days of the Covered Loss. You may be required to provide us with the original Proof of Purchase, Declarations Page or with any other information we may reasonably request. In the event of a Covered Loss as defined in Section E above, upon processing your claim, we will supply you with a return courier package which you must use to ship your damaged or inoperable Device to us for repair. Expedited repair services at an authorized walk-in repair centre may be available for certain repairs in or near your geographical location. We will offer you this option if available. We will pay for the cost of shipping the Covered Device to and from the Authorized Samsung Service Centre if mail-in service is required. Once a claim is approved, we will provide for claim fulfillment at an Authorized Samsung Service Centre or by mail, at our sole discretion.

When a claim is made, we or our Agent will notify the Insured of our assessment of the claim within 60 days after we or our Agent receives all the information requested from the Insured presenting the claim. We may choose, at our sole discretion, to replace your Device rather than repair it. Repair or replacement of the Device will be done within 60 days after the Insured, or his or her designee, has complied with all the terms of the Policy, and we have agreed with the Insured about the repair or replacement.

If a replacement is provided, you will receive the replacement by mail within 5 to 10 business days, in most cases. If you choose to have the replacement device delivered on a Saturday, there is an additional \$50 shipping fee, which fee is subject to change in accordance with our policies from time to time.

NOTE: You are responsible for backing up all software and data prior to commencement of any repairs or replacement. We are not responsible for any lost data, including documents, databases, messages, licences, contacts, passwords, books/magazines, games, photos, videos, music, or other nonstandard software or data on your Device. It is your responsibility to remove your SIM and memory card, and any accessories, if possible, and to delete all personal or sensitive data from the Device before you ship it. It is your responsibility to back up the contents of your Device. DURING THE REPAIR SERVICES, WE WILL RESET YOUR DEVICE, REMOVE ANY REMAINING CONTENTS, AND INSTALL THE CURRENT OPERATING SYSTEM, INCLUDING ANY REQUIRED UPDATES, WHICH WILL RESULT IN THE PERMANENT LOSS OF ALL CONTENTS THAT WERE INSTALLED OR STORED IN YOUR DEVICE PRIOR TO THE REPAIR SERVICES. Your Device will be returned to you configured as originally purchased, subject to applicable updates. Third-party applications/software previously installed in the Device may not be compatible or properly function with the Device as a result of required updates to the operating system. This Policy does not provide for restoration of data to your Device or, if applicable, its replacement under this Policy.

NOTE: We may deny any claim if: (a) any information we have reasonably requested is not provided; (b) we discover your claim submission was made fraudulently; or (c) you concealed or misrepresented any material facts related to your claim.

H. LIMITS OF INSURANCE

1. In no event shall the coverage provided in connection with a claim exceed \$3,000. This limit shall apply separately to each claim.
2. **The Insured is eligible for unlimited claims, related to mechanical malfunction, electrical breakdown and accidental damage from handling and must be reported within 30 calendar days of the Covered Loss**
3. **The Insured is limited to two (2) claims related to loss or theft in any consecutive 12-month time period for the Device.**
4. Our liability under this Policy is strictly limited to the repair or, if applicable and at our sole option, the replacement of your Device. If you pay for the costs of repair or replacement of the Device, we will not reimburse you for such costs. We are not liable for any loss of programs, data, or other information stored on your Device or any media. In no event will we be liable to you or any third party for any damages resulting from, or relating directly or indirectly to, your Policy, including, but not limited to, any damages you may suffer if data left on your Device is accessed, or alternatively, is unrecoverable.

I. DEDUCTIBLE

1. Payment

You must pay a non-refundable deductible for each approved repair or replacement before your claim can be completed, and it does not reduce the Limit of Insurance. Only the Insured may pay the deductible.

2. Deductible Amounts



The deductible amount is based on the device tier of the claimed Device, as shown in the deductible schedules below.

3. Replacement Deductibles

In the event you submit a claim for the loss or theft of your Device, a replacement deductible will apply to such claim as follows:

DEVICE/TIER	REPLACEMENT DEDUCTIBLE
Wearable Devices (Watch)	\$79.00
Tablet – TIER 1	\$79.00
Tablet – TIER 2	\$149.00
Tablet – TIER 3	\$149.00
Smartphone – TIER 1	\$79.00
Smartphone – TIER 2	\$149.00
Smartphone – TIER 3	\$199.00
Smartphone – TIER 4	\$199.00
Smartphone – TIER 5	\$339.00

4. Malfunction, Breakdown or ADH Deductibles

In the event you submit a claim for mechanical malfunction, electrical breakdown, or accidental damage from handling the following deductibles will apply:

DEVICE/TIER	DEDUCTIBLE	SCREEN-ONLY DEDUCTIBLE
	<ul style="list-style-type: none"> Mechanical Malfunction or Electrical Breakdown; or Accidental Damage 	<ul style="list-style-type: none"> Exterior screen mechanical malfunction; or Interior screen mechanical malfunction
Wearable Devices (Watch)	\$39.00	N/A
Tablet – TIER 1	\$39.00	
Tablet – TIER 2	\$39.00	
Tablet – TIER 3	\$39.00	
Smartphone – TIER 1	\$39.00	\$39.00
Smartphone – TIER 2	\$79.00	
Smartphone – TIER 3	\$129.00	
Smartphone – TIER 4	\$129.00	
Smartphone – TIER 5	\$129.00	

- Upon processing your claim, we will supply you with a return courier package which you must use to ship your damaged or inoperable Device to an Authorized Samsung Service Centre for repair.
- For screen-only claims, if upon inspection of your Device it is discovered that the malfunction is beyond screen-only, the full Deductible will apply and you will be charged the difference.
- For Samsung Flip devices, the Screen-Only Deductible shall apply if only one screen panel is damaged. If both the interior and exterior screens are malfunctioning, the full Deductible will apply.
- If you make a claim related to mechanical malfunction, electrical breakdown, or accidental damage from handling, and we choose to provide you with a Replacement Device, then only the Replacement Deductible will apply to your claim.
- The deductible for Tablets and Smartphones is determined by the device tier based on the make and model of your Device. To find your Device’s tier, please refer to the Declarations Page or call us at 1-877-340-0918.
- Expedited repair services at an authorized walk-in repair centre may be available for certain repairs in or near your geographical location. We will offer you this option if available.

J. OPTIONS CONCERNING RETURN OF DAMAGED AND/OR MALFUNCTIONING DEVICE

If a replacement is provided, we will provide a prepaid shipping label and envelope in which to return the damaged or malfunctioning Device to us. If the damaged or malfunctioning claimed Device is not returned within 30 days of the receipt of the Replacement Device, a non-return fee as applicable to the model of claimed Device, not to exceed fifteen hundred dollars (\$1,500.00), may be charged to the Insured. If the Insured returns a device which is not the claimed Device, a shipping and restocking fee of \$15 may be charged to the Insured.

K. TERMINATION

- Subject to the Statutory Conditions applicable to you, we may terminate the Policy by giving you 15 days’ notice of termination by



registered mail at your last known address.

2. You may terminate the Policy on request or by contacting us at any time.
 - a. If you purchased the Policy online through us, call 1-800-SAMSUNG (726-7864) between 9AM and 9PM EST/7 days per week (including holidays) or send a text to WECARE (932-273), 24 hours / 7 days per week (including holidays).
 - b. If you purchased the Policy from a Samsung Experience Store, contact any Samsung Experience Store location in Canada.
 - c. If you purchased the Policy at a retail location, you must contact that Retailer or Distributor.
3. Where the insurance is cancelled, you will be refunded any unearned premium due and calculated in accordance with applicable law. Any overpayment of the premium will be refunded to the Insured.
4. You may rescind this Policy without penalty within twenty (20) days of enrolment on request or by sending us a notice.

L. COMPLAINTS PROCEDURE

1. It is always our and Samsung's intention to provide you with the best service. However, if you are not happy with the service, please notify us via email at mxcare_ca@servify.tech or call 1 877-340-0918.
2. A representative will reply within five (5) business days receiving your complaint. If it is not possible to give you a full reply within this time (for example, because a detailed investigation is required), a representative will give you an interim response telling you what is being done to deal with your complaint, when you can expect a full reply and from whom. In most cases your complaint will be resolved within four (4) weeks. If it will take longer than four (4) weeks, a representative will explain the current position and let you know when you can expect a response.
3. You may also notify Technology Insurance Company, Inc. via its representatives at the telephone number found at (905) 853-0858 ext. 222 or via email: csexsmith@casaccount.com. Technology Insurance Company, Inc. will reply within ten (10) business days from when it receives your complaint. If it is not possible to give you a full reply within this time (for example, because a detailed investigation is required), Technology Insurance Company, Inc. will give you an interim response telling you what is being done to deal with your complaint, when you can expect a full reply and from whom. In most cases your complaint will be resolved within sixty (60) days. If it takes longer than sixty (60) days, Technology Insurance Company, Inc. will explain its current position and let you know when you can expect a response. For more information about our complaints policy, please visit <https://ticcanada.ca> in English and French.
4. With respect to any complaint relating to policies issued in Québec, such complaints will be handled in accordance with the Regulation respecting complaint processing and dispute resolution in the financial sector (CQLR, c. A-8.2, r.2), as well as our Complaint Handling Policy, available at the following address: <http://www.ticcanada.ca/traitement-des-plaintes>.
5. If you are a Québec resident and if you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may contact the AMF. The AMF can be reached at:

Place de la Cité, Tour PwC
2640, boulevard Laurier,
Bureau 400
Québec (Québec) G1V 5C1
Québec City: 418-525-0337
Montréal: 514-395-0337
Toll-Free: 1-877-525-0337
Fax: 418-525-9512
Website: www.lautorite.qc.ca

M. ADDITIONAL CONDITIONS

1. Claim Authorization and Loss Payment

Every action or proceeding against an insurer for the recovery of insurance money payable under this Policy is absolutely barred unless commenced within the time set out in the applicable provincial insurance legislation. We or our Agent have the right to settle the loss with the Insured or his or her designee.

No claims will be accepted unless authorized by our Agent or us.

All claims must be reported to the Insurer within 60 calendar days of incident by the Insured.

All repairs and replacements must be made by the Authorized Samsung Service Centre unless we or our Agent gives the Insured other specific directions. In no event will Insureds be entitled to reimbursement for any out-of-pocket expenses.

2. Eligibility/ Waiting Period

You can purchase this Policy only at the time you purchase your Device ("Device Purchase Date") or within sixty (60) days of the Device



(thirty (30) days for residents of Québec) Purchase Date.

3. Changes

The Policy's terms can be amended or waived only by endorsement issued by us and made a part of the Policy. If notice of such changes is mailed, proof of mailing will be sufficient proof of notice.

4. Legal Action Against Us

Every action or proceeding against us for the recovery of insurance money payable under this Policy is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), or other applicable legislation.

5. Transfer of Rights and Duties Under the Policy (Assignment)

You may transfer your fixed-term Policy to a subsequent owner of the Device when your Policy is valid at the time of such transfer. This Policy may be transferred one-time only and you must contact us and provide: (i) original proof of purchase; and (ii) new owner's name, address, telephone number and email address.

Only the Device to which this Policy applies as indicated on the Declaration Page is eligible for protection under the Policy. No rights and duties under the Policy may be transferred without our written consent. You cannot transfer the Policy to another Device. This does not apply to monthly Policy subscribers.

6. Merger and Integration

By purchasing this Policy, you expressly agree that you have had the opportunity to read and you hereby accept these terms and conditions. For Québec residents, you will be provided with a Summary of Cover, a fact sheet and a notice of rescission. This Policy and the Declarations Page you will receive containing the description of your Eligible Device(s) for which this Policy was purchased constitutes the entire agreement between you and us. No oral or written representations, warranties or conditions, and no amendment or modification of these terms and conditions will be binding on you or on us, except as otherwise required by law.

7. Data Privacy.

We are committed to the protection of your privacy, including the protection of any personal information we collect, use, or disclose in connection with the Policy. We may collect and use personal information, such as your name, telephone number, address, IMEI number, and other information that may directly or indirectly identify you when you purchase the Policy, when you request and receive service or file a claim in connection with the Policy, and for other purposes permitted or required by law.

Your personal information may be collected on our behalf and shared with us by the retailer from whom you purchased the Policy. We may share personal information with our third party service providers to facilitate any repairs in connection with the Policy, and for other purposes permitted or required by law. When we have disclosed personal information to these parties, including your name, address, telephone number and email address, it will be handled in accordance with their own legal and regulatory obligations and related privacy policies. Our handling of the personal information will be subject to our Privacy Policy, located at <https://www.ticcanada.ca/privacy-policy/> ("TIC Privacy Policy"), as well as other policies that we may adopt from time to time. The TIC Privacy Policy governs how we collect and use your personal information and information related to your use of the Policy. We may update the TIC Privacy Policy from time to time, so you are advised to review it periodically.

We implement technical, administrative, and operational safeguards to protect the personal information that we process in connection with the Policy. Further, we retain personal information only for as required to satisfy the purposes described herein and otherwise comply with our regulatory and legal obligations.

Depending on where you reside in Canada, you may have certain rights regarding the personal information that we collect, use, and disclose, including the right to request access to and correction of your personal information, and the right to withdraw your consent to any ongoing processing of your personal information. To exercise these rights, or raise any other inquiries or complaints regarding our handling of your personal information, please contact our privacy officer at privacy@amtrustgroup.com.

8. Currency.

All references in this Policy to "dollars" or "\$" are to Canadian dollars, unless otherwise stated.

9. Language.

If you are a resident of Québec, you confirm that you have previously received a French version of this Policy and that it is your express wish that this Policy, as well as any related documents, including endorsements and notices, be drawn up in English only.

10. Si vous êtes un résidant du Québec, vous confirmez avoir préalablement reçu une version française de la présente police et exprimez votre volonté que celle-ci, ainsi que tout document connexe, y compris les avenants et avis, soient rédigés en anglais seulement **Governing Law.**

All matters arising out of or relating to this Policy are governed by and construed in accordance with the laws of the Province in which the Insured is resident.

STATUTORY CONDITIONS



(Applicable in British Columbia, Alberta, Saskatchewan, and Manitoba)

These consolidated Statutory Conditions are subject to the following modifications:

1. For insureds resident in British Columbia, Saskatchewan, or Manitoba:
 - a. the reference to “or recorded” contained in these Statutory Conditions is hereby deleted; and
 - b. the reference to “mail” in Section 5(4) is hereby deleted and replaced with “letter”.
2. For insureds resident in Alberta, the reference to “registered or recorded mail” in these Statutory Conditions is amended to “recorded mail”.
3. For insureds resident in Saskatchewan, Section 5(4) of these Statutory Conditions is hereby deleted and replaced with: “The 15-day period referred to in clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured’s postal address.”

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered or recorded mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered or recorded mail or notification of it is delivered to the insured's postal address.

Requirements after loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,



- (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made (a) by the agent of the insured, if
- (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10. After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.



(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by registered or recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered or recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

Statutory Conditions

(Applicable to New Brunswick)

These consolidated Statutory Conditions are subject to the following modifications:

A. Misrepresentation

If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, this contract is void as to any property in relation to which the misrepresentation or omission is material.

B. Property of Others

Unless otherwise specifically stated in this contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in this contract.

C. Change of Interest

The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act (Canada)* or change of title by succession, by operation of law, or by death.

D. Material Change

Any change material to the risk and within the control and knowledge of the insured avoids this contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel this contract, or may notify the insured in writing that, if the insured desires this contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment this contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

E. Termination

1. This contract may be terminated,

(a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the insured at any time on request.

2. Where this contract is terminated by the insurer,

(a) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

4. The refund may be made by money, postal or express company money order or cheque payable at par.

5. The fifteen days mentioned in subclause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

F. Requirements After Loss

1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by this contract, in addition to observing the requirements of conditions I, J, and K,

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property.



- (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of this contract,
- (vii) showing the place where the property insured was at the time of loss;
- (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
- (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

2. The evidence furnished under subclauses (1)(c) and (1)(d) of this condition shall not be considered proofs of loss within the meaning of conditions L and M.

G. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

H. Who May Give Notice and Proof

Notice of loss may be given and proof of loss may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

I. Salvage

1. The insured, in the event of any loss or damage to any property insured under this contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

2. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under subclause (1) of this condition according to the respective interests of the parties.

J. Entry, Control, Abandonment

After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

K. Appraisal

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

L. When Loss Payable

The loss is payable within sixty days after completion of the proof of loss, unless this contract provides for a shorter period.

M. Replacement

1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

N. Action

Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

O. Notice

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in this contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

**Statutory Conditions
(Applicable to Québec)**

Notwithstanding anything to the contrary in the policy, this policy is subject to the Civil Code of Québec for all Risks located in the Province of Québec and covered by this contract.

I. STATEMENTS

A. Representation of Risk (Art. 2408)



The insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an Insurer in the settling of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

B. Material Change in Risk (Art. 2466 and 2467)

The Insured will promptly notify us of any change that increases the risks stipulated in the policy and that results from events within your control if it is likely to materially influence us in settling the rate of the premium, appraising the risk, or deciding to continue to insure it.

On being notified of any material change in the risk, we may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by you within thirty (30) days of the proposal, the policy ceases to be in force.

C. Misrepresentation or Concealment (Art. 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in paragraph A above and in the first paragraph of paragraph B above by the Insured nullifies the contract at our instance, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the Insured is established or unless it is established that we would not have covered the risk if the Insured had known the true facts, we remain liable towards you for such proportion of the indemnity as the premium we collected bears to the premium we should have collected.

D. Warranties (Art. 2412)

Any increases in risk resulting from a breach of warranty suspends the coverage until accepted by us or until such breach has been remedied by you.

II. GENERAL PROVISIONS

A. Insurable Interest (Art. 2481 and 2484) (Applicable to Property Insurance Only)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him or her direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which you have no insurable interest is null.

B. Changes (Art. 2405)

The terms of this policy will not be waived or changed except by endorsement.

C. Assignment (Art. 2475 and 2476)

This policy may be assigned only with our consent and in favour of a person who has an insurable interest in the insured property.

Upon your death or bankruptcy or the assignment of your interest in the insurance to a co-insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining insured, subject to you performing the obligations that were incumbent upon you.

D. Books and Records

We and our authorized representative will have the right to examine your books and records related to the subject matter of this insurance at any time during the policy period and the three (3) subsequent years.

E. Inspection

We and our authorized representatives will have the right but are not obligated to make inspections of the risk, give you reports on the conditions found, and recommend changes. Any inspections, surveys, reports, or recommendations relate only to insurability and the



premiums to be charged. They will not constitute a warranty that the premises, property, or operations are safe or healthful or comply with laws, codes, or standards.

F. Currency

All limits of insurance, premiums, and other amounts in this policy are in Canadian currency.

III. LOSSES

A. Notice of Loss (Art. 2470)

You will notify us of any loss which may give rise to an indemnity, as soon as you become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation will be forfeited by you where such non-compliance has caused prejudice to us.

B. Information to be Provided (Art. 2471)

You will inform us as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; you will also furnish us with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, you are unable to fulfill such obligation, you are entitled to a reasonable time in which to do so. If you fail to fulfill your obligation, any interested person may do so on your behalf.

In addition, you will forthwith send to us a copy of any notice, letter, subpoena, or writ or document received in connection with a claim.

C. False Representation (Art. 2472)

Any deceitful representation entails the loss or the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

D. Intentional fault (Art. 2464)

We are never liable to compensate for injury resulting from your intentional fault.

Where there is more than one insured, the obligation of coverage remains in respect of those insureds who have not committed an intentional fault.

Where we are liable for injury caused by a person for whose acts you are liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

E. Notice to Police (Applicable to Property Insurance Only)

You must promptly give notice to the police of any loss caused by vandalism, theft, or attempted theft or other criminal act.

F. Safeguarding and Examination of Property (Art. 2495) (Applicable to Property Insurance Only)

At your expense, we must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from your failure to take such action will not be recoverable.

You may not abandon the damaged property if there is no agreement to that effect. You will facilitate our salvage and inspection of the



insured property.

You will, in particular, permit us and our representatives to visit the premises and examine the insured property before repairing, removing, or modifying the damaged property, unless so required to safeguard the property.

G. Admission of Liability and Cooperation (Art. 2504)

No transaction made without our consent may be set up against us.

You will not admit any liability nor settle or attempt to settle any claim, except at your own cost.

You will cooperate with us in the processing of all claims.

IV. COMPENSATION AND SETTLEMENT

A. Basis of Settlement (Art. 2490, 2491 and 2493) (Applicable to Property Insurance Only)

Unless otherwise provided, we will not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between us and you, of the value of the insured property.

If the amount of insurance is less than the value of the property, we are released by paying the amount of the insurance in the event of total loss or a proportional indemnity, in the event of partial loss.

B. Pair and Set (Applicable to Property Insurance Only)

In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles will be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

C. Parts (Applicable to Property Insurance Only)

In case of loss or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, we are not liable for more than the insured value of the part lost or damaged, including the cost of installation.

D. Replacement (Art. 2494) (Applicable to Property Insurance Only)

Subject to the rights of preferred and hypothecary creditors, we reserve the right to repair, rebuild or replace the insured property. We are then entitled to salvage and may take over the property.

E. Time of Payment (Art. 2469 and 2473)

We will pay the indemnity within sixty (60) days after receiving the notice of loss or, at his request, all relevant information and vouchers.

Any outstanding premium may be deducted from the indemnity payable.

I. Limitation of Actions (Art. 2925)

Every action or proceeding against us under this policy will be commenced within three (3) years from the date the right of action has arisen.

J. Subrogation (Art. 2474)

Unless otherwise provided, we will be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to



your rights against persons responsible for the loss except when they are members of the your household. We may be fully or partly released from our obligation towards you where, owing to any of your acts, we cannot be so subrogated.

V. OTHER INSURANCE

A. Property Insurance (Art. 2496)

To the extent you are, without fraud, insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the us or insurers of your choice, each being liable only for the amount you have contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against you.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

VI. CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time:

A. by any named insureds giving written notice. Termination takes effect upon receipt of the notice and you will therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.

B. by us giving written notice to the named insured. Termination takes effect fifteen (15) days following receipt of such notice by you at your last known address and we will refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund will be made as soon as practicable.

Where one or more of the named insureds have been mandated to receive or send the notices provided for under paragraph A. or B. above, notices sent or received by them will be deemed to have been sent or received by all named insureds.

As used herein, the phrase "premium actually paid" means the premium actually paid by you to us or our agent, but does not include any premium or part thereof paid to us by an agent unless actually paid to the agent by you.

VII. NOTICE

Any notice to us may be sent by any recognized means of communication to us or our authorized representative. Notice may be given to the named insured by letter personally delivered to the named insured or by mail addressed to the named insured at its last known address.

It is incumbent upon the sender to prove that such notice was received.

All other terms and conditions of the policy remain unchanged.