

CONTINENTAL CASUALTY COMPANY

Preferred Care

– FOR QUEBEC CUSTOMERS –

This is a legal contract of insurance (referred to hereinafter as the "Policy"). By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. By purchasing this Policy, You are consenting to Asurion Canada Services Corp. and Continental Casualty Company's collection, use and disclosure of personal information as described below, including their ability to share Your personal information with Google Canada Corporation ("Google"), the Seller of this Policy. You also consent that Your personal information may be used and disclosed for other purposes as permitted or required by law.

Insurer: The company obligated under this Policy is as follows:

- **Continental Casualty Company ("CNA Canada")**, whose address is 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone 800-831-4262., www.cnacanada.ca.

For the purposes of the Insurance Companies Act (Canada) this policy was issued in the course of the Insurer's insurance business in Canada.



Authorized Representative

This policy contains a clause which may limit the amount payable.

- I. **DEFINITIONS:** Throughout this Policy, the following words have the following meanings: (1) "We," "Us," "Our," and "Insurer" refer to CNA Canada as referenced above; (2) "Insured," "You," and "Your" mean the individual who purchased the Covered Equipment and this Policy; (3) "Administrator" refers to Asurion Canada Services Corporation. The Administrator can be contacted at: 600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2 Canada; (4) "Seller" means Google, the Seller of this Policy; (5) "Covered Equipment" means the device that You purchased concurrently with and is covered by this Policy on the date of enrollment as identified by Your Google Device ID, which includes Electronic Serial Number (ESN) or International Mobile Equipment Identity number (IMEI); (6) "Covered Loss" means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from (i) defects in materials and/or workmanship; (ii) normal wear and tear; (iii) power surge; or (iv) unintentional and accidental damage from handling as a result of normal use ("ADH") for eligible portable electronic devices. (7) "Replacement Equipment" means a **NEW, REFURBISHED, OR REMANUFACTURED EQUIPMENT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED EQUIPMENT WHICH WE PROVIDE TO YOU IN THE EVENT OF A COVERED LOSS OF THE COVERED EQUIPMENT.** Technological advances may result in Replacement Equipment with a lower selling price than the original equipment.

- II. **INSTRUCTIONS:** This Policy, including the terms, conditions, limitations and exclusions, and Your receipt or enrollment confirmation for this Policy, constitute the entire agreement between You and Us. Please keep this Policy and the receipt or enrollment confirmation for future reference; You may need them to obtain service. We strongly recommend (but do not require as a condition of this Policy) the regular back up of data and software. If applicable, it is important that You back up all data files on Your Covered Equipment prior to the commencement of service; repairs to Your Covered Equipment may result in the deletion of such data files.

- III. **TERM OF COVERAGE:** The term of this Policy begins on the start date indicated on Your enrollment confirmation and continues for the term indicated on Your enrollment confirmation unless cancelled. Coverage for Covered Losses due to ADH and power surge begin on the start date indicated on Your enrollment confirmation. All other coverage becomes effective immediately following the expiration of the manufacturer's warranty. This Policy is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty for which the manufacturer is responsible, and We may refer You to the manufacturer or retailer during this period. This Policy provides certain additional benefits during the manufacturer's warranty period and continues to provide some of the manufacturer's benefits, as well as certain additional benefits, after the manufacturer's warranty expires. In the event Your Covered Equipment is being serviced by us when this Policy is cancelled or expires, the term of this Policy will be extended until the covered repair has been completed and the Covered Equipment or a replacement has been delivered or provided to You.

- IV. **WHAT IS COVERED:** If the Covered Equipment fails due to a Covered Loss, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If We determine that We cannot repair or replace Your Covered Equipment, We may, at our discretion: issue You a credit or check for the replacement cost of the Covered Equipment, as determined by us, based on its value immediately prior to the breakdown. Non-original parts may be used for repair of the Covered Equipment. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED.** **Replacement Equipment will be new or refurbished, in Our sole discretion.** The device provided as the Replacement Equipment immediately becomes the Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace. **NOTE: For Your Covered Equipment:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on Your Covered Equipment.

V. HOW TO MAKE A CLAIM: If Your Covered Equipment experiences a Covered Loss, You may go online to asurion.com/googleclaims/frca twenty-four (24) hours a day, seven (7) days a week, or You may call customer service at 866-788-5776 to speak to an agent. **All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.** At Our sole discretion, We will provide for claim fulfillment at authorized repair centers, authorized service providers, or by mail. We will pay for the cost of shipping Your Covered Equipment to and from the authorized service center if depot service is required. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Policy. You must file Your claim as soon as You become aware of a Covered Loss, and failure to do so will result in forfeiture of coverage under this policy if We suffer prejudice. In the event We arrange for the repair of Your Covered Equipment, You may be required to mail or deliver Your Covered Equipment for repair as directed by Us. If We arrange for the replacement of Your Covered Equipment, We will provide the Replacement Equipment by mail within fourteen (14) business days, in most cases, or We may require You to pick up the Replacement Equipment at a retail location in Your area. You may also be required to produce a Provincial or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement under this Policy.

VI. INTERNATIONAL SERVICE: Service under this Policy is not available outside of Canada.

VII. DEDUCTIBLE: In the event Your Covered Equipment experiences a Covered Loss, You must pay a deductible as shown in the deductible schedule below, plus applicable taxes. The deductible must be paid to us in advance of service being provided and may be paid with a valid debit or credit card or other electronic payment method We approve. The deductible amount is based on the device tier of the claimed Covered Equipment, as shown in the deductible schedule. See asurion.com/googleclaims/frca for the specific deductible for Your device.

Covered Equipment Tier:	ADH Cracked Screen Repair (for eligible Covered Equipment):	Replacement:
Tier 1	\$39	\$49
Tier 2	\$39	\$59
Tier 3	\$39	\$99
Tier 4	\$39	\$119
Tier 5	\$39	\$159
Tier 6	\$39	\$129
Tier 7	\$39	\$189

VIII. NON-RETURN FEE: Covered Equipment approved for replacement must be returned to Us. You will be required to return the failed Covered Equipment to an Authorized Service Provider, or We may require You to return the Covered Equipment to Us at Our expense within fourteen (14) days of the delivery of Your Replacement Equipment, in the return mailer We provide. You must return the Covered Equipment as directed by Us, including unlocking the Covered Equipment, or pay the non-returned equipment charge applicable to the model of Covered

Equipment that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.**

IX. PREMIUM: You agree to pay the upfront or monthly recurring premium for the term of this Policy, which was disclosed to You at the time You enrolled in this Policy and is described in the Product Summary. Non-payment by You will result in cancellation of the Policy.

X. POLICY LIMITS OF LIABILITY:

- a. This Policy will cover up to, but no more than, two (2) covered ADH claims in any rolling twelve (12) month period. The twelve (12) month period is calculated based on the date of loss for each covered ADH breakdown. There are no claim limits for all other Covered Losses. For any single claim, the maximum amount We will spend to replace or repair the Covered Equipment is \$2,000.00.
- b. In the event You reach the claim limit of two (2) ADH claims in any rolling twelve month period, You will continue to have coverage for other Covered Losses, but You will not be able to make additional ADH claims until the previous claims roll off Your account twelve months after each claim is completed.

XI. EXCLUSIONS: This Policy does not cover:

- 1> Incidental or consequential damages;
- 2> Losses caused by acts of God or other disaster (whether natural, man-made, or catastrophic), fire, smoke, flood, explosion, war, civil disorders, riot, terrorism, nuclear event, strike, embargo, acts of the government, military authority, or the elements;
- 3> Loss, theft, abuse, malicious mischief, misuse, intentional damage, vandalism, improper installation, or customer negligence;
- 4> Damage caused by corrosion, dirt, mold, rust, sand, insects or animals
- 5> Pre-existing losses of the Covered Equipment occurring before the time it was established as the Covered Equipment;
- 6> Changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment;
- 7> Service performed by unauthorized repair personnel;
- 8> Covered Equipment with altered or missing serial or IMEI numbers;
- 9> "No Problem Found" diagnosis or failure to follow the manufacturer's instructions;
- 10> Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Plan;
- 11> Loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;
- 12> Mobile phone accessories that are not included in the box by the manufacturer including, but not limited to: chargers, headsets, face plates and cases;
- 13> Damage caused by foreign objects; and
- 14> Loss due to any design flaw or systemic manufacturing defect, or failure covered by the manufacturer's warranty or manufacturer's recall in effect at the time of the failure.

Further, Covered Equipment does not include and the Plan does not cover:

- 1> Contraband or property in the course of illegal transportation or trade;
- 2> Damage to property in transit to You;
- 3> Battery chargers;
- 4> Any accessories;
- 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer; or
- 6> Covered Equipment that is missing any part or parts

XII. RENEWAL: This Policy is not renewable.

XIII. TRANSFER: This Policy is not transferable by You, and may not be assigned by You. This Policy is transferable at our discretion.

XIV. CANCELLATION: The following provision with respect to cancellation is subject to the Notice of Rescission and the provisions of General Condition 6 set out in Appendix A hereto. This Policy can be cancelled by You at any time for any reason by visiting store.google.com/preferred_care and accessing Your Google Store account or by writing the Administrator at 600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2 Canada. If You need further assistance cancelling Your coverage, please call 866-745-1749. This Policy may be cancelled by us or the Administrator for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. We may cancel this Policy immediately if We discover any abuse of this Policy, or any fraud or material misrepresentation made by You or with Your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for equipment not belonging to You. If the Policy is cancelled: (a) by You within thirty (30) days of the receipt of this Policy, You will receive a full refund of all premium payments made by You under this Policy, including sales tax; or (b) by You after thirty (30) days of the receipt of this Policy, or cancelled by us or the Administrator at any time, You will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the premium, less the cost of any claims that have been paid or repairs that have been made.

XV. CHANGES TO THE POLICY: WE MAY CHANGE THE MONTHLY PREMIUM FOR THE POLICY, ADMINISTRATION OF THE POLICY, OR THE TERMS AND CONDITIONS OF THIS POLICY FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED PREMIUM OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE POLICY BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THIS POLICY. THE PAYMENT OF APPLICABLE PREMIUM BY YOU, OR A REQUEST FOR SERVICE UNDER THE POLICY, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE PREMIUM OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE PREMIUM, TERMS OR CONDITIONS.

XVI. LIMITATION OF LIABILITY: IN NO EVENT WILL THE POLICY INSURER, ADMINISTRATOR, OR SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME

ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE POLICY, REPAIR OR REPLACEMENT OF COVERED EQUIPMENT UNDER THE POLICY AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE POLICY INSURER OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

XVII. FORCE MAJEURE: We are not responsible for any delay or failure in performance of any part of this Policy to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

XVIII. NON-WAIVER: No waiver in whole or in part of any term or condition of this Policy shall be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for Covered Equipment. We will post the current claim deductible schedule at asurion.com/googleclaims/frca or by calling 866-788-5776.

XIX. PERSONAL INFORMATION: Personal information includes factual or subjective information about an identifiable individual. We collect, use, or disclose Your personal information in connection with the Plan (hereinafter "Personal Information") to Google, Asurion, and CNA Canada.

Google, Asurion, and CNA Canada collect Your Personal Information through a website at the time of purchase or registration portal, on an Asurion claims portal, and by phone.

Google, Asurion, and CNA Canada use Your Personal Information to administer the Plan, including but not limited to, detecting, investigating, and preventing fraud, unauthorized or illegal activities, assessing, and processing claims, creating and maintaining records, insuring or reinsuring Plan liabilities, and providing customer service. We may also use and disclose Your information for other purposes with Your consent or as permitted or required by law.

Google, Asurion, and CNA Canada may exchange Personal Information as necessary for the purposes described above. You acknowledge that this will involve transferring data outside of Quebec and within Canada and the United States.

Google, Asurion, and CNA Canada will hold and use Your personal information only as long as necessary to implement, administer and manage the Plan, or as required to comply with legal or regulatory obligations.

Google, Asurion, and CNA Canada provide You with many ways to make choices about Your personal data, such as accessing it, correcting it, deleting it, or updating Your choices about how it is used. To learn more about Your rights regarding Your Personal Information with Asurion, visit asurion.com/privacy-policy-ca-fr/ or by writing to us at Asurion, Attn: Privacy Office c/o Office of the General Counsel, 140 11th Ave. N., Nashville, TN 37203, USA. Requests to access must be in writing, either through the portal link provided above, by email, or by mail. You may also obtain a copy of Asurion's privacy policy by visiting asurion.com/privacy-policy-ca-fr/.

XX. DATA RESIDENCY: Your information may be processed and stored in the United States and may be subject to access by U.S. authorities under applicable laws.



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APPENDIX "A"

GENERAL CONDITIONS - QUEBEC

This policy is subject to the Civil Code of the Province of Québec

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

1. STATEMENTS

1.1 Representation of risk (Article 2408)

The client, and 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 setting 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.

The client means the person submitting an insurance application.

1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an Insurer in setting 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, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

1.3 Misrepresentations or concealment (Articles 2410 and 2411)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

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

1.4 Warranties (Article 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

2. GENERAL PROVISIONS

2.1 Insurable interest (Articles 2481 and 2484)

(Applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him 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 the Insured has no insurable interest is null

2.2 Changes (Article 2405)

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

2.3 Assignment (Articles 2475 and 2476)

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

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

2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

2.6 Currency

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

3 LOSSES

3.1 Notice of loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes 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 shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer 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; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

3.3 False representation (Article 2472)

Any deceitful representation entails the loss of 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.

3.4 Intentional Fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's 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 the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5 Notice to police

(applicable to property insurance only)

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

3.6 Safeguarding and examination of property (Article 2495)

(applicable to property insurance only)

At the expense of the Insurer, the Insured 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 the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the Insured property by the Insurer. He shall, in particular, permit the Insurer and his 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.

3.7 Admission of liability and cooperation

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504).

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 Right of action (Article 2502)

(applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred

after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

4. COMPENSATION AND SETTLEMENT

4.1 Basis of settlement (Articles 2490, 2491, 2493)

(applicable to property insurance only)

Unless otherwise provided, the Insurer shall 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 the Insurer and the Insured, of the value of the Insured property.

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

4.2 Pair and set

(applicable to property insurance only)

In the case of loss of 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 shall 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.

4.3 Parts

(applicable to property insurance only)

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

4.4 Fire insurance (Articles 2485 and 2486)

(applicable to property insurance only)

In fire insurance, the Insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The Insurer is also liable for the disappearance of Insured things during the fire, unless he proves that the disappearance is due to theft which is not covered.

The Insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, even where there is no fire, the Insurer is liable for damage caused by lightning or the explosion of fuel.

An Insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.

4.5 Replacement (Article 2494)

(applicable to property insurance only)

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the

Insured property. He is then entitled to salvage and may take over the property.

4.6 Time of payment (Articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

4.7 Property of others

(applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

4.8 Waiver

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

4.9 Limitation of actions (Article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

4.10 Subrogation (Article 2474)

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

5. OTHER INSURANCE

5.1 Property insurance (Article 2496)

The Insured who, without fraud, is 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 Insurer or Insurers of his choice, each being liable only for the amount he has contracted for.

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

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.

5.2 Liability insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under

this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

– Contribution by equal share:

If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each Insurer contributed an equal share until the share of each Insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining Insurers then continue to contribute equal shares of the remaining amount of the loss until each such Insurer has paid its limit in full or the full amount of the loss is paid.

– Contribution by limits:

If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time:

- a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall 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 the Insurer giving written notice to each Named Insureds. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall 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 shall 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 shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words "premium actually paid" means the premium actually paid by the Insured to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

7. NOTICE

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

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

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