

**Amazon****Asurion Protection Insurance Product****PRODUCT NO: 488 v. AMZCA (05/25)**

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 Consumer Solutions of Canada, 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 Amazon.com.ca ULC., the distributor 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:

- In British Columbia, Manitoba, Quebec, and Saskatchewan the Insurer is **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.

Interim Chief Agent, SVP & Chief Financial Officer

Authorized Representative

This policy contains a clause which may limit the amount payable

Please register your product by logging on to asurion.com/amazonca or calling toll-free 888-531-1248.

Definitions: Throughout this Policy the words:

- (1) "Insurer", "**we**," "**us**," or "**our**" refer to CNA Canada, as referenced above;
- (2) "**administrator**" refers to Asurion Consumer Solutions of Canada, Corp. ("Asurion"). The administrator can be contacted at: 600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2 Canada;
- (3) "**Amazon**" refers to Amazon.com.ca ULC, the distributor of this Policy;
- (4) "**product**" refers to the item which you purchased concurrently or within 30 days of this policy and is covered by this Policy;
- (5) "**you**" and "**your**" refers to the individual who purchased the product and this Policy;
- (6) "**breakdown**" refers to the mechanical or electrical failure of the product caused by:
 - a) defects in materials and/or workmanship;
 - b) normal wear and tear;
 - c) dust, heat, humidity;
 - d) power surge; or
 - e) for certain portable products indicated in the What is Covered section only, unintentional and accidental damage from handling as a result of normal use ("ADH") for electronic products designed to be portable in nature; and
- (7) "**replacement product**" refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.

Instructions: You must keep the receipt or order confirmation email for the product; it is an integral part of this Policy and you may be required to reference it to obtain repairs under this Policy. This Policy, including the terms, conditions, limitations, and exclusions set out herein, together with the receipt or order confirmation email, which contains the price you paid for this Policy, term of coverage and product identification information constitute the entire agreement.

WHAT IS COVERED:

A. For All Products other than Jewelry and Watches: This Policy provides for repair or replacement of your product in the event the product experiences a breakdown caused by defects in materials and workmanship; normal wear and tear; dust, heat humidity; or unintentional and accidental damage from handling as a result of normal use ("ADH") for electronic products designed to be portable, including but not limited to laptops, tablets, portable audio systems, portable gaming products, watches, and digital cameras which are not covered under any other insurance policy, warranty or service contract. The term of this Plan will be extended an additional fifteen (15) days to accommodate for the delivery of Your Product. If we determine that we cannot repair your product as specified in this Policy, we may replace the product with a

replacement product or, at our discretion, we will issue you a voucher, electronic payment, gift card or cheque for the purchase price for the product, excluding taxes, as indicated on your sales receipt or order confirmation email, to purchase a replacement product. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable. Once you have received your voucher, gift card, cheque or replacement product for your product pursuant to this Policy, all of our obligations under this Policy shall have been fulfilled in their entirety. **NOTE: For electronic products with an operating system:** 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, music or other nonstandard software or data on your covered product.

This Policy Includes the Following Product Specific Enhanced Coverages Beginning on the Date of Purchase:

For All Products:

- Repair or replacement of accessories included in the box by the manufacturer (e.g. remote controls, additional lenses (cameras), 3-D glasses (for 3D TVs and / or 3D Blu-ray players) and game controllers).
- Power surge protection.

For Bicycles:

- We will reimburse you for the purchase price of one (1) bicycle tube, excluding sales tax, purchased at the retailer from which you purchased this Policy during the term of this Policy. You will need to contact the administrator to file a claim for this reimbursement benefit. You will be required to provide the administrator with a copy of the sales receipt or order confirmation email to obtain the reimbursement.

For Handbags and Luggage:

- **Fabric or vinyl products:** This Policy covers (a) seam separation and slippage; (b) loss of latex backing to fabrics and vinyl; (c) rips or tears; and (d) excessive loss of foam, latex and spring resiliency of backs and cushions.
- **Leather products:** This Policy covers (a) seam separation, slippage or early wear-through in leather; (b) cracking, lifting and peeling; and (c) minor heat marks up to one inch (1") in length.
- **Stain coverage:** This Policy covers stains caused from (a) beverages; (b) food, human and pet bodily fluids; and (c) mold and mildew.

For Grills:

- We will facilitate the parts procurement process with the manufacturer, including the shipping of parts to you.

For Large Exercise Equipment:

- Pickup and delivery of the product or in-home service will be provided in connection with a breakdown of the product during the term of this Policy.

For Major Appliances:

- **Laundry Allowance:** If you purchased a Policy for a washer or dryer, your coverage includes reimbursement of up to 25.00\$ for laundry cleaning services, per qualified service repair, if your product is out for service for more than seven (7) consecutive days. You are required to submit an itemized list for each laundry reimbursement claim to the administrator.
- **Food Spoilage:** If you purchased a Policy for a refrigerator or freezer, your coverage includes reimbursement of up to 250.00\$ for food losses resulting from a breakdown of your refrigerator or freezer during the term of this Policy, on a per refrigerator or freezer, per incident basis. Documented proof of loss will be required.

For Products Designed to be Portable in Nature, including Eyewear:

- This Policy covers breakdowns caused by unintentional and accidental damage from handling of the product ("ADH"), as a result of normal use of the product.

For Small Electronic Products Which Are Intermittently Plugged In, or Non-electronic Products:

- Your coverage includes a one (1) time reimbursement via a gift card or cheque, at our discretion, of up to 15.00\$ for the cost of shipping your product to the manufacturer for repair or replacement during the term of the manufacturer's warranty. You will need to contact the administrator to file a claim for this reimbursement benefit. You will be required to provide the administrator with a copy of the sales receipt or order confirmation email to obtain reimbursement.

B. For Jewelry and Watches: This Policy covers replacement costs or parts and labor costs to repair your product in the event it experiences a breakdown (including the loss of diamonds and other gemstones due to a defect in the setting, crystal cracks, scratches, broken crowns, stems, bands or bracelets) which is not concurrently covered under any insurance policy, other warranty or service contract. If we determine that we cannot service your product as specified in this Policy, we may, at our discretion: (a) replace it with a replacement product; (b) reimburse you for authorized repairs to, or replacement of, the product; or (c) issue you a gift card or cheque for the purchase price you paid for the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the product if the manufacturer's parts are unavailable.

For Watches Only, this Policy includes the following enhanced coverage: This Policy will provide for a one (1) time refurbishment of your product during the term of this Policy. The refurbishment service will include the following: (a) buffing for light scratches to the band, case and buckle; and (b) polishing and re-plating of the case and band.

TERM OF COVERAGE:

For All Products: The term of this Policy begins on your date of purchase and continues for the period indicated on your sales receipt or your order confirmation email, depending on the Policy term that was purchased. This Policy is inclusive of the manufacturer's warranty; it does not replace

the manufacturer's warranty. After the manufacturer's warranty expires, this Policy continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within these terms and conditions. Except for the product specific enhanced coverage benefits outlined above, which begin on your date of purchase, all other Plan coverage becomes effective immediately following either the expiration of the retailer's store return policy or the expiration of the manufacturer's warranty, whichever is longer. Policy coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your covered product is being serviced by an authorized service centre when this Policy expires, the term of this Policy will be extended until the covered repair has been completed.

GENERAL PROVISIONS:

To Make a Claim / How it works: If your product fails, call customer service at **888-531-1248**, between the hours of 8:00a-11:30p ET seven (7) days a week, 365 days per year. **You must call prior to having your product serviced; all repairs or replacements must be authorized in advance.** Unauthorized repairs or replacements may not be covered. In-home, depot or carry-in service may be available; our customer service representative will inform you what type of service your product qualifies for after you initiate the claim. We will pay for the cost of shipping your product to and from the authorized service centre if depot service is required. At our sole discretion, we may require that you return the product to us and have the product inspected by our authorized service centre as a condition to receiving a replacement product or a reimbursement or we may require you to purchase a replacement product with similar features as a condition to receiving a reimbursement as further outlined below. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Policy. You may also be required to produce photo identification issued to you by a Provincial or Federal government office as a condition to receiving service or replacement or reimbursement under this Policy. All claims must be reported within thirty (30) days after expiration of this Policy.

No Lemon Policy: After three (3) service repairs for the same defect have been completed on an individual eligible product under this Policy, and that individual product requires a fourth (4th) repair, as determined by us, we will (a) provide you with a replacement product or (b) provide you a gift card or cheque for the purchase price paid by you for the product, excluding taxes, as indicated on your receipt or order confirmation email. Technological advances may result in a replacement product with a lower selling price than the original product. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. **NOTE:** The No Lemon Policy is not applicable to breakdowns caused by ADH, Replacement Products, or Jewelry and Watch Plans.

Limit of Liability: For any single claim, the limit of liability under this Policy is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the price that you paid for the product, excluding taxes, as indicated on your receipt or order confirmation email. The total liability under this Policy for any single product is: (a) replacement of the product with a replacement product; (b) reimbursement of the purchase price you paid for the product, excluding taxes; or (c) the total cost of all authorized repairs up to the purchase price you paid, excluding taxes, of the product, as indicated on your sales receipt or order confirmation email. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, we shall have fulfilled our obligations owed under this Policy and this Policy shall terminate.

DEDUCTIBLES:

All Products: There is no deductible for repairs or replacements of all covered products under this Policy.

Free Transferability: The Policy may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Policy is valid. To transfer, call 888-531-1248. Information provided by you must include the Policy number, date of transfer, new owner's name, complete address and telephone number.

Manufacturer's Responsibilities: Parts and services covered during the manufacturer's conventional warranty period is the sole responsibility of the manufacturer.

WHAT IS NOT COVERED:

- (1) Breakdown caused by accidental damage, spilled liquids (unless you purchased a portable electronic product or eyewear), insect infestation, misuse, abuse, or intentional physical damage;
- (2) Service performed by unauthorized repair personnel;
- (3) Parts intended for periodic replacement (for example: trimmer line, antennas, cartridges, styluses, records, audio/video disks, tapes, computer software or disks, print elements, external power supplies, spark plugs, filters, plumbing, filters, knobs, remotes, batteries, bags, belts, bulbs and/or lamps);
- (4) Cosmetic damage, including scratches, peelings or dents that do not impede the mechanical functionality of the item (unless otherwise provided for above) and problems due to improper installation;
- (5) Damage resulting from Acts of God;
- (6) Products with altered or missing serial numbers or IMEI numbers;
- (7) Products that are not listed on this Policy;
- (8) Consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort, except as otherwise stated herein;
- (9) "No Problem Found" diagnosis or failure to follow the manufacturer's instructions;
- (10) Any failures, parts and/or labor costs incurred that are associated with a manufacturer's recall, regardless of the manufacturer's ability to pay for such repairs;
- (11) Pre-existing conditions;

- (12) Service or replacement outside of Canada;
- (13) Products not originally covered by a store return policy or manufacturer's warranty, including, but not limited to, floor models;
- (14) Damages caused by third-party actions, fire, collision, vandalism or theft;
- (15) Liability or damage to property, or injury or death to any person or pet arising out of the operation, maintenance or use of the product;
- (16) Cost of preventative maintenance (unless you purchased a Policy which includes maintenance) and damages caused by improper preventative maintenance;
- (17) Seized or damaged parts resulting from failure to maintain proper levels of lubricants or coolants, from use of contaminated or improper lubricants, from use of stale, contaminated, or improper fuel, or from freezing or overheating;
- (18) Products with safety feature(s) removed, bypassed disabled or altered;
- (19) Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Policy;
- (20) Damage which is not reported within thirty (30) days after expiration of this Policy;
- (21) Damages resulting from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion;
- (22) Damage from tampering with prongs, bezels or other elements designed to secure diamonds or gemstones;
- (23) Water damage to watches if used under conditions which exceed the manufacturer's water resistance guidelines;
- (24) Flaws in gemstones;
- (25) Loss of diamonds, gemstones, or any other parts of the covered product unless such loss was caused by a defect in workmanship and/or materials, without any undue stress or damage;
- (26) Costs or damage resulting from negligence, misuse or abuse, including but not limited to burns and heat marks longer than one inch (1");
- (27) Fabric and/or leather which has become faded or worn or soiled over time from normal everyday use, natural characteristics that cause appearance variations, X-coded fabric, or non-colorfast material;
- (28) Glass contained in/on products including but not limited to tabletops, cabinet doors, or other similar products;
- (29) Stains caused by the delivery process of the covered item; stains of unknown origin; stains as a result of: acid, bleach, body oils, caustic solutions, dye, fading from sun exposure, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics or wax;
- (30) Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing;
- (31) Introduction of foreign objects; and
- (32) Inherent defects that are the responsibility of the manufacturer.
- (33) Loss and Theft, except for replacement costs or parts and labor costs to repair jewelry in the event it experiences a breakdown (including the loss of diamonds and other gemstones due to a defect in the setting)

Renewal: This Plan may be renewed at our discretion.

Cancellation: The following provision with respect to cancellation is subject to: In the case of Manitoba and Saskatchewan, the provisions of Statutory Condition 5 set out in Appendix A hereto.

The following provision with respect to cancellation is subject to: In the case of Quebec, please also refer to the Notice of Rescission, which should be returned at the time of cancellation

This Policy can be cancelled by you at any time for any reason at any time by emailing DepartmentC@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167, USA. If the Policy is cancelled by either party: (a) within thirty (30) days of the receipt of this Policy, you shall receive a full refund of the price paid for the Policy, provided no service has been performed, or (b) after thirty (30) days of the receipt of this Policy, you will receive a pro rata refund, less the cost of any service received. This Policy shall be cancelled by us for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Policy by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective.

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 Policy (hereinafter "Personal Information") to Amazon, Asurion, and CNA Canada.

Amazon, 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.

Amazon, Asurion, and CNA Canada use your Personal Information to administer the Policy, 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 Policy 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.

Amazon, 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.

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

Amazon, 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

www.asurion.com/privacyrights 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 <https://www.asurion.com/privacy-policy-ca-en/>. Or you may obtain a copy of CNA Canada's privacy policy by visiting <https://www.cna.com/web/guest/cna/privacy/privacy-policy>.

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.

Appendix "A"

GENERAL POLICY CONDITIONS

(Applicable to the provinces of British Columbia, Saskatchewan and Manitoba)

The following Statutory Conditions apply to all of the perils insured by this form (including fire) unless applicable legislation provides otherwise. In respect of liability coverage(s), only Statutory Conditions 2., 3., 4., 5. and 14. apply.

If any condition below contains a variation, omission or addition to the Statutory Condition established by the applicable Provincial or Territorial statute, then the Statutory Condition established by Provincial or Territorial statute prevails. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

STATUTORY CONDITIONS

1. 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 the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. Property of others

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.

3. Change of interest

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.

4. Material change in risk

- (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.

5. Termination of insurance

- (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered 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 letter* or notification of it is delivered to the insured's postal address.

* In Alberta: Recorded mail.

** In Saskatchewan: The 15-day period starts on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

6. Requirements after loss

- (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 costs 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.

7. Fraud

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.

8. Who may give notice and proof

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 subparagraph (a) of this condition.

9. Salvage

- (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.

10. Entry, control, abandonment

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.

11. In case of disagreement

- (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.

*In Saskatchewan: The Insurance Act.

12. When loss payable

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.

13. Repair or replacement

- (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.

14. Notice

- (1) 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.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail* addressed to, the insured's last known address as provided to the insurer by the insured.

* In Alberta: Recorded mail.

**In Saskatchewan: chief office.

Appendix “B”
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, 2411 and 2466)

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 Names 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.

Administered by:

Asurion Consumer Solutions of Canada Corp.

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