



## **CUSTOMER ADVISORY REGARDING THE ENFORCEMENT OF ECONOMIC EMBARGOES AND TRADE SANCTIONS**

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This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

### **WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION**

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

### **OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS**

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

### **POTENTIAL ACTIONS BY US**

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

# AIG INSURANCE COMPANY OF CANADA

## PRIVACY PRINCIPLES

### AIG and Individual Privacy

We at AIG Insurance Company of Canada (referred to as “AIG”, “we”, “our”, or “us”) abide by these *Privacy Principles* and want you, our applicants, policyholders, insureds, claimants, and any other individuals who provide us with personal information (referred to as “Customers” or “you”), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

As a worldwide leader in the delivery of insurance products and services, the member companies of American International Group, Inc. (“AIG Companies”) offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Companies Privacy Policy, located at <http://www.aig.com/privacy-policy>, may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information that identifies an individual. For example: an individual’s name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business.

### 1. Consent and Personal Information

AIG obtains consent for the collection, use, and disclosure of personal information, except where consent is not required or is prohibited by law. AIG does not obtain your consent for the collection, use and disclosure of business contact information. By applying for or purchasing AIG’s products and services, you are providing your consent to our collection, use, and disclosure of your personal information as set out in these *Privacy Principles*. AIG relies on the broker’s advice where the insurance broker tells AIG that we have a Customer’s consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through the broker, an insurance adjuster, claims administrator, investigator, or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case, insurance products and related services and the assessment of applications, claims or complaints may be limited or terminated.

### 2. Collecting Personal Information

We may collect information directly from the individual concerned on applications for insurance and through the direct interactions with us, including via AIG websites, software applications made available by us for use on or through computers and mobile devices (the “Apps”), our social media pages set forth in the links in the footer on AIG.com and other means (for example, from your application and claim

forms, telephone calls, e-mails and other communications with us, as well as from claim investigators, medical professionals, witnesses or other third parties involved in our business dealings with you). We also collect information from various third party sources such as: insurance brokers, adjusters, other insurance intermediaries, third party administrators, government, industry associations, and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance.

### **3. Using Personal Information**

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, investigating, and handling claims. AIG also uses personal information to detect and prevent fraud, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers.

### **4. Use of Personal information for Marketing Purposes**

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services, which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes in which case we will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us. As an AIG customer, you may receive marketing emails regarding AIG products and services. Each marketing email will include an unsubscribe mechanism, available for you at any time to remove your consent.

### **5. Accuracy of Your Personal Information**

AIG maintains procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. With proof of entitlement, a request to correct information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called *"Contacting the Privacy Officer"*.

### **6. Safeguarding Your Information**

We apply appropriate safeguards to our computer networks and physical files and we restrict access to personal information to those AIG employees, authorized administrators, reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

### **7. Disclosure of Personal Information**

Personal information is sought and exchanged with both affiliated and unaffiliated insurance companies, reinsurers, and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim,

to the extent necessary for industry statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government regulators.

AIG sometimes retains an affiliated company or an independent third party, reinsurer or a technology service provider (“Authorized Administrator”) to perform on our behalf, certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties will be provided with personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, rehabilitative, claims, investigation or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some Authorized Administrators may be located in the United States of America or another foreign jurisdiction outside of Canada. When this occurs, the collection, use and disclosure of personal information will be subject to the laws of the jurisdiction in which it is situated. By communicating personal information to us, applying for and/or acquiring the products and services of AIG, you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction.

AIG may transfer your personal information as an asset in connection with any contemplated or actual sale, merger or other disposal of all or part of our business or assets, or as part of a corporate reorganization or other change in corporate control, including for the purposes of determining whether to proceed with such transaction or fulfilling any records or other reporting requirements to such parties. In such circumstances, we will ensure that any transfer of personal information is subject to applicable law and reasonable data protection security protocols.

We do not sell our customer lists or other personal information.

## **8. Retention and Access to Your Personal Information**

We retain personal information for the purposes described in these *Privacy Principles* but only for so long as is necessary to fulfill the purpose to underwrite, adjudicate or administer insurance products and services and to meet our legal and contractual obligations. Personal information is stored at one of our offices in Canada or at a location of one of our affiliates in the United States or another foreign country, as required and defined under “*Disclosure of Personal Information*” above. Access to your personal information is limited to our employees, agents and service providers who need access in order to perform their job or provide services to us. Given the nature of insurance and our on-going exposure to potential claims, where necessary, and when legally required, some of the information we collect for insurance purposes is kept indefinitely.

With proof of entitlement, a request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called “*Contacting the Privacy Officer*”. The right to access information is not absolute. Therefore AIG may decline access to information that we have under our control, subject to any legal restrictions or rights of refusal by AIG. Such instances may be as follows:

- the information is subject to a legal privilege;
- the information would reveal personal information about a third party;
- the information could compromise the investigation of a claim;
- the information is confidential commercial information; and
- personal health information that has not been provided to us directly by the individual requesting access.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

## 9. Contacting the Privacy Officer

Request for further information, personal information access or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer  
 AIG Insurance Company of Canada  
 120 Bremner Blvd.  
 Suite 2200  
 Toronto, ON  
 Canada M5J 0A8  
 Or at the following e-mail address: [AIGCanadaOmbudsman@aig.com](mailto:AIGCanadaOmbudsman@aig.com)  
 Or you may call us toll free: 1-800-387-4481

## 10. Internet Privacy Practices

We may collect your information through AIG websites or mobile applications. All personal information collected through our websites and mobile applications are subject to these *Privacy Principles*.

We may collect other information (“**Other Information**”) through our websites or mobile applications that does not reveal your specific identity. Other Information includes but is not limited to:

- browser information;
- information collected through cookies, pixel tags, and other technologies;
- demographic information and other similar information provided by you
- information about your physical location; and
- aggregated information.

We and our third party service providers may collect Other Information in a variety of ways, including the following:

- **Through your internet browser:** Certain information is collected by most websites, such as your IP address (that is, your computer’s address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, time of the visit and the page or pages visited. We use this information for purposes such as calculating our website usage levels, helping diagnose server problems, and administering our website.

- **Using cookies:** Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent on our website, pages visited, and language preferences. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while visiting our website, or to gather statistical information about the usage of our website. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc., trading as DoubleClick. To opt out of the DoubleClick advertisement cookie please visit: <http://www.google.com/intl/en/policies/privacy/#infochoices>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use of our website and some online products.

- **Using pixel tags, web beacons, clear GIFs or other similar technologies:** These may be used in connection with some of our website pages and HTML-formatted e-mail messages to, among other things, track the actions of our website users and e-mail recipients, measure the success of our marketing campaigns, and compile statistics about our website usage and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons, to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to it beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to opt-out of it, please visit: <http://www.adobe.com/privacy/policy.html#info-manage>.

- **From you:** Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with personal information, this information does not identify you personally.
- **Using your physical location:** We may collect the physical location of your device by, for example, using satellite, cell phone tower or Wi-Fi signals. We may use your device's physical location to provide you with personalized location-based services and content, for example, to provide location based reminders or offers when using Apps. We may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content. In addition, we may obtain the precise geolocation of your device when you use our mobile applications for purposes of providing travel or other assistance services to our clients who are enrolled in such services. In connection with providing travel or other assistance services, we may share your device's precise geolocation information with our clients and other entities with whom we work. You may opt-out of our collection and sharing of precise geolocation information by deleting the mobile application from your device, by disallowing the mobile application to access location services through the permission system used by your device's operating system, or by following any

additional opt-out instructions provided in the privacy notice available within the mobile application.

- **By aggregating information:** We may share non-personally identifiable information collected from you and from through the use of our Apps with our third party service providers in an anonymous and aggregate form for data analytics use and to ensure you receive a better consumer experience, in order to improve and modify our products and services.

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as personal information under applicable law, then, in addition to the uses listed in this “*Website Privacy Practices*” section, we may use and disclose Other Information for all the purposes for which we use and disclose personal information.

### **11. Third Party Websites**

These *Privacy Principles* do not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any website to which our website contains a link. The inclusion of a link on our website does not imply endorsement of the linked site by us or by our group companies.

### **12. Use of Site by Minors**

Our website is not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Information through our website.

### **13. Changes to these Privacy Principles**

AIG Canada reserves the right to modify these *Privacy Principles* from time to time. If these *Privacy Principles* change materially, we will take reasonable measures to notify you, including posting a copy of the revised *Privacy Principles* to our website. Accordingly, we recommend that you review our current *Privacy Principles* from time to time at [www.aig.ca](http://www.aig.ca).

**POLICY NO.: 013104746**

120 Bremner Boulevard  
Suite 2200  
Toronto, ON M5J OA8  
416-596-3000 800-387-4481  
[www.aig.com](http://www.aig.com)



**AIG INSURANCE COMPANY OF CANADA**

(Herein called the **Company**)

**PRODUCER:** Partners Indemnity Insurance Brokers Ltd., Burlington, Ontario

REPLACING POLICY NO:		New		EXPIRED/CANCELLED		REPLACING INTERIM RECEIPT NO.	
<b>SUM INSURED</b>	<b>RATE</b>	<b>PREMIUM</b>	<b>TERM</b>	<b>FROM: 12:01 A.M. (STANDARD TIME)</b>	<b>TO: 12:01 A.M. (STANDARD TIME)</b>		
CAD\$2,500.00 per Occurrence for each Named Insured CAD\$5,000.00 aggregate or 2 occ. within 12 months whichever comes first.	Vrs.	As per Monthly Bordereau	1 Year	February 2, 2019	February 2, 2020		

**NAME OF INSURED:** GLENTEL INC.

**ADDRESS OF INSURED:** 8501 Commerce Court  
Burnaby, B.C.  
V5A 4N3, Canada

**LOSS PAYABLE TO:** Insured, or Order

**SUBJECT TO FORM NO (S):** As per attached

**THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE**

This Policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

By signing below, the President, and the Canadian Chief Agent of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

President and Chief Executive Officer

AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations Page of the policy.

**COUNTERSIGNED BY** C. McFadden  
Authorized Representative

**DATED:** 01/31/2019



**AIG INSURANCE COMPANY OF CANADA**

**Administrative Offices:  
120 Bremner Boulevard Suite 2200  
Toronto, Ontario M5J 0A8  
(416)-596-3000**

**CERTIFICATE DECLARATIONS**

This Certificate is attached to and made part of a Master Policy # 013104746. The Named Insured shown below has coverage under this Master Policy.

**Item 1. NAMED INSURED:**

Subscribers on file with the Communications Equipment Provider shown in Item 4.

**Item 2. When Coverage under this Certificate is Effective**

Coverage under this Certificate is effective as of 12:01am on February 2, 2019.

**Item 3. Premium for Coverage provided under this Certificate:**

<b>Eligible Device Unsubsidized, New Retail Value at time of Enrollment</b>	<b>Monthly Premium</b>
\$0.00 - \$499.99	\$7.99
\$500.00 - \$749.99	\$8.99
\$750.00 - \$1099.99	\$9.99
\$1100.00 - \$1699.99	\$11.99
\$1700.00 and above	\$12.99

**Item 4. Communications Equipment Provider**

Name: GLENTEL INC.  
Address: 8501 Commerce Court  
Burnaby, BC V5A4N3, Canada

**Item 5. Authorized Representative:**

**Program Administrator**

Name: Brightstar Device Protection, Ltd.  
Address: 40 King Street West, Suite 2100  
Toronto, ON M5H 3C2, Canada  
Phone: +1 855-562-1955

**Producer**

Partners Indemnity Insurance Brokers Ltd.  
3385 Harvester Road, Suite 210  
Burlington, Ontario, Canada L7N 3N2

**Item 6. Limits of Insurance**

Occurrence Limit of Insurance	\$2,500.00 per Occurrence for each Named Insured
Aggregate Limit of Insurance	\$5,000.00 per Named Insured or 2 occurrences within any 12 month period of time, whichever occurs first

**Item 7. Deductible**

The deductible will be the amount corresponding to the retail value of the Named Insured's wireless device when initially purchased. The retail value is the non-subsidized, non-discounted retail price of the wireless device.

<b>Eligible Device Unsubsidized, New Retail Value at time of Enrollment</b>	<b>Repair Deductible</b>	<b>Replacement Deductible</b>
\$0.00 - \$499.99	\$49.00	\$49.00
\$500.00 - \$749.99	\$69.00	\$99.00
\$750.00 - \$1099.99	\$79.00	\$149.00
\$1100.00 - \$1699.99	\$99.00	\$249.00
\$1700.00 and above	\$199.00	\$449.00

**Item 8. Accessories**

Accessories included

1. Battery
2. Standard Wall Charger

**Item 9. Replacement Device Value.**

<b>Tier</b>	<b>Eligible Device Retail Value</b>	<b>Fee</b>
1	\$0.00 - \$499.99	\$100.00
2	\$500.00 - \$749.99	\$400.00
3	\$750.00 - \$1099.99	\$400.00
4	\$1100.00 - \$1699.99	\$500.00
5	\$1700.00 and above	\$500.00

**Item 10.** This Certificate consists of the following forms:

1. Certificate Declarations
2. Communications Equipment Coverage Form
3. Communications Equipment Certificate Conditions
4. Canadian Statutory Conditions

By signing below, our President and Chief Executive Officer of the Insurer agree on our behalf to all the terms of this Policy.

This coverage is provided by AIG Insurance Company of Canada



President and Chief Executive Officer

*C. McFadden*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## AIG INSURANCE COMPANY OF CANADA

Administrative Offices:  
120 Bremner Boulevard Suite 2200  
Toronto, Ontario M5J 0A8  
(416)-596-3000

### COMMUNICATIONS EQUIPMENT COVERAGE FORM

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

Throughout the policy, the words "you" and "your" refer to the Named Insured shown in the Certificate Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to Section **E. DEFINITIONS**.

#### A. Coverage

We will cover direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means the Named Insured's wireless device on record with us, and any Accessories shown in the Certificate Declarations, but only if such Accessories are damaged with such wireless device.
2. **Property Not Covered**
  - a. Contraband or property in the course of illegal transportation or trade.
  - b. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
  - c. Property in transit to you from a manufacturer or seller that is not the "Authorized Service Facility".
  - d. Color face plates, personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers.
3. **Covered Causes of Loss**

Covered Causes of Loss means direct physical loss or damage to Covered Property except physical loss or damage recoverable under the manufacturer's warranty and those causes of loss listed in the Exclusions.

#### B. Exclusions

1. We will not cover loss or damage caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
  - a. **Governmental Action,**  
  
Seizure or destruction of property by order of governmental authority.  
  
But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.
  - b. **Nuclear Hazard**
    - (1) Any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.
  - c. **War And Military Action**
    - (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not cover loss or damage caused by or resulting from any of the following:
  - a. Delay, loss of use, loss of market or any other consequential loss, interruption of business or inconvenience; an increase of loss or damage caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement by strikers, other persons or any other Cause of Loss.
  - b. Rodents, insects, vermin, or other wild animals.
  - c. "Intentional parting" with any property by you or anyone entrusted with the property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
  - d. Mysterious disappearance, theft, lost or stolen.
  - e. Obsolescence, including technological obsolescence of the Covered Property.
  - f. Dishonest or criminal act committed by:
    - (1) You, or any of your authorized representatives;
    - (2) Anyone else with an interest in the property or their authorized representatives; or
    - (3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons.
  - g. Change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered Property however caused, including, but not limited to, scratches, marring, and cracked displays that occur to Covered Property that does not affect the mechanical or electrical function of the Covered Property.
  - h. Faulty repair, adjusting, installation, servicing, or maintenance unless fire or explosion ensues and then only for loss or damage by ensuing fire or explosion.
  - i. The presence, discharge, dispersal, seepage, migration, release or escape of "Pollutants."
  - j. Unauthorized repair or replacement.
  - k. Preventative maintenance or preferential adjustments.
  - l. Use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions. Any damage that is the result of abuse or of any intentional act.
  - m. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property or recall by the manufacturer.
  - n. Loss or damage to batteries (unless batteries are listed as an Accessory on the Certificate Declarations page), personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers; or loss or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the Covered Property.
  - o. Normal wear and tear, gradual deterioration, inherent vice or latent defect.
  - p. Malfunction including "Mechanical and/or Electrical Failure" occurring either during the term of the manufacturer's warranty or after the expiration of the manufacturer's warranty.

- q. "Computer Virus," whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this Coverage Form.

**C. Limits of Insurance**

The Aggregate Limit of Insurance is the most we will pay for all loss or damage under this policy or the maximum number of occurrences for a designated period of time, shown in the Certificate Declarations. Subject to the Aggregate Limit of Insurance, the most we will pay for loss or damage in any one occurrence to each Named Insured is the applicable Occurrence Limit of Insurance shown in the Certificate Declarations.

**D. Deductible**

Each occurrence is subject to a nonrefundable deductible. Such deductible must be paid prior to repair or replacement of any Covered Property.

**E. Definitions**

1. "Authorized Representative" means our authorized representative identified in the Certificate Declarations.
2. "Authorized Service Facility" means the location or locations that serve as a replacement facility for the program and supply replacements for Covered Property. Selection of the "Authorized Service Facility" will be at the sole discretion of us or our authorized representative.
3. "Computer Virus" means any unauthorized intrusive code or programming that is entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupts the operations of Covered Property.
4. "Intentional Parting" means any act done purposely that contributes to the loss or theft of the Covered Property. Such acts include but are not limited to voluntary parting with the Covered Property in a community shared or public space by you or anyone entrusted with the Covered Property, surrendering the Covered Property to any non-governmental authority regardless of inducement to do so and entrusting or issuing the Covered Property to any of your authorized representatives.
5. "Mechanical or Electrical Failure" means failure of Covered Property to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.
6. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including but not limited to bodily fluids, condensation, smoke, vapor, 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 waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Policy shall not be valid unless signed at the time of issuance by our authorized representative, either below or on the Certificate Declarations page of the policy.



President and Chief Executive Officer



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AUTHORIZED REPRESENTATIVE

## COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

The Coverage Part A of the Communications Equipment Coverage Form under which Coverage is provided to you as noted in the Certificate Declarations is subject to the following conditions:

### A. CANCELLATION AND MATERIAL CHANGES

1. You may cancel your coverage under this Coverage Part A at any time by calling the Program Administrator shown in the Declarations (hereinafter the "Authorized Representative"), and such cancellation will be effective immediately,
2. We may cancel your coverage under this Coverage Part A by mailing or delivering to you written notice of cancellation, or by delivering notice electronically to you at least:
  - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason;
3. Our notice will be mailed or delivered to you at the last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation and all insurance for you under this Coverage Part will end on that date.
5. If this Coverage Part is cancelled and you are not in default of your obligations hereunder, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation notice is mailed, proof of mailing will be sufficient proof of notice.
7. The insurance provided you under this Coverage Part is provided on a month to month term basis unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider, or unless this Coverage Part is cancelled in accordance with these terms.
8. In the event of any material change in the coverage terms, monthly premium or the deductible, you will be provided thirty (30) days advance written notice, electronically or otherwise, of such changes. You may cancel coverage at any time without penalty, but if you continue to pay monthly premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.

### B. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of loss or damage to Covered Property:

1. If a claim involves a violation of law, promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
2. Report the loss or damage promptly to us not later than sixty (60) days from the date of loss or damage. If the loss or damage is not reported within sixty (60) days, your claim will be forfeited. All claims must be submitted through our Authorized Representative shown in the Declarations (hereinafter our "Authorized Representative") for our approval prior to the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.
3. Take all reasonable steps to protect the Covered Property from further damage. Also, if feasible, set the damaged property aside and in the best possible order for examination.
4. Provide us with a detailed proof of loss statement and any other information we may reasonably require in order to process your claim, which may include a police report case number, and/or copy of the police report filed for vandalism, within sixty (60) days of the date the loss or damage is reported prior to receiving replacement equipment.
5. Proof of loss and other information requirements are satisfied once all requested information has been received as outlined in these Conditions. All Covered Property that has been replaced is considered the property of the Authorized Representative.

6. If the Covered Property is damaged, the Covered Property must be retained by you until your claim is completed, and you may be required to return the Covered Property to us at our expense. The Covered Property should not remain activated nor be reactivated except with prior consent from us. If Covered Property is not returned to us within thirty (30) days of receipt of the replacement equipment, a salvage non-return fee may be billed to you. The salvage non-return fee will not exceed the value of the Covered Property that was not returned.
7. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
8. Cooperate with us in the investigation or settlement of the claim.
9. Provide a copy of the original bill of sale.
10. We may examine you under oath, at such times as may be reasonably required, about any matter relating to this insurance or the claim, including your books and records. In the event of an examination, your answers must be signed.
11. Provide us with all of the necessary information required to approve replacement of the Covered Property within sixty (60) days of the date that you report the loss or damage to us. Failure on your part to take delivery of replacement equipment within sixty (60) days of claim approval by us will result in forfeiture of your claim.

### **C. LOSS SETTLEMENT**

1. In the event of loss or damage to Covered Property, we will arrange for the replacement of the damaged Covered Property through the "Authorized Service Facility". If you paid a Repair Deductible and your Covered Property is not repairable, is ineligible for repair, there is not an Authorized Service Facility available, or we determine that a replacement is necessary, we will inform you that a replacement device will be provided to you upon payment of the Claim Conversion Fee. The Claim Conversion Fee is the difference between the applicable Repair Deductible that you paid and the applicable Replacement Deductible. If you elect not to pay the Claim Conversion Fee, the Covered Property will not be repaired and will be returned to You by mail if You originally mailed in Your Protected Device, or will be made available to You for collection at the Authorized Service Facility and the Repair Deductible will be refunded to you.
2. You will not be entitled to receive cash in lieu of actual replacement equipment. In no event will you be reimbursed for any out-of-pocket expenses.
3. Replacement equipment may be refurbished equipment or equipment of like kind and quality subject to the following:
  - a. If your original make and model of equipment is no longer carried by your Communications Equipment Service Provider and is not available from its approved inventory in the "Authorized Service Facility" at the time of approval of your replacement request, you will receive comparable equipment.
  - b. Equipment failure evaluations performed by the Communications Equipment Service Provider and/or our Authorized Representative and/or the manufacturer may be required prior to approval of your request for replacement of the Covered Property.
4. All claims for Covered Property that suffers a covered loss or damage under this Coverage Part will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss or damage to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss. No claim shall be honored or made good if you have collected for the direct physical loss or damage from others. We will ship approved replacement equipment directly to you. Shipping charges may apply.
5. Any recovery or salvage on a loss will accrue, entirely to our benefit, until the cost of the claim incurred by us has been made up. You must return to us any damaged and malfunctioning equipment as well as any recovered lost or stolen equipment.
6. If any Accessories are shown on the Declarations page, we will cover the cost associated with the repair or replacement of such Accessories up to a maximum retail value of Accessories shown in the Declarations. Any amount in excess of that maximum will be funded by you.

## **D. ADDITIONAL CONDITIONS**

### **1. Transfer Of Rights Of Recovery Against Others to Us**

If any person or organization to or for whom we honor a claim under this Coverage Part has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a covered loss to your Covered Property only if, at time of loss that party is one of the following:
  - (a) Owned or controlled by you;
  - (b) That owns or controls you; or
  - (c) Your tenant.
- c. someone covered under this Coverage Part;
- d. a business firm:

This will not restrict your insurance.

### **2. Concealment, Misrepresentation or Fraud**

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

- a. This coverage;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Part.

If, when inspected by the "Authorized Service Facility", the make/model and condition of the Covered Property does not match that as attested to in the Proof of Loss statement, or is not damaged, the Authorized Representative reserves the right to charge you the amount shown in **Item 9.** of the Declarations.

### **3. Legal Action Against Us**

No one may bring legal action against us under this Coverage Part unless:

- a. There has been full compliance with all terms of this Coverage Part; and
- b. The action is brought within two (2) years after you first have knowledge of the loss or damage.

### **4. No Benefit to Bailee**

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

### **5. Coverage Territory**

The coverage territory is worldwide but the cost of replacement will be valued in Canadian currency at the time of replacement.

### **6. Transfer of Rights and Duties Under this Policy**

Your rights and duties under this policy may not be transferred without our written consent.

### **7. Applicable Law**

We agree that any terms of the Coverage Part not in conformity with applicable law are conformed to comply with such law. If any portion of the Coverage Part is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Coverage Part.



## **8. Changes**

The Coverage Part contains all the agreements between you and us concerning the insurance afforded. The Coverage Part's terms can be amended or waived only by endorsement issued by us and made a part of the Coverage Part.

## **9. Premiums**

The Named Insured shown on the Declarations:

- a.** Is responsible for the payment of all premiums; and
- b.** Will be the payee for any return premiums we pay.

A monthly premium shown in the Declarations will be payable in advance and will be charged to the Named Insured's regular account with the Communications Equipment Service Provider for transmittal to us. The Named Insured has 30 days after receiving the Certificate to determine if they want to keep the coverage without any premium being earned.

## **10. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a.** Pay its chosen appraiser; and
- b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

# **CANADIAN STATUTORY CONDITIONS – MANITOBA AND ALL OTHER PROVINCES (EXCEPT BRITISH COLUMBIA AND ALBERTA)**

## **POLICY CONDITIONS MAY BE BROADER THAN REPRESENTED BELOW**

### **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:**

Unless otherwise specifically stated in the 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 the contract.

### **3. CHANGE OF INTEREST:**

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.

### **4. MATERIAL CHANGE:**

Any change material to the risk and within the control and knowledge of the Insured avoids the 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 the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

### **5. TERMINATION:**

- a) This contract may be terminated,
  - (i) By the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
  - (ii) By the Insured at any time on request.
- b) Where this contract is terminated by the Insurer,
  - (i) 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
  - (ii) 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.
- c) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the 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.
- d) The refund may be made by money, postal or express company money order or cheque payable at par.
- e) The fifteen days mentioned in Clause (i) of sub-condition (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.

### **6. REQUIREMENTS AFTER LOSS:**

- a) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10 and 11.
  - (i) Forthwith give notice thereof in writing to the Insurer;
  - (ii) Deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
    - (1) 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;
    - (2) 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;

(7) Showing the place where the property insured was at the time of loss;

(iii) If required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(iv) 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.

b) The evidence furnished under Clauses (iii) and (iv) of subparagraph (a) of this Condition shall not be considered proofs of loss within the meaning of Conditions 12 and 13.

### **7. FRAUD:**

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

### **8. 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 the 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.

### **9. SALVAGE:**

- a) The Insured, in the event of any loss or damage to any property insured under the 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 thereto.
- b) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this Condition according to the respective interests of the parties.

### **10. 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.

### **11. 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.

### **12. WHEN LOSS PAYABLE:**

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

### **13. REPLACEMENT:**

- a) 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.
- b) 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.

- (3) Stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
- (4) Showing the amount of other insurances and the names of other Insurers;
- (5) 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;
- (6) Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;

**14. ACTION:**

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within twelve months next after the loss or damage occurs.

**15. 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 the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this Condition, the expression "registered" means registered in or outside Canada.

**ADDITIONAL CONDITIONS**

**16. EXCLUSIONS**

This Policy does not cover:

- (a) loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (b) loss or damage caused by contamination by radioactive material.

**17. NOTICE TO AUTHORITIES**

Where loss is claimed to be due to theft, burglary, robbery, malicious acts or disappearance the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

**18. SUE AND LABOUR**

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

**19. SUBROGATION**

- (a) The Insurer, upon making any payment or assuming liability therefor under this Policy shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights;
- (b) Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage

suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

**20. NO BENEFIT TO BAILEE**

It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.

**21. BASIS OF SETTLEMENT**

Unless otherwise provided, the Insurer shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however, caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

**22. PAIRS, SETS, PARTS**

- (a) In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a 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;
- (b) 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 shall only be liable for the value of the part lost or damaged, including the cost of installation.

**THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy**

## STATUTORY CONDITIONS – ALBERTA AND BRITISH COLUMBIA

### **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 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.

### **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 willful 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 willfully 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 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.

## **GLENTEL**

### **Mobile Protection Plan**

#### **Service Warranty Terms & Conditions**

<b>Tier</b>	<b>Unsubsidized, New Retail Price at the time of Enrollment</b>	<b>Monthly Subscriber Fee</b>	<b>Repair Processing Fee</b>	<b>Replacement Processing Fee</b>
1	\$0.00 - \$499.99	\$7.99	\$49.00	\$49.00
2	\$500.00 - \$749.99	\$8.99	\$69.00	\$99.00
3	\$750.00 - \$1099.99	\$9.99	\$79.00	\$149.00
4	\$1100.00 - \$1699.99	\$11.99	\$99.00	\$249.00
5	\$1700.00 and above	\$12.99	\$199.00	\$449.00

Mobile Protection Plan Term: The Contract is continuous from the Effective Date until cancelled.

- For a complete list of eligible devices and their equipment tier, ask a GLENTEL sales representative or call Customer Service at 1- (855)-562-1955.
- If You choose to have Your device delivered overnight, You will be charged an additional \$15.00. If You choose Saturday delivery, You will be charged an additional \$20.00 plus the \$15.00 overnight fee.
- Return device shipping costs from outside of Canada to Canada will be Your responsibility.
- For a complete schedule of Mobile Protection Plan costs, ask a GLENTEL sales representative or visit [mobileprotection.brightstarprotect.com](http://mobileprotection.brightstarprotect.com).
- All fees are subject to applicable tax. All prices are in Canadian dollars.
- The following additional Mobile Protection Plan fees may apply:

<b>Tier</b>	<b>Unsubsidized, New Retail Price at the time of Enrollment</b>	<b>Service Request Conversion Fee</b>	<b>Non-Returned Equipment Fee</b>	<b>Locked Device Fee</b>
1	\$0.00 - \$499.99	\$0.00	\$100.00	\$100.00
2	\$500.00 - \$749.99	\$30.00	\$400.00	\$400.00
3	\$750.00 - \$1099.99	\$70.00	\$400.00	\$400.00
4	\$1100.00 - \$1699.99	\$150.00	\$500.00	\$500.00
5	\$1700 and above	\$250.00	\$500.00	\$500.00

As used in this Contract, "We", "Us", and "Our" means GLENTEL, the company obligated under this Contract. "You" and "Your" refers to the GLENTEL account holder that purchased this Contract. This Contract is administered on Our behalf by Brightstar Device Protection Ltd. with head office at 40 King Street West, Suite 2100, Toronto, Ontario M5H 3C2, Canada ("Brightstar" or the "Administrator"). This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of GLENTEL and the federal laws of Canada applicable therein.

**Mobile Protection Plan Contract.** These Service Warranty Terms & Conditions and the Mobile Protection Plan Insurance Policy, together with Your Monthly Subscriber Fee charged to Your credit card on Our or the Administrator's file ("Monthly Subscriber Fee"), enrollment confirmation email, and applicable written communications from Us to You collectively comprise Our contract (the "Contract"). The Contract governs the Mobile Protection Plan, so You should keep these Service Warranty Terms & Conditions and all of the other documents that comprise the Contract for future reference.

**Definitions.** (1) "**GLENTEL**" means Glentel Inc. and its successors and assigns, with its address at 8501 Commerce Court, Burnaby, British Columbia, Canada V5A 4N3. (2) "**Protected Equipment**" means the Eligible Wireless Product owned or leased by You, that is actively registered for the Enrolled Customer in the records of the wireless service provider designated by You at the time of enrollment, for which airtime has been logged after enrollment into the Mobile Protection Plan, and which has been used on Your mobile number immediately prior to the time of Failure. Protected Equipment is limited to one Eligible Wireless Product and applicable Protected Accessory per replacement. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) of the Eligible Wireless Product associated with Your account in the records of GLENTEL at the time Your protection initially becomes effective and for which air time has been logged indicates the Eligible Wireless Product that is considered Protected Equipment. (3) "**Protected Accessory(ies)**" means the accessories that come standard in the original device packaging. (4) "**Eligible Wireless Product(s)**" means the wireless device that We have designated as eligible for service under the Mobile Protection Plan as set forth in the list of Eligible Wireless Products and Equipment Tier available from Us, which can be found in GLENTEL stores or by calling 1-(855)-562-1955. (5) "**Failure**" means during the time the Contract is in effect, the occurrence of (i) Mechanical or Electrical Failure after the expiration of the original equipment manufacturer's warranty, or (ii) Accidental Damage provided by the Mobile Protection Plan Insurance Policy. (6) "**Replacement Equipment**" means a wireless device of like, kind and quality with comparable features and functionality to the Protected Equipment which We provide to You in the event of a Failure of the Protected Equipment. (7) "**Effective Date**" means the date Your request for enrollment is received by Us or Our authorized representative. If You enroll Your device at the same time you purchase it from Us, protection begins immediately. If You enroll Your device after the initial sale of device, Your wireless device will not be eligible for repair or replacement for any Failure suffered during the first 30 days after enrollment. We reserve Our right to inspect Your non-new device prior to enrollment and to deny protection. (8) "**Mobile Protection Plan**" means the service warranty program providing repair or replacement service for the Failure of the Protected Equipment in which You are enrolled in as described in the Contract. (9) "**Mechanical and/or Electrical Failure**" means the operational or structural malfunction of the Protected Equipment's ability to operate due to defects in parts or workmanship following the expiration of the original equipment manufacturer's warranty. (10) "**Accidental Damage**"

means accidental or liquid damage to the Protected Equipment resulting from an Accident. (11) “**Accident**” means a known and identifiable but unintended, sudden and unforeseen event. (12) “**Lost**” means the unintentional loss of the Protected Equipment. (13) “**Stolen**” means that theft of the Protected Equipment. (14) “**Processing Fee**” means the amount You pay towards Your Service Request based on the unsubsidized new retail price of the Protected Equipment indicated in the table above of this Contract. (15) “**Service Request**” means the request for service that You file with Us when Your Protected Equipment suffers a Failure. (16) “**Service Request**” means the difference between the applicable Repair Processing Fee that You paid and the applicable Replacement Processing Fee. (16) “**Mobile Protection Plan Insurance Policy**” means the policy issued by an insurer that provides coverage for Accidental Damage in Manitoba and Saskatchewan.

**What is Protected.** If the Protected Equipment suffers a Failure during the time the Contract is in effect, at Our sole discretion, We will repair or replace the Protected Equipment. If a Failure affects a Protected Accessory in conjunction with the Failure of the Protected Equipment, or if the Protected Equipment is replaced with a different model, We will also replace or repair the Protected Accessory(ies). Protected Equipment will be replaced or repaired with a wireless device of like, kind and quality with comparable features and functionality to the Protected Equipment. **THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES OR COLOR AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, AT OUR SOLE DISCRETION.**

The Replacement Equipment becomes the Protected Equipment immediately upon delivery to You. If We replace Your equipment under the Mobile Protection Plan, the Protected Equipment We replace becomes property of GLENTEL and You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Protected Equipment that We replace.

**Manufacturer’s Warranty.** This Mobile Protection Plan complements and may overlap with the manufacturer’s warranty, which is typically valid for one year from the purchase date of Your device. Some devices may have a longer or shorter manufacturer’s warranty. During the term of the manufacturer’s warranty, the Mobile Protection Plan provides protection for certain Failures for which the manufacturer may not provide protection. Please refer to the manufacturer’s warranty provided with Your wireless device or through the manufacturer’s website to understand what protection is offered and the duration of the manufacturer’s warranty. Subject to applicable law, Your wireless device may also be protected by certain quality standards.

**Agreement.** You agree to all the provisions of the Contract, including but not limited to these Service Warranty Terms & Conditions, when You order the Mobile Protection Plan and/or pay for it. Subject to applicable law, We may change the Monthly Subscriber Fee for the Mobile Protection Plan, the administration of the Mobile Protection Plan, or these Service Warranty Terms & Conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided by any of the following methods: email, text message, in a separate mailing, or by any other reasonable method, at Our sole discretion. Such notice will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or by sending Us a notice to that effect no later than thirty (30) days after the amendment comes into force. Your continued use of the Mobile Protection Plan and payment of the Monthly Subscriber Fee after such notice constitutes Your acceptance of the changes. Your participation in the Mobile Protection Plan is optional and You may cancel the Mobile Protection Plan at any time. Please refer to the Cancellation section of the Contract.

By accepting the protection provided by the Mobile Protection Plan, you authorize Glentel and/or its Administrator to (i) release required subscriber information for the purpose of validating Service Requests and (ii) charge your credit/debit card on file, or the replacement card issued by the payment card issuer for the card on file, which may include updated validated card information, including but not limited to expiration date(s), card number(s), and security code(s), as received by your financial institution in accordance with applicable law. You expressly authorize and agree Glentel and/or its authorized program administrator to obtain information from the financial institution regarding an expired or canceled credit/debit card and authorize the replacement credit/debit card be charged the applicable Monthly Subscriber Fee.

**Contract Service Period.** The Mobile Protection Plan is continuous from the Effective Date until cancelled. Your service benefits under the Plan begin on the Effective Date and continue from month to month unless terminated by You or by Us in accordance with Cancellation section of the Contract. We will discontinue all monthly costs for the Mobile Protection Plan at such time.

**Charges.** You agree to pay Your Monthly Subscriber Fee for each month on the same terms and conditions as set forth under this Contract. Applicable Processing Fees, non-protected failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your Monthly Subscriber Fee or, at Our sole discretion, collected from You prior to providing a repair of the Protected Equipment or providing You with Replacement Equipment.

**To Obtain Service.** In the event of a Failure of Protected Equipment, You may file a Service Request by calling 1-(855)-562-1955 or visiting [mobileprotection.brightstarprotect.com](http://mobileprotection.brightstarprotect.com). You must file the Service Request within sixty (60) days of the Failure. If the Failure is not reported within sixty (60) days, Your Service Request will be forfeited and no repair or Replacement Equipment will be available under the Contract. You must provide Us with all of the necessary information required to approve the repair or replacement of the Protected Equipment and pay your Processing Fee within sixty (60) days of reporting the Failure. If Your Service Request is approved, We will offer You a repair of Your Protected Equipment (if available, as determined by Us) or Replacement Equipment. For repairs, You may mail-in Your Protected Equipment, You may visit an authorized repair location (if available in Your area, as determined by Us), or an authorized repair technician may come to a location of Your selection (if available in Your area, as determined by Us). We are not responsible for any loss of data, personal or otherwise on Your Protected Equipment that may occur during the repair process. If You have Protected Equipment that is not repairable, a device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that Replacement Equipment will be provided to You upon payment of the applicable Service Request Conversion Fee. If You elect not to pay the Service Request Conversion Fee, the Protected Equipment will be returned to You by mail if You originally mailed in Your Protected Equipment, or will be made available to You for collection at the location you originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect your Protected Equipment within thirty (30) days from the date You are first notified that the Protected Equipment is available for collection, after that time We will return the Protected Equipment to You by mail. If we make available the option to repair Your Protected Equipment, You may choose to receive Replacement Equipment instead of repairing Your Protected Equipment. Additional information on repair is available at [mobileprotection.brightstarprotect.com](http://mobileprotection.brightstarprotect.com). We will provide the Replacement Equipment within 2 to 10 business days. Failure on Your part to provide Us the necessary information and pay the Processing Fee within sixty (60) days of the date that You report the Failure to Us will result in forfeiture of Your Service Request. **WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE PROTECTED EQUIPMENT AND/OR YOUR GOVERNMENT- ISSUED PHOTO I.D., A COPY OF YOUR WIRELESS BILL, AND / OR OTHER**

DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR IDENTITY AND RIGHT TO SERVICE. We also retain the right to inspect the Protected Equipment as a condition of approval of Your Service Request.

**Processing Fees.** A non-refundable Processing Fee applies to each approved repair or replacement of the Protected Equipment. The Processing Fee may be included with Your Monthly Subscriber Fee or, at Our sole discretion, collected from You prior to providing a repair of the Protected Equipment or providing Replacement Equipment. A complete list of Eligible Wireless Products is available by visiting any GLENTEL store or by calling 1-(855)-562-1955. You file a Service Request and such Service Request is approved, We retain and reserve the right to inspect Your Protected Equipment which may result in additional fees being charged to You or Your Service Request being denied if the Protected Equipment did not experience a protected Failure.

**Service Limits.** Beginning on the Effective Date the Contract will provide a total of two (2) repair(s) or replacement(s) of Protected Equipment (or one (1) repair and one (1) replacement) due to Failure during any rolling 12-month period, beginning on the date You filed Your first approved Service Request with Us. For all Service Requests, We will cover the cost to replace or repair the Protected Equipment up to a maximum retail value of \$2,500 per Service Request, inclusive of Protected Accessories.

**Return of Replaced Equipment/ Non-Returned Equipment Fee.** Protected Equipment approved for replacement must be returned to Us at Our shipping expense, unless the Protected Equipment is shipping from outside of Canada, in the return mailer included with Your Replacement Equipment within forty-five (45) days from delivery of the Replacement Equipment. Return device shipping costs from outside of Canada to Canada will be Your responsibility. The Protected Equipment We replace becomes property of GLENTEL and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Equipment that We replace. If We do not receive Your original equipment within forty-five (45) days from delivery of Replacement Equipment, You will be charged a Non-Returned Equipment Fee as shown in the table below. YOU MAY AVOID THIS CHARGE BY SIMPLY RETURNING THE FAILED PROPERTY AS INSTRUCTED.

Non-Returned Equipment Fee				
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
\$100.00	\$400.00	\$400.00	\$500.00	\$500.00

YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY PERSONALLY IDENTIFIABLE INFORMATION, PAYMENT CARD INFORMATION, PICTURES, IMAGES, RECORDINGS OR OTHER DATA STORED ON THE DEVICE PRIOR TO RETURNING THE DAMAGED DEVICE. DATA ON A RETURNED DEVICE CANNOT BE RECOVERED NOR RETURNED TO YOU. IF THE DAMAGE TO THE DEVICE DOES NOT PERMIT REMOVAL OR DESTRUCTION OF STORED DATA, THIS SHOULD BE INDICATED ON THE CORRESPONDENCE USED WITH THE RETURNED DEVICE. GLENTEL AND OUR AFFILIATES, SUSIDIARIES, PARTNERS, AND THE ADMINISTRATOR ARE NOT RESPONSIBLE FOR ANY PERSONAL DATA OR OTHER DATA, SUCH AS RINGTONES, APPLICATIONS, GAMES, OR OTHER CONTENT THAT IS STORED, DOWNLOADED, PURCHASED OR OTHERWISE LOCATED ON THE PROTECTED EQUIPMENT.

**Locked Device Fee.** If You file a Service Request, We will ask You at the time You file Your Service Request to disable any locking feature on Your Protected Equipment. We will not process Your Service Request until You provide affirmative verification that such locking feature has been disabled. If You return Your Protected Equipment with the locking feature enabled, We may charge a Locked Device Fee to the credit card We have on file for You. YOU MAY AVOID THIS FEE BY DISABLING THE LOCKING FEATURE ON YOUR PROTECTED EQUIPMENT AT THE TIME YOU FILE YOUR SERVICE REQUEST.

Locked Device Fee				
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
\$100.00	\$400.00	\$400.00	\$500.00	\$500.00

**What is not Protected.**

The Mobile Protection Plan does not protect against the following:

(1) Incidental or consequential damages, unforeseen and unforeseeable damages at the time of the Contract, or indirect damages where the failure to perform the obligation does not result from Our gross fault; (2) failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing Failures of the Protected Equipment occurring before the time it was established as the Protected Equipment; (5) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Protected Equipment; (6) Failure of the Protected Equipment caused by computer viruses or similar unauthorized intrusive codes or programming; (7) Lost Protected Equipment; (8) Stolen Protected Equipment.

Further, Protected Equipment does not include and the Mobile Protection Plan does not protect:

(1) Contraband or property used in the course of illegal transportation or trade; (2) Property in transit to You from anyone other than Us; (3) Routine maintenance and consumable items, such as batteries (one standard battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Protected Equipment or if the battery was part of the Failure to the Protected Equipment); (4) Antennas, unless there is also a Failure of the Protected Equipment; or (5) Any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected Equipment), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers;(6) Any data or personal information contained on the Protected Equipment.

**Cancellation.** You may terminate the Contract at any time for any reason by calling Us at 1-855-562-1955 to request cancellation.

If You are in Quebec or Newfoundland and Labrador, We may terminate the Contract for any reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all other



Provinces, We may terminate the Contract for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. We may terminate the Contract immediately if You default on any of Your obligations, including but not limited to failure to timely pay Your Monthly Subscriber Fees, commit fraud or internationally conceal or misrepresent a material fact concerning Your enrollment, **Protected Equipment**, or Service Request.

If You or We terminate the Contract, We will refund your Monthly Subscriber Fee for the remainder of the term of the Contract, pro-rated by month on a daily basis. We will also discontinue all monthly charges for the Mobile Protection Plan as of the effective date of cancellation.

**Ineligible Enrollment.** Subject to applicable law, if We determine that a device other than an Eligible Wireless Product has been enrolled in the Mobile Protection Plan, We may cancel the Contract by notifying You in writing. Upon the occurrence of an ineligible enrollment, We will provide a refund of all paid Monthly Subscriber Fees, less the value of any repair or replacement received.

**Electronic Delivery.** You expressly and knowingly agree and consent to permit Us to make disclosures and provide notices to You in electronic form, including but not limited to email and text messaging, instead of providing such notices and disclosures in hardcopy by post mail and that any such disclosures and notices shall represent our notification in writing. Your consent and agreement shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until such time as You may exercise Your right to revoke this consent by notifying GLENTEL.

**Service Contract.** This Mobile Protection Plan Contract is a contract between You and Us that provides the specified services outlined herein. The Mobile Protection Plan is not an insurance policy and provides no insurance coverage or insurance benefits to You. The Mobile Protection Plan Insurance Policy is an insurance policy between You and an insurer and has been provided to You separately.

**Limits of Liability. The following clause applies to all provinces excluding Quebec:** In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Plan or the services provided by Us or Our agents or service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS AND SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR OUR OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THE CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE CONTRACT OR REQUIRED BY LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Limits of Liability. The following clause applies to Quebec only:** Except in the case of damages resulting from Our own act or of or Our agents or service providers with respect to the Mobile Protection Plan or the services provided by Us or Our agents or service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS AND SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE MOBILE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE MOBILE PROTECTION PLAN CONTRACT). IN SUCH CIRCUMSTANCES WE OR OUR AGENTS OR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES, ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE MOBILE PROTECTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE MOBILE PROTECTION PLAN OR UNDER ANY PROVISIONS OF THIS CONTRACT SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

**Data Privacy.** As part of the services offered to You through this Contract, We may collect, use, and communicate personal information about You that is necessary for the purposes of establishing, managing, and maintaining Our relationship and providing the Mobile Protection Plan, including, without limitation, to ensure we have up-to-date information about You, including Your current address, to verify Your identity and to protect all parties from errors and fraud. We will not use Your personal information for any other purpose, including for marketing or promotional activities, without Your consent. Please note that the information You provide to Us may be transferred to Our affiliates, subsidiaries and partners and with other third parties that are located in countries outside of Canada and as such local laws may otherwise allow Your personal information to be accessed by local authorities without Your consent.

**Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel the Contract and the Plan immediately.

**Prohibitions on Transfer and Abuse of the Plan.** The Plan is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be made a Protected Equipment. Any abuse of the Mobile Protection Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Mobile Protection Plan upon notice.

**Legal Action Against Us.** No one may bring legal action against US under this Contract unless and until there has been full compliance with all terms of this Contract.

**Severability.** If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract.

END OF TERMS AND CONDITIONS

