



SERVICE AND REPLACEMENT PLAN TERMS AND CONDITIONS

OUTSIDE OF QUEBEC | SERVICE CONTRACT AND BENEFITS CONTRACT

PART 1 - GENERAL

Purchaser: Reference in this document to “you” and “your” (whether or not capitalized) refer to the purchaser of Geek Squad Protection, or any permitted transferee. “Plan” means a Geek Squad Protection Service Plan or a Geek Squad Protection Replacement Plan, as shown on your original invoice.

Two Contracts: You have elected to purchase the Plan for the price of the Plan and in respect of the product purchased from Best Buy Canada Ltd. (“Geek Squad”) at a Best Buy store, as shown on your original invoice. In doing so, you are entering into two legal contracts as follows:

- a Service Contract consisting of your original purchase invoice and Parts 1 and 2 of this document which is made between you and Assurant Services Canada Inc. (“Assurant”) for the provision by Assurant to you of the services described in Part 2 of this document (“Services”) in relation to the covered product purchased at a Best Buy store. Pursuant to the Service Contract, you will deal with Assurant for assistance in regard to the Plan; and
- a second distinct Benefits Contract consisting of your original purchase invoice and Parts 1 and 3 of this document, which is made between you and American Bankers Insurance Company of Florida (“American Bankers”) for the provision by American Bankers to you of the benefits described in Part 3 of this document (the “Benefits”) in relation to the covered product purchased at a Best Buy store. Part 3 describes the coverage provided under the Plan.

Reference in this document to “we”, “us” or “our” (whether or not capitalized) refers to Assurant and/or American Bankers, as the case may be.

By purchasing this Plan, you acknowledge that you have had the opportunity to read and that you accept the terms and conditions of the Service Contract and the Benefits Contract as set out in this document.

Covered Products and Electronics Accessories: This Plan only covers products purchased at a Best Buy store for which you have paid the purchase price of the Plan. The Plan only covers products used primarily for personal, family or household purposes or in a home office setting, unless specifically noted as a commercial Plan on your original purchase invoice. Accessories and peripheral devices (“Accessories”) that are included with and form part of your covered product in the original manufacturer’s package are covered. Examples of Accessories may include external speakers, monitors, keyboards, mice, remote controls, and docking stations. Your original purchase invoice is required to obtain Services and Benefits.

Plan Purchase Price: The Plan purchase price payable is as shown on your original invoice. The Plan purchase price is comprised of a payment to Assurant for the Service Contract and payment to American Bankers for the Benefit Contract. The percentage of the Plan purchase price attributable for the Benefits Contract is as set out on your original purchase invoice. If you have any questions in respect of these amounts you may call **1-800-GEEKSQUAD (1-800-433-5778)**.

Manufacturer’s Warranty: This Plan complements but does not replace the manufacturer’s warranty or warranty obligations. Parts and services covered by the manufacturer’s warranty and warranty obligations are the responsibility of the manufacturer only. During the manufacturer’s warranty and warranty obligations period, please contact the manufacturer directly for all such claims. Should you contact Assurant with respect to Services or American Bankers with respect to Benefits for a problem covered by the manufacturer’s warranty or warranty obligations, you will be referred to the applicable manufacturer. During the term of the manufacturer’s warranty, the Plan provides certain additional Services and Benefits for which the manufacturer may not provide coverage. These additional Services and Benefits are set out below in Parts 2 and 3, respectively.

Note: Additional Services and Benefits provided under this Plan prior to the expiry of the manufacturer’s warranty may void the manufacturer’s warranty. Please refer to the terms and conditions of your Product’s manufacturer’s warranty for further details.

Customer Responsibility: Before providing your product for service or exchange, remove any confidential, proprietary or personal information, and removable media, such as CDs, DVDs or PC Cards. It is your responsibility to back up the contents of your hard drive(s) and remove any data from parts or products being returned, including any data you have stored or software you have installed. If you purchased a Geek Squad Protection Service Plan, in the course of service, it is possible that the contents of any hard drive or data storage component will be lost or reformatted. Your product will be returned to you configured as originally purchased (subject to availability of software).

Neither Assurant, nor Geek Squad, nor American Bankers will be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any product that is replaced or serviced by us.

When sending a product to us for exchange or to an authorized service facility as specified in these Terms and Conditions, you are responsible for properly packaging your product and it must be delivered in either its original packaging or packaging affording an equal degree of protection.

Duration of Plan: Access to Services and Benefits commences on the original product & Plan purchase date. The Plan, the Service Contract and the Benefits Contract will end on the earliest of:

- i) the expiry date noted on the original purchase invoice;
- ii) fulfillment of the Plan as outlined in Part 3; or
- iii) cancellation of the Plan under the section titled “Cancellation”.



None of Assurant, American Bankers, Geek Squad or you will have any further rights, liabilities or obligations under the Plan, the Service Contract or the Benefits Contract, once ended.

Cancellation: At their option, Assurant will cancel the Service Contract, and American Bankers will cancel the Benefits Contract, on the basis of (a) your fraud or misrepresentation; (b) your commercial or rental use of the product (except where permitted by a commercial Plan); (c) repair of a product not performed by a certified and qualified technician authorized by the manufacturer during the manufacturer's warranty period; or (d) repair of a product not performed by a certified and qualified technician authorized by us after the manufacturer's warranty period.

You may cancel your Plan, the Service Contract, and the Benefits Contract for any reason at any time within the first thirty (30) days of purchase and receive a full refund of the Plan price, less the cost of services received and benefits paid (if any). To receive your refund, you must deliver the cancellation request along with this document and all original invoices to a Best Buy store. After the first thirty (30) days, no refund will apply.

No Services or Benefits will be received or paid after cancellation or expiry of the Plan.

Transferable: This Plan is transferable with the product. The Plan holder must have original documentation to receive Services and Benefits.

Entire Agreement: Your original purchase invoice and Parts 1 and 2 of this document are intended by the parties to be a final statement of the entire Service Contract between you and Assurant and supersede all prior negotiations, understandings and agreements concerning the subject matter of the Service Contract. No amendment or modification of the Service Contract will be binding, except by a written agreement signed by the party to be bound thereby.

Your original purchase invoice and Parts 1 and 3 of this document are intended by the parties to be a final statement of the entire Benefits Contract between you and American Bankers and supersede all prior negotiations, understandings and agreements concerning the subject matter of the Benefits Contract. No amendment or modification of the Benefits Contract will be binding, except by a written agreement signed by the party to be bound thereby.

No oral or written representations, warranties or conditions of the Service Contract or the Benefits Contract will be binding, except by a written agreement signed by the party to be bound thereby.

General: Assurant and/or American Bankers may assign this Plan and their respective contracts without your consent and without notice to you. If either Assurant or American Bankers does assign this Plan and/or their respective contracts, the assignee(s) will assume all obligations to you, Assurant and/or American Bankers, as the case may be, will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under Plan and/or the respective contracts. Parts 1 and 2 of this Plan may not be modified, altered or amended without the written agreement of you and Assurant. Parts 1 and 3 of this Plan may not be modified, altered or amended without the written agreement of you and American Bankers. If any term of this Plan or the respective contracts hereunder is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

General Exclusions: The following are not covered in respect of the Services (Part 2) and Benefits (Part 3) provided by this Plan:

1. maintenance, repair or replacement necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including, but not limited to, theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of product(s) to and from an authorized service), improper equipment modifications, vandalism, spilled liquids, burned phosphor (including image ghosting), pixel burnout not in accordance with the manufacturer's guidelines, computer viruses, software generated problems or acts of nature or any other peril originating from outside of the product;
2. software and data;
3. lost parts (remotes, knobs, or other similar parts) or consumable parts, including, but not limited to, light bulbs (including lamps and optical units), knobs, dials, rinse aids, filter, belts, cartridges, drums, end-user replaceable batteries, non-end-user replacement batteries for laptops, desktops, notebooks and netbooks, laptop power source batteries, and end-user replaceable print heads;
4. unauthorized servicing and transportation charges;
5. products with removed or altered serial numbers;
6. products used for commercial purposes, used by the general public, used as a lease or rental or used in common areas in multi-family housing, unless noted specifically as a commercial Plan on the original purchase invoice;
7. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
8. fees related to third party contracts;
9. personal items left in the product;
10. "no problem found" or "no fault" type diagnosis and intermittent errors that cannot be reproduced; or
11. minor imperfections in units that meet design specifications or cosmetic imperfections that do not alter functionality.

Limitations:

1. **NONE OF ASSURANT, GEEK SQUAD OR AMERICAN BANKERS ARE LIABLE TO YOU IF THEY ARE UNABLE TO PERFORM THEIR OBLIGATIONS HEREUNDER DUE TO EVENTS THEY ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.**
2. **NONE OF ASSURANT, GEEK SQUAD OR AMERICAN BANKERS ARE LIABLE TO YOU FOR VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**
3. **ASSURANT'S, GEEK SQUAD'S AND AMERICAN BANKERS' MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE PRODUCT TO BE SERVICED OR REPLACED UNDER THIS PLAN.**
4. **EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE SERVICE OR BENEFITS CONTRACT, IS LIMITED IN DURATION TO THE DURATION OF THE PLAN.**

Disclosure:

- We are committed to safeguarding the privacy of our customers' information in accordance with good business practices. We may collect, use, and share personal information provided by you to us, and obtained from others with your consent, or as required or permitted by law. Personal information includes your name, contact information, customer file, and product preferences. We may use the information to: serve you as a customer; communicate with you; create statistics about our business to better understand customer needs and preferences; and inform you of other products and services from us or selected third parties. We may process and store your information in the United States, which may be subject to access by U.S. authorities under applicable laws. You may obtain a copy of our privacy policy by calling us or from our website (www.assurantsolutions.ca/privacy). If you have any questions or concerns regarding our privacy policy or your options for refusing or withdrawing this consent, including your option not to be contacted about offers of products or services, you may call us at 1-888-778-8023.



- The Service Contract is between you and Assurant and the Benefits Contract is between you and American Bankers.
- In arranging the contracts described above, Geek Squad, by whom the sales associate is employed, is representing Assurant and American Bankers.
- For its role as distributor of Geek Squad Protection, Geek Squad receives a commission.

PART 2 - SERVICE CONTRACT TERMS AND CONDITIONS

Assurant's Obligations: Assurant is obligated to provide the Services to you, as the Services are described in this Part 2.

Plan Administration: Assurant's Services include acting as administrator of the Plan, and in this capacity, Assurant will co-ordinate provision of and facilitate access to both the Services and the Benefits available under the Plan. American Bankers under Part 3 Benefits Contract Terms and Conditions will be responsible for the determination of whether any claims are covered under the Plan and for approval of delivery of Services and Benefit payments.

Services: To address manufacturer's defects in materials and workmanship that reveal themselves in normal usage for the duration of the Plan, Assurant will provide you with, or arrange for you to have available certain Services as follows:

Services for Geek Squad Protection Replacement Plan:

The following are Services provided for Best Buy customers who purchased the Geek Squad Protection Replacement Plan, as shown on the original invoice.

- 24-hour / 7-day per week bilingual French/English support for replacement services and claims benefit processing services.
- Management of product replacement services, which entails:
 - Managing the technical assessment of your defective product
 - Provision of national access to and management of a free courier service to arrange for the pick-up of your defective product
 - Management of the gift card issuance process with Geek Squad, including arranging for authorization, activation and delivery of gift cards funded by American Bankers in replacement of defective products under the Plan
 - Coordination and facilitation of the Benefit claims process.

To arrange for service: Please visit our self-service portal at www.geeksquad.ca/protection to register your Plan, file a claim, and check the status of your claim. You may also call toll free at 1-800-GEEKSQUAD (1-800-433-5778) within Canada and the United States.

Do not return your product to the store. Be sure you have the original purchase invoice available so that your claim can be processed. A return authorization number will be issued along with complete instructions, a mailing label and prepaid postage for you to ship your defective product.

Services for Geek Squad Protection Service Plan:

The following are Services provided for Best Buy customers who purchased the Geek Squad Protection Service Plan, as shown on the original invoice.

- 24-hour / 7-day per week bilingual French/English support for repair services and claims benefit processing services.
- Management and provision of access to the Assurant Certified Service Network, which entails:
 - Identification of and dispatch of a screened technician who is qualified to provide technical assessment and/or repair services for your covered product.
 - Full diagnostic of covered products to determine source of defect.
 - Management of the repair process and delivery of services, as well as providing a single point of contact for you throughout the repair experience (i.e. mitigate service or scheduling conflicts with technicians).
 - Monitoring and enforcement of service standards to ensure quality of service by our service centres and technicians.
 - Once we receive a service request from you, our technicians will contact you within four hours.

Certified Service Network: Assurant ensures quality service delivery throughout North America with a network of certified service technicians to support the Canadian marketplace. We can support service for all products and manufacturers in all cities across the country. Assurant constantly monitors the quality of service that is received by customers, while at the same time ensuring preferred network rates are available for repair services. This allows Assurant to ensure that it is providing the best service possible at rates that are deemed desirable. Assurant also requires its service repair centres to maintain suitable repair facilities in accordance with good business practices. In addition, they are required to maintain appropriate licensing in compliance with applicable local, provincial and federal laws that pertain to repair centre businesses.

To arrange for service, please visit our self-service portal at www.geeksquad.ca/protection to register your Plan, file a claim or check the status of your claim. You may also call toll free at 1-800-GEEKSQUAD (1-800-433-5778) within Canada and the United States. During the initial call, Assurant will attempt to clarify the problem or identify technical reason(s) for the fault. For your convenience, we may request that you perform simple tasks with our assistance by telephone support in regard to the covered product.

All repairs completed under this Plan, except those noted in the 'In-home/Courier Service Benefit' section in Part 3, will be performed at an authorized service centre, on a carry-in basis only.

For In-home/Courier Service Benefit plan repairs, if it determined during the initial call that In-home Service is required, our certified service technician will contact you to schedule a service appointment.

Telephone Technical Hardware & Software Support: Telephone technical support is available only on desktop and laptop computers covered by an In-home/ Courier Service option. Assurant's technical service representative will assist you on the telephone to determine what technical difficulties may exist with software applications that are preloaded on your new CPU from the original manufacturer. To the extent that the technical service representative's diagnosis confirms a hardware failure, Assurant will assist you in arranging service for your product. Assurant does not support customized or proprietary software, applications that were installed after your original product purchase, or software errors that confirm improperly functioning or defective software. Additionally, the Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

International Coverage: International coverage is available on a limited basis. Call **1-800-GEEKSQUAD (1-800-433-5778)** toll-free within Canada and the United States or **1-613-634-4908** outside Canada and the United States to obtain detailed instructions on how to make a claim. Once authorized to proceed by Assurant, if applicable, a repair estimate from a local repair centre and a repair authorization number by Assurant will be required prior to any work being done. You are responsible to pay the service provider for an authorized repair and submit a claim for reimbursement to American Bankers through Assurant.



PART 3 - BENEFITS CONTRACT TERMS AND CONDITIONS

American Bankers' Obligations: American Bankers is obligated to provide the Benefits to you, as the Benefits are described in this Part 3. American Bankers will be responsible for the determination of whether any claims are covered under the Plan and for approval of delivery of Benefits.

Benefits for Geek Squad Protection Replacement Plan

Following are the Benefits provided for Best Buy customers who purchased the Geek Squad Protection Replacement Plan, as shown on the original invoice.

Replacement & Power Surge Benefit: One time during the term of the Plan, American Bankers will cover the cost of funding a Best Buy store credit, or a gift card which shall be delivered to you by Assurant under the Plan in replacement of a covered product found to be defective as a result of manufacturer's defects in materials and workmanship that reveal themselves in normal usage and / or as a result damage from a power surge occurring during the term of the Plan. The store credit or gift card shall equal the original purchase price of the defective product, including applicable taxes. Note that if your covered product is found to be defective as a result of manufacturer's defects in materials and workmanship that reveal themselves in normal usage occurring during the period of the manufacturer's warranty, you may choose to exercise your rights under the Plan instead of under the manufacturer's warranty, however, if you do so and receive a store credit or gift card as described above, the Plan will immediately be deemed fulfilled and will not continue nor be applied to any replacement product purchased by you with the store credit or gift card.

Benefits for Geek Squad Protection Service Plan

Following are the Benefits provided for Best Buy customers who purchased the Geek Squad Protection Service Plan, as shown on the original invoice.

Product Specific Benefits: American Bankers will cover the cost of:

1. pixel burnout coverage based upon manufacturer's guidelines;
2. removal of your car audio product for service if originally installed by a Best Buy technician, and reinstallation of your car audio product in the same vehicle;
3. repair of blown speaker components not due to intentional abuse or misuse for speakers covered under this Plan;
4. an allowance of up to \$300 for food spoilage per service repair for refrigerators and freezers. Food spoilage covers perishable items only and claims must be verified by an authorized service technician. You will be required to provide a copy of the invoice detailing the replacements goods.
5. a reimbursement of up to \$50 for laundry cleaning services per Service repair for washers and dryers if your Product is out of service for more than seven (7) consecutive days. You will be required to submit an itemized list for each laundry reimbursement claim.

In-home/Courier Service Benefit: In-home/Courier Service Benefit is included in all Plans purchased for projection TVs, plasma TVs and LCD TVs larger than 27", major appliances and over-the-range microwaves. In-home/Courier Service Benefit is an upgrade option for desktop computer/monitor packages and laptop computers. Where In-home/Courier Service Benefit is an upgrade option, such service must be noted on the original purchase invoice to be eligible. Our certified service technician will attempt to complete repairs at your address. You must provide a safe, non-threatening environment and your product must be accessible as determined solely by the certified service technician in order to receive In-home/Courier Service. After inspection and assessment by the certified service technician, due to the nature of some repairs, we may arrange for your product to be transported or shipped to an authorized service centre to complete the repair. American Bankers will pay for the shipping charges, if any.

If the fault diagnosis determines the problem is related to an Accessory, then a replacement may be mailed to you for self-installation. We may request that you first deliver the defective Accessory to a Best Buy store.

- **In-home/Courier Service Benefit Limitations:** You may be required to ship your product to an authorized service centre for repair if you live beyond a 60km radius of an authorized service centre or if an authorized service centre is not available in your area. If we are unable to arrange for In-home/Courier Service or commercially reasonable shipping charges to an authorized service centre location, American Bankers shall refund the purchase price of your Plan, or you may take your covered product to an authorized service centre on a carry-in basis. The In-home/Courier Service Benefit does not apply to repair services that are performed outside of Canada.

Repair Benefit & Power Surge Benefit: American Bankers will cover the cost of product repair services provided through Assurant's Certified Service Network under the Plan. Such repairs must be associated with manufacturer's defects in materials and workmanship that reveal themselves in normal usage and or as a result damage from a power surge occurring during the term of the Plan. Specifically, this benefit will cover technician and repair service centre labour costs, as well as the cost of replacement parts necessary to restore your product to normal operating condition. Replacement parts cover may be restricted to refurbished or non-original manufacturer's parts where available and that perform to the manufacturer's specifications for the covered product. This Plan provides power surge protection from the date of purchase of the product (hardware only).

- **Repair Benefit & Power Surge Benefit Limitation:** At American Bankers' option, as opposed to covering the cost of repair, American Bankers may cover the cost of replacing your product with a new or refurbished product of similar features and functionality, though not necessarily of the same brand, or at American Bankers' sole discretion you may be issued a store credit for the current replacement value, not to exceed the original purchase price. Technological advances may result in a replacement product with a lower retail price than the original product. If American Bankers issues a store credit or replaces a product after the date of expiry of the manufacturer's warranty and during the term of this Plan, then the Plan will immediately be deemed fulfilled and will not continue nor be applied to any replacement product provided by American Bankers to you or purchased by you with the store credit.

Repairs are only covered under this Plan by American Bankers if effected through Assurant's Certified Service Network and only if they are approved by American Bankers before the repairs are performed.

Workmanship Guarantee: The quality of workmanship by repair technicians under Assurant Certified Service Network is guaranteed for 90 days.

Replacement Benefit: If a repair through Assurant's Certified Service Network takes longer than sixty (60) days to complete, American Bankers will cover the cost of replacing it with a new or refurbished product of similar features and functionality, though not necessarily of the same brand, or at American Bankers' sole discretion, it may cover the cost of issuing you a store credit for the current replacement value, not to exceed the original purchase price. The 60-day service period begins when the product arrives at a Best Buy store or an authorized service location and ends when the repaired product is made available to you for pick up. The Plan will immediately be deemed fulfilled on the date of the replacement or issuance of a store credit and will not continue nor be applied to any replacement product provided by American Bankers to you or purchased by you with the store credit.

- **Replacement Benefit Limitations:** The Replacement Benefit does not apply to maintenance checks, cleanings, customer education, repairs or replacements of Accessories including but not limited to remotes, docking stations, or other similar parts, or any repairs performed outside Canada.



No Lemon Benefit: During the term of the Plan, if your covered product is repaired three times through Assurant's Certified Service Network, and the product then requires a fourth covered repair, as diagnosed by an authorized technician, American Bankers will cover the cost of replacing the covered product with a product of similar features and functionality, though not necessarily of the same brand, or of issuing a store credit for the current replacement value, not to exceed the original purchase price. You must return the original product and purchase invoices along with the authorized service repair invoices from the three prior separate service repair incidents to qualify for this Benefit. Keep your service invoices; neither Assurant nor American Bankers can provide copies of service invoices. One service request number, requiring functional part(s) repair/replacement is the equivalent of one repair. The Plan will immediately be deemed fulfilled on the date of the replacement or issuance of a store credit and will not continue nor be applied to any replacement product provided by American Bankers to you or purchased by you with the store credit.

- **No Lemon Benefit Limitations:** The No Lemon Benefit does not apply to repair services that (a) are resolved by minor soldering or repair of loose wires; (b) do not result in a physical repair such as maintenance checks, cleanings, customer education; (c) consist of the replacement or repair of Accessories; (d) consist of reloading or servicing software; or (e) are performed outside Canada.

International Coverage: If you require international coverage and have obtained a repair authorization number from Assurant prior to work being done, American Bankers will reimburse you for charges paid by you in advance to the service provider. Your request for reimbursement should be submitted to American Bankers through Assurant.

- **International Coverage Limitations:** International Coverage does not include In-home/Courier Service Benefit, No Lemon Benefit or the Replacement Benefit.

MANITOBA AND BRITISH COLUMBIA - STATUTORY CONDITIONS

The following Statutory Conditions provided in Schedule B to the Insurance Act pursuant to Section 136.4(2) of the Act (Manitoba), and Section 29 of the Insurance Act (British Columbia) are deemed to be part of this Protection AD Plan. In the event of any conflict or inconsistency between the Protection AD Terms and Conditions and the terms and conditions set out in this section, the terms and conditions set out in this section will govern and control.

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
- 4(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.
- 4(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(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 contract

- 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.
- 5(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.
- 5(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.
- 5(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 or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,



- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any 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.

6(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 of 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.

9(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 Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

11(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.

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.

13(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.

14(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.

You have specifically requested the English version of this Plan Terms and Conditions. A French version is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan. La version française est disponible sur demande.

End of Terms and Conditions

