

# LIBERTY MUTUAL INSURANCE COMPANY

181 Bay St., Suite 1000  
Toronto, ON M5J 2T3

## WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE POLICY

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered. ***THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.***

The words “we,” “us,” “our,” and the “Insurer” refer to Liberty Mutual Insurance Company that is providing the insurance.

The terms “you” and “your” mean the Insured (as defined below).

The word “Agent” refers to Asurion Canada Services Corporation.

The term “Authorized Service Centre” means the service centre providing repair and replacement services on our behalf.

The term “Wireless Service Provider” means Bell Mobility Inc. including Virgin Plus, a brand operated by Bell Mobility Inc., providing the Covered Property (as defined below).

### A. PREMIUM

The Monthly Premium Rate per unit of Covered Property shall be \$13, \$16, \$20, \$22, \$25 or \$35.

| Device Type                                                         | Insurance Premium |
|---------------------------------------------------------------------|-------------------|
| Basic devices, select smartphones, select tablets, and smartwatches | \$13              |
| Smartphones, tablets, and smartwatches                              | \$16              |
| Select smartphones and tablets                                      | \$20              |
| Select premium smartphones and tablets                              | \$22              |
| Select premium smartphones and tablets                              | \$25              |
| Select premium smartphones                                          | \$35              |

For a list of devices and their premium call 1-888-999-2321.

### B. COVERAGE

In exchange for premium paid when due, we agree to provide the coverage as stated in the policy on a month-to-month basis, provided that any covered damage or loss to the Covered Property is sustained while your coverage is in effect.

#### 1. Who Is Covered

##### a. The Insured

The Insured is the person who made the original purchase of this policy and Covered Property, for his or her interest in Covered Property.

#### 2. Covered Property

“Covered Property” means only the mobile wireless communications equipment as follows:

- The wireless device owned by you, which may include a turbo stick, wireless phone, smartphone, premium smartphone, tablet, premium tablet, data-only device, or wearable product and for which: 1) the unique identification number [(International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)] of such wireless device is reflected in the records of the Wireless Service Provider at the time your coverage initially became effective; and 2) outgoing airtime usage has been logged with the Wireless Service Provider on your account after coverage became effective.
- The following Accessories, used with the wireless device above: one standard battery (attached to wireless device at time of loss if lost or stolen).

#### 3. Policy Period

The policy period automatically renews month to month.

#### 4. Coverage Territory

We insure the Covered Property wherever it is located in the world.

We may require any claims occurring outside Canada or its territories to be processed in Canada.

#### **5. Covered Causes of Loss**

Covered Causes of Loss means mechanical or electrical breakdown (after the one-year manufacturer warranty expires) or being lost, stolen, or directly damaged (including by liquids), except as limited or excluded elsewhere in this policy. All other terms and conditions of the policy remain in full force and effect.

#### **6. Property Not Covered**

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade.
- b. Data, meaning information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licences, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Property (including property in transit) that has been entrusted to others for any service, repair, or replacement instead of to the Authorized Service Centre or its designee.
- e. Nonstandard Software, meaning software other than Standard Software. "Standard Software" means the operating system preloaded on or included as standard with the Covered Property from the manufacturer.
- f. Wireless Equipment whose unique identification number (including serial number, ESN, MEID, IMEI, or similar unique identification number) has been altered, defaced, or removed.
- g. Nonstandard External Media, meaning physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- h. Any property you lease, rent, or hold for others.
- i. Any other equipment or accessories not described as Covered Property.
- j. Batteries (unless otherwise covered as a covered accessory when part of a loss to other Covered Property).

### **C. EXCLUSIONS**

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

#### **1. Governmental Authority**

Seizure or destruction of property by order of governmental authority.

#### **2. Nuclear Hazard**

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

#### **3. War**

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

#### **4. Delay, Loss of Use**

Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience, or delay in repairing or replacing lost or damaged Covered Property.

#### **5. Dishonest or Criminal Acts**

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

#### **6. Obsolescence**

Obsolescence or depreciation.

## **7. Recall or Design Defect**

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

## **8. Cosmetic Damage**

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

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

## **9. Covered Under Warranty**

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

## **10. Late Claims**

Claims not reported as required by Section H.7. of the policy.

## **11. Programming, Repair Work**

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

## **12. Virus**

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

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

## **13. Voluntary Parting**

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

## **14. Intentional Loss or Damage**

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

## **15. Pollution**

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

## **16. Fees or Charges**

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

## **17. Failure to Mitigate**

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

## **18. Vermin**

Insects, rodents, or other vermin.

## **D. FILING A CLAIM**

When your Covered Property experiences a Covered Cause of Loss, simply call 1-866-213-2143 or visit [asurion.com/claims/virginplus](https://asurion.com/claims/virginplus) within 30 days of the Covered Cause of Loss. Once a claim is approved, the Insured will receive the replacement by mail within 2 to 10 business days, or you may be required to pick up the replacement at a retail location in your area. **NOTE:** You are responsible for backing up all software and data prior to commencement of any repairs or replacement. We are not responsible for any lost data, including documents, databases, messages, licences, contacts, passwords, books/magazines, games, photos, videos, music, or other nonstandard software or data on your Covered Property.

## **E. LIMITS OF INSURANCE**

In no event shall the coverage provided in connection with a claim exceed \$4,500. This limit shall apply separately to each claim.

The Insured is limited to two (2) losses for the Covered Property. When this limit is exhausted, coverage will cease immediately and we will notify the Insured that his or her coverage has ceased and no future premiums are due.

## F. DEDUCTIBLE

The Deductible is either \$50, \$100, \$150, \$200, \$249, \$299, \$349, \$399, \$449, \$499, \$549, or \$599, depending on the cost of the device, and is non-refundable and is payable at the time a claim is approved by the Agent. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the Deductible. Refer to [www.virginplus.ca/smartcare](http://www.virginplus.ca/smartcare) for the current deductible for your device.

## G. Options Concerning Return of Damaged and/or Malfunctioning Covered Property

The Insured may send damaged or malfunctioning Covered Property directly to us for replacement. Rather than first sending us the damaged or malfunctioning claimed Covered Property, the Insured may opt to return the damaged or malfunctioning Covered Property after first receiving the replacement device from us.

If the Insured opts to receive the replacement device before returning the claimed Covered Property, we will provide a prepaid shipping label and envelope in which to return the damaged or malfunctioning device to us. If the damaged or malfunctioning claimed Covered Property is not returned within 15 days of the receipt of the replacement device, a non-return fee as applicable to the model of claimed Covered Property, not to exceed six hundred dollars (\$600), may be charged to the Insured.

## H. OUR DUTIES IN EVENT OF LOSS

Upon request, the Insurer or its Agent will provide forms upon which the Insured may make proof of loss.

### 1. When We Repair or Replace

If a claim is made, we or our Agent will notify the Insured of our assessment of the claim within 60 days after we or our Agent receives all the information requested from the Insured presenting the claim.

Repair or replacement of the lost or damaged Covered Property will be done within 60 days after the Insured, or his or her designee, has complied with all the terms of the policy, and we have agreed with the Insured about the repair or replacement.

### 2. Our Options

At our option, we or the Authorized Service Centre may repair the Covered Property with substitute parts or provide substitute equipment that:

- a. Is of like kind, quality, and functionality;
- b. Is either new, refurbished, or remanufactured, and may contain original or non-original manufacturer parts; and
- c. May be a different brand, model, or colour.

## I. TERMINATION

- a. We may terminate the contract by giving you 15 days' notice of termination by registered mail at your last known address. You may terminate the contract on request or by sending us a notice at any time. Where the insurance is cancelled, we are entitled to only the earned portion of the premium, computed day by day if the contract is cancelled by us or at the short-term rate if it is cancelled by the Insured. Any overpayment of the premium will be refunded to the Insured.

- b. You may rescind this policy without penalty within ten (10) days of enrolment on request or by sending us a notice.

## J. ADDITIONAL CONDITIONS

### 1. Claim Authorization and Loss Payment

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

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

All claims must be reported to the Insurer within 30 calendar days of incident by the Insured.

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

### 2. Eligibility

- a. To be eligible for coverage you must enrol at the time of equipment activation or equipment upgrade. Enrolment window may be extended during open enrolment campaigns as agreed upon by the Agent and Wireless Service Provider. You must also remain a valid, active, and current subscriber of your Wireless Service Provider.

- b. If you request enrolment of coverage and your request is approved by us, your coverage is retroactive to the date of your request. The

successful completion of a voice or data session that logs airtime on the Wireless Service Provider's network using the Covered Property is required for coverage to be effective.

Eligibility for enrolment after initial activation may be subject to limitations.

**3. Changes**

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

**4. Legal Action Against Us**

No one may bring a legal action against us under this policy unless the action is brought within 3 years after the Insured has knowledge or ought to have had knowledge of the loss or damage to the Covered Property.

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

No rights and duties under the policy may be transferred without our written consent.