

# LIBERTY MUTUAL INSURANCE COMPANY

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

## CERTIFICATE OF WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE COVERAGE

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 Insurance Services Canada Corporation in Manitoba and Saskatchewan and Asurion Canada Services Corporation in Quebec.

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 \$12, \$15, \$18, or \$21.

Device Type	Insurance Premium
Basic devices, select smartphones, select tablets and smartwatches	\$12
Smartphones, tablets and smartwatches	\$15
Select smartphones and tablets	\$18
Select premium smartphones	\$21

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:

a. 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 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) for which outgoing airtime usage has been logged with the Wireless Service Provider on your account after coverage became effective.

b. 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.

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.

#### 4. 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 liquids), except as limited or excluded elsewhere in this policy. All other terms and conditions of the policy remain in full force and effect.

#### 5. 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, licenses, 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 that has been entrusted to (including property in-transit) others for any service, repair or replacement, other than the Authorized Service Centre or its designee.
- e. Nonstandard Software, meaning software other than Standard Software. "Standard Software" means the operating system pre-loaded 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, 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/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 [phoneclaim.com/virginplus](http://phoneclaim.com/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, licenses, 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 \$3,000.00. 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, \$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. 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 with 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 enroll within the first 30 days from activation or equipment upgrade. Enrollment window may be extended during open enrollment 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 enrollment 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 enrollment 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. Reporting of Premiums by the Wireless Service Provider

- a. Within fifteen days after the end of each month, the Wireless Service Provider:
  - (1) Will report to the Agent the total number of Covered Property units that were covered under this policy as of the last day of that month; and
  - (2) Will remit the monthly premium to us through the Agent based on that report.

The monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.

If the Wireless Service Provider provides monthly billing and collection services for the Agent, all funds collected by the Wireless Service Provider are our property and shall be held in trust by the Wireless Service Provider for us.

We may examine and audit the Wireless Service Provider's books and records relating to such premium payments and reporting at any time during the policy period, and for up to three years after this period.

#### **6. Transfer of Rights and Duties Under The Policy (Assignment)**

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

#### **7. Statutory Conditions - Manitoba Customers Only**

The following statutory conditions provided in Schedule B to the *Insurance Act* (Manitoba) (the "Act") are deemed to be part of this policy for the Insured in Manitoba pursuant to Section 136.4(2) of the Act:

##### **Misrepresentation**

- 1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently fails 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 upon request.
- 5(2) If the contract is terminated by the insurer, (a) the insurer must refund the excess of the 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 on which the registered letter or notification of it is delivered to the insured's postal address.

##### **Requirements after loss**

- 6(1) On the event 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 located 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 provide 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 provide 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 any 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, however
  - (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 [editor's comment: to the insurer?] 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 salvaged, 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, regardless of 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 is 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.

### **7. Statutory Conditions - Saskatchewan Customers Only**

The following statutory conditions provided in *The Insurance Act* are deemed to be part of this policy. If any of the statutory conditions conflict with other terms and conditions of this Policy, these statutory conditions shall prevail; and the terms and conditions of the Policy are hereby amended to conform to the statutory conditions below, however only when the terms of the applicable provincial statutory conditions are more favourable to the named insured. If any of the terms and conditions in the Policy are found to be invalid, unenforceable, or not amendable to conform to the applicable provincial statutory conditions, such invalid, unenforceable or non-conforming conditions will be null and void; however, the remaining conditions shall remain in full force and effect.

#### **Misrepresentation**

- 1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently fails 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 of 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 subsection (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 subsection (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 clause (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 is practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as is 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 clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

### **Requirements after loss**

- 6(1) On the event 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 is 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) provide invoices and other vouchers verified by statutory declaration; and
    - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (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 provide 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 provide 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 of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of 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 subsection (1) of this condition.

### **Entry, control, abandonment**

- 10 After loss of 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, however:
    - (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 [editor's comment: to the insurer?] 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 salvaged, 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 is 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 subsection (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 office 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.