

**AIG INSURANCE COMPANY OF CANADA**

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

**CERTIFICATE DECLARATIONS**

This Certificate is attached to and made part of the Policy # 013104749. The Named Insured shown below has coverage under this Policy.

**Item 1. NAMED INSURED:**

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

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

Coverage under this Certificate is effective on the date the Subscriber enrolls in this Policy.

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

<b>Tier</b>	<b>MSRP at the time of Enrollment</b>	<b>Monthly Premium</b>
1	\$0.00 - \$399.99	\$13.00
2	\$400.00 - \$749.99	\$13.00
3	\$750.00 - \$999.99	\$13.00
4	\$1000.00 - \$1199.99	\$13.00
5	\$1200.00 - \$2300.00	\$13.00

**Item 4. Communications Equipment Provider**

Name: Fido, operated by Rogers Communications Canada Inc.  
Address: 800 De La Gauchetière Street West, Suite 4000  
Montréal, QC H5A 1K3, Canada

**Item 5. Authorized Representative:**

Program Administrator:	Producer:
Name: Brightstar Device Protection Canada, Ltd.	Partners Indemnity Insurance Brokers Ltd.
Address: 40 King Street West, Suite 2100 Toronto, ON M5H 3C2, Canada	3385 Harvester Road, Suite 210 Burlington, Ontario, Canada L7N 3N2
Phone: +1 844-225-6333	

**Item 6. Limits of Insurance**

Occurrence Limit of Insurance	\$2,300.00 per Occurrence for each Named Insured
Aggregate Limit of Insurance	\$4,600.00 per Named Insured or 2 number of occurrences within any 12 month period of time, whichever occurs first.

**Item 7. Deductible**

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

<b>Tier</b>	<b>MSRP at the time of Enrollment</b>	<b>Replacement Deductible</b>	<b>Repair Deductible*</b>
<b>1</b>	\$0.00 - \$399.99	\$100.00	\$30.00
<b>2</b>	\$400.00 - \$749.99	\$150.00	\$50.00
<b>3</b>	\$750.00 - \$999.99	\$200.00	\$70.00
<b>4</b>	\$1000.00 - \$1199.99	\$300.00	\$100.00
<b>5</b>	\$1200.00 - \$2300.00	\$400.00	\$175.00

\* You may receive up to one Claim for repair of glass breakage only (with no other defects or evidence of loss or failure present) for Your Covered Equipment and You will not be required to pay a Repair Deductible.

**Item 8. Accessories**

- A. Accessories included: Battery; Standard Wall Charger; SD Card, and SIM Card. If the Covered Property is an iPhone, Accessories also include one standard wall/USB charger, one standard ear bud, and one standard sync cable.
- B. Maximum retail value of Accessories: \$500.00

**Item 9. Replacement Device.**

Maximum full retail value of replacement to be charged: \$2,300.00

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

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

**ENDORSEMENT NO. 2**

**This endorsement, effective 12:01 A.M.** February 28, 2021 forms a part of **Policy No. 013104749**

**Issued to:** Fido, operated by Rogers Communications Canada Inc.

**By:** AIG Insurance Company of Canada

It is hereby understood and agreed this policy is renewed for a further twelve (12) month period to expire on February 28, 2022.

It is further agreed, the renewal premium to be charged is based on the monthly bordereaux.

All other terms and conditions remain unchanged.

*C. McFadden*  
\_\_\_\_\_  
**Authorized Representative**

Dated: January 19, 2021

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**COMMUNICATIONS EQUIPMENT COVERAGE FORM**

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

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

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

**A. Coverage**

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

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

3. **Covered Causes of Loss**

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

**B. Exclusions**

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

**c. War And Military Action**

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

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

**2.** We will not cover loss or damage caused by or resulting from any of the following:

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

This exclusion applies whether or not such persons are acting alone or in collusion with other persons.

- f. Change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered Property however caused, including, but not limited to, scratches, marring, and cracked displays that occur to Covered Property that does not affect the mechanical or electrical function of the Covered Property.
- g. Faulty repair, adjusting, installation, servicing, or maintenance unless fire or explosion ensues and then only for loss or damage by ensuing fire or explosion.
- h. The presence, discharge, dispersal, seepage, migration, release or escape of "Pollutants."
- i. Unauthorized repair or replacement.
- j. Preventative maintenance or preferential adjustments.
- k. Use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions. Any damage that is the result of abuse or of any intentional act.
- l. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property or recall by the manufacturer.
- m. Loss or damage to batteries (unless batteries are listed as an Accessory on the Declarations page), personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers; or loss or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the Covered Property.

- n. Normal wear and tear, gradual deterioration, inherent vice or latent defect.
- o. Malfunction including "Mechanical and/or Electrical Failure" occurring during the term of the manufacturers warranty.
- p. "Computer Virus," whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this Coverage Form.

### **C. Limits of Insurance**

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

### **D. Deductible**

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

### **E. Definitions**

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

# COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

The Coverage Part under which Coverage is provided to you as noted in the Certificate Declarations is subject to the following conditions:

## A. CANCELLATION AND MATERIAL CHANGES

1. You may cancel your coverage under this Coverage Part by (i) mailing or delivering to us advance written notice or (ii) by calling Fido at 1-888-481-3399, or 1-855-877-3887 stating when such cancellation is effective. You may send your written notice through the Authorized Representative shown in the Declarations (hereinafter the "Authorized Representative").
2. We may cancel your coverage under this Coverage Part by mailing or delivering to you written notice of cancellation, and by delivering notice electronically to you at least:
  - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason;
3. Our notice will be mailed or delivered to you at the last mailing address known to us or delivered electronically to you.
4. Notice of cancellation or non-renewal will state the effective date of cancellation and all insurance for you under this Coverage Part will end on that date.
5. If this Coverage Part is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation notice is mailed, proof of mailing will be sufficient proof of notice.
7. The insurance provided you under this Coverage Part is provided on a month to month term basis unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider.
8. In the event of any material change in the coverage terms, monthly premium or the deductible, you will be provided thirty (30) days advance written notice, electronically or otherwise, of such changes. You may cancel coverage at any time without penalty, but if you continue to pay monthly premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.

## B. DUTIES IN THE EVENT OF LOSS

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

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

Covered Property is recovered, it must be returned to the "Authorized Service Facility" at our expense. The Covered Property should not remain activated nor be reactivated except with prior consent from us. If Covered Property is not returned to us within thirty (30) days of receipt of the replacement equipment, a salvage non-return fee may be billed to you up to \$800.00. The salvage non-return fee will not exceed the value of the Covered Property that was not returned. You must return your Covered Property to us unlocked. If you fail to return your Covered Property to us unlocked, a locked device fee may be billed to you up to \$800.00.

7. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
8. Cooperate with us in the investigation or settlement of the claim.
9. Provide a copy of the original bill of sale.
10. We may examine you under oath, at such times as may be reasonably required, about any matter relating to this insurance or the claim, including your books and records. In the event of an examination, your answers must be signed.
11. Provide us with all of the necessary information required to approve replacement of the Covered Property within sixty (60) days of the date that you report the loss or damage to us. Failure on your part to take delivery of replacement equipment within sixty (60) days of claim approval by us will result in forfeiture of your claim.

### **C. LOSS SETTLEMENT**

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



6. If any Accessories are shown on the Declarations page, we will cover the cost associated with the repair or replacement of such Accessories up to a maximum retail value of Accessories shown in the Declarations. Any amount in excess of that maximum will be funded by you.

#### **D. ADDITIONAL CONDITIONS**

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

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

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

This will not restrict your insurance.

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

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

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

If, when inspected by the "Authorized Service Facility", the make/model and condition of the Covered Property does not match that as attested to in the Proof of Loss statement, or is not damaged, the Authorized Representative reserves the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in **Item 8.** of the Declarations).

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

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

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

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

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

##### **5. Coverage Territory**

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

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

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

##### **7. Applicable Law**

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

#### **8. Changes**

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

#### **9. Premiums**

The Named Insured shown on the Declarations:

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

A monthly premium shown in the Declarations will be payable in advance and will be charged to the Named Insured's regular account with the Communications Equipment Service Provider for transmittal to us. The Named Insured has 15 days after receiving the Certificate to determine if they want to keep the coverage without any premium being earned.

#### **10. Appraisal**

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

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

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

**CANADIAN STATUTORY CONDITIONS**  
**POLICY CONDITIONS MAY BE BROADER THAN REPRESENTED BELOW**

**1. MISREPRESENTATION:**

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

**2. PROPERTY OF OTHERS:**

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

**3. CHANGE OF INTEREST:**

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

**4. MATERIAL CHANGE:**

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

**5. TERMINATION:**

- a) This contract may be terminated,
  - (i) By the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
  - (ii) By the Insured at any time on request.
- b) Where this contract is terminated by the Insurer,
  - (i) The Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - (ii) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- c) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- d) The refund may be made by money, postal or express company money order or cheque payable at par.
- e) The fifteen days mentioned in Clause (i) of sub-condition (a) of this Condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

**6. REQUIREMENTS AFTER LOSS:**

- a) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10 and 11.
  - (i) Forthwith give notice thereof in writing to the Insurer;
  - (ii) Deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
    - (1) Giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
    - (2) Stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
    - (3) Stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;

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

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

(iv) If required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

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

**7. FRAUD:**

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

**8. WHO MAY GIVE NOTICE AND PROOF:**

Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

**9. SALVAGE:**

- a) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further thereto.
- b) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this Condition according to the respective interests of the parties.

**10. ENTRY, CONTROL, ABANDONMENT:**

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

**11. APPRAISAL:**

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

**12. WHEN LOSS PAYABLE:**

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

**13. REPLACEMENT:**

- a) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- b) In that event the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**14. ACTION:**

- (4) Showing the amount of other insurances and the names of other Insurers;
- (5) Showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
- (6) Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;

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

**15. NOTICE:**

Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this Condition, the expression "registered" means registered in or outside Canada.

**ADDITIONAL CONDITIONS**

**16. EXCLUSIONS**

This Policy does not cover:

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

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

**20. NO BENEFIT TO BAILEE**

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

**17. NOTICE TO AUTHORITIES**

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

**21. BASIS OF SETTLEMENT**

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

**18. SUE AND LABOUR**

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

**22. PAIRS, SETS, PARTS**

- (a) In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set;
- (b) In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting when complete for use, of several parts, the Insurer shall only be liable for the value of the part lost or damaged, including the cost of installation.

**19. SUBROGATION**

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

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

**PREMIUM DEVICE PROTECTION PLAN TERMS AND CONDITIONS**

**Premium Device Protection Plan Contract.** These terms and conditions together with the insurance policy, the applicable portions of Your monthly bill (“**Bill**”) from FIDO, welcome letter, applicable Bill inserts, and applicable written communications from Us to You govern the Device Protection Plan and constitute Our contract with you (hereinafter the “**Premium Device Protection Plan Contract**” or “**Contract**”), so You should keep a copy for future reference. This Contract and Your agreement with FIDO (including your applicable Fido service agreement and the Fido Terms of Service) are, and shall remain, separate agreements, but in order to maintain service under this Contract, You must also maintain Your wireless service with FIDO in good standing and be financially current on Your FIDO account. If any portion of this Contract is

deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Your FIDO wireless device number for the Protected Device is Your Contract number. This Contract is purchased in and governed by the laws of the province identified in Your billing address in the records of FIDO and the federal laws of Canada applicable therein and is available in Manitoba and Saskatchewan. The Device Protection Plan may be offered by FIDO to customers along with other device support programs that contain other support features and are subject to their own terms and conditions.

**Premium Device Protection Plan Fee Schedule.**

**Monthly Service and Processing Fees**

Tier	MSRP	Monthly Service Fee*	Repair Processing Fee	Replacement Processing Fee
1	\$0.00 - \$399.99	\$13.00	\$30.00	\$100.00
2	\$400.00 - \$749.99	\$13.00	\$50.00	\$150.00
3	\$750.00 - \$999.99	\$13.00	\$70.00	\$200.00
4	\$1000.00 - \$1199.99	\$13.00	\$100.00	\$300.00
5	\$1200.00 - \$2300.00	\$13.00	\$175.00	\$400.00

\* This is the Monthly Service fee currently in market. Note that you may be subject to a different Monthly Service Fee, which is indicated on your Fido bill.

**Additional Fees that May Apply**

Tier	MSRP	Non-Returned Equipment Fee	Locked Device Fee	Service Request Conversion Fee
1	\$0.00 - \$399.99	\$50.00	\$50.00	\$70.00
2	\$400.00 - \$749.99	\$250.00	\$250.00	\$100.00
3	\$750.00 - \$999.99	\$550.00	\$550.00	\$130.00
4	\$1000.00 - \$1199.99	\$700.00	\$700.00	\$200.00
5	\$1200.00 - \$2300.00	\$800.00	\$800.00	\$225.00

**Definitions.**

(1) **“Premium Device Protection Plan”** means the Premium Device Protection Plan service warranty program described in this Contract. (2) **“Eligible Device”** means the wireless device that We have designated as eligible for service under the Premium Device Protection Plan Contract as set forth in the list of Eligible Devices and their device tier available from Us, which can be found at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido) or by calling 1-855-877-3887. (3) **“Enrollment Date”** means the date Your request for enrollment is received by Us or our authorized representative. (4) **“Failure”** means in the usual and customary usage of the Protected Device, the Protected Device malfunctions or fails to operate due to a defect in parts or workmanship after the expiration of the manufacturer’s warranty period. (5) **“Protected Accessory(-ies)”** means the following Accessories used with the Eligible Device: one standard battery and one standard charger. One SD memory card and one SIM card, each as standard for the Eligible Device, are also protected. If the Eligible Device is an iPhone, the following iPhone accessories shall be deemed Protected Accessory(-ies) as part of an iPhone loss: one standard wall/USB charger, one standard ear bud, and one standard sync cable. (6) **“Protected Device”** means the Eligible Device owned or leased by You and actively registered on the FIDO network and for which airtime has been logged after enrollment into the Premium Device Protection Plan. Protected Device is limited to one Eligible Device and applicable Protected Accessory per replacement or repair. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) of the Eligible Device associated with Your account in the record of FIDO at the time Your protection initially becomes effective and for which airtime has been logged determine the Eligible Device that is considered a Protected Device unless You have used a different Eligible Device on Your mobile number immediately prior to the time of Failure, in which case the Protected Device is the Eligible Device (i) for which You have used on Your mobile number immediately prior to the time of Failure; and (ii) for which

You have provided a proof of purchase or lease to Us. **(7) “Replacement Equipment”** means a wireless device of like kind and quality with comparable features and functionality to the Protected Device that We may provide to You in the event of a Failure of the Protected Device. **(8) “FIDO”** means Fido, operated by Rogers Communications Canada Inc. and its successors and assigns, with addresses at 800 De La Gauchetière Street West, Suite 4000, Montréal, Québec, Canada H5A 1K3. **(9) “We,” “Us” and “Our”** mean FIDO, the company obligated under this Contract. **(10) “You” and “Your”** refers to the FIDO account holder that purchased this Contract.

**What is Protected.** If the Protected Device suffers a Failure during the time this Contract is in effect, We will repair or replace the Protected Device as described below. If a Failure affects a Protected Accessory in conjunction with the Failure of the Protected Device, or if the Protected Device is replaced with a different model, We will also replace the Protected Accessory(ies). Failures due to defects in material and workmanship during the term of the manufacturer’s warranty period are not covered under this Premium Device Protection Plan Contract and service requests must be submitted through the FIDO repair and return program. In the case of a replacement, Protected Devices will be replaced with a wireless device of like kind and quality with comparable features and functionality to the Protected Device. THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, IN OUR SOLE DISCRETION. The Replacement Equipment immediately becomes the Protected Device. If We replace Your device under the Premium Device Protection Plan Contract, We reserve the right to take possession and ownership of Your defective or damaged Protected Device. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage related to any Protected Device that We replace. We will provide a twelve **(12)** month warranty on parts and workmanship for any repaired Protected Device or Replacement Equipment. In the event that the repaired Protected Device or Your Replacement Equipment fails to function due to any defects in parts or workmanship during this twelve **(12)** month warranty period, We will repair or replace the repaired Protected Device or Replacement Equipment, in Our sole discretion, at no cost to You. Such service will not be charged against Your annual service limit under the Premium Device Protection Plan Contract.

**Changes to the Premium Device Protection Plan and Contract.** You agree to all the provisions of this Contract when You order the Premium Device Protection Plan and/or pay for it. If the Protected Device is changed to another Eligible Device at any time while covered by the Premium Device Protection Plan, FIDO will apply the correct monthly fee for the Premium Device Protection Plan applicable to that device being used under Your FIDO account. We may also change the monthly charge for the Premium Device Protection Plan, the administration of the Contract, or these terms and conditions from time to time upon at least thirty **(30)** days written notice to You. Such notice may be provided in a Bill insert; as a message printed on Your Bill; by email; in a separate mailing; or by any other reasonable method, at Our discretion, and will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation by sending Us a notice to that effect no later than thirty **(30)** days after the amendment comes into force. Your continued use of the Premium Device Protection Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Premium Device Protection Plan is available only to wireless device service customers of FIDO. Your participation in the Premium Device Protection Plan is optional and You may terminate the Contract at any time. Please refer to the Cancellation section of this Contract.

**Contract Service Period.** Your service benefits under this Contract begin on the Enrollment Date and continue from month to month until terminated by You or by Us in accordance with the Cancellation section of this Contract and subject to the Service Limits section of this Contract.

**Charges.** You agree to pay the amount for this Contract shown on Your FIDO Bill for wireless service each month when invoiced by FIDO on the same terms and conditions as set forth under Your FIDO service agreement. Applicable Processing Fees, non-protected failure charges, Service Request Conversion Fees, Locked Device Fees, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may apply prior to fulfilling Your approved Service Request (defined below). FIDO



reserves the right to charge applicable fees for the Premium Device Protection Plan in the event the Protected Device changes. Charges and/or additional fees may be found at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido).

**To Obtain Service.** In the event of a Failure of a Protected Device, You may file a service request by calling 1-855-877-3887 or online at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido) ("**Service Request**"). You must file the Service Request within sixty (60) days of the Failure. If Your Service Request is approved, We will offer you Replacement Equipment or a repair of Your Protected Device (if available, as determined by Us). For repairs, You may mail-in Your Protected Device, or may choose to visit an authorized repair location (if available in Your area, as determined by Us), or an authorized repair technician may come to a location of Your selection (if available in Your area, as determined by Us). Additional information on repair is available at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido). We are not responsible for any loss of data, personal or otherwise, on Your Protected Device that may occur during the repair process. If you have a Protected Device that is not repairable, a device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that a Replacement Device will be provided to You upon payment of the Service Request Conversion Fee. The Service Request Conversion Fee is the difference between the applicable Repair Processing Fee that You paid and the applicable Replacement Processing Fee. If You elect not to pay the Service Request Conversion Fee, the Protected Device will not be repaired and will be returned to You by mail if You originally mailed in Your Protected Device, or will be made available to You for collection at the location You originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect Your Protected Device within thirty (30) days from the date You are first notified that the Protected Device is available for collection, after that time, We will return the Protected Device to You by mail. If We make available the option to repair Your Protected Device, You may choose to receive Replacement Equipment instead of repairing Your Protected Device upon payment of the Replacement Processing Fee. For Replacement Devices, We will ship the Replacement Device the next business day, where and when available. We may provide You with the option to receive the Replacement Equipment the same day Your Service Request is completed for an additional fee, where and when available, in Our sole discretion. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE PROTECTED DEVICE AND/OR YOUR GOVERNMENT ISSUED PHOTO I.D. OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR RIGHT TO SERVICE WITHIN SIXTY (60) DAYS FROM THE DATE OF THE REQUEST. We also retain the right to inspect the Protected Device (except in cases of loss or theft) as a condition of approval of Your Service Request.

**Processing Fees.** A nonrefundable Processing Fee, except where otherwise stated in this Contract, plus applicable taxes, applies to each approved Service Request as indicated above. The Processing Fee will be collected from you prior to fulfilling Your approved Service Request. Prepaid credit cards may not be used to pay Your applicable Processing Fee. A complete list of Eligible Devices and their device tier are available at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido) or by calling 1-855-877-3887.

**Service Limits.** We will cover the cost to replace the Protected Device up to a maximum of **\$2,300.00**, inclusive of a \$500 per Service Request limit for Protected Accessories, per Service Request depending on the tier of Your Protected Device. Beginning on the Enrollment Date, this Premium Device Protection Plan Contract will cover up to, but not more than, two (2) replacements and/or repairs of the Protected Device during any twelve (12) month period, beginning on the date that the first approved Service Request is fulfilled. For Service Requests that are fulfilled with Replacement Equipment or the Protected Device has been mailed for repair, the fulfillment date is the date on which the Replacement Equipment or repaired Protected Device is shipped to You. For Service Requests that are fulfilled at an authorized repair location or repaired by an authorized repair technician, the fulfillment date is the date which the Repaired Protected Device is made available to You for collection. We will forward a notice of cancellation of the Contract to You, by mail, email or fax at the time of the second fulfilled Service Request, and We will discontinue all monthly charges for the Premium Device Protection Plan Contract at such time. The monthly charge paid for the Premium Device Protection Plan Contract during the month in which the second fulfilled Service Request occurs will be prorated up to the date of cancellation. The service limit does not apply to the repair

or replacement of Protected Devices caused by defects in parts or workmanship during the standard product warranty.

**Return of Replaced Protected Devices/Non-Return Fee.** A Protected Device that is approved for replacement must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within thirty (30) days. The Protected Device We replace becomes property of FIDO and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Device that We replace. If We do not receive Your original equipment within thirty (30) days, You will be charged a non-return equipment fee up to **\$800.00** plus applicable taxes. Call 1-855-877-3887 to request a prepaid return mailer. The Non-Returned Equipment Fee will be charged to the credit card We have on file for You, or may be included on Your monthly bill, in Our sole discretion. Call 1 855 877 3887 to request a prepaid return mailer.

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

#### **What is not Protected.**

The Premium Device Protection Plan does not protect the following:

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

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

**Cancellation.** You may terminate this Contract at any time for any reason by contacting Rogers at 1-888-ROGERS1 or Fido at 1-888-481-3399. We may terminate this Contract immediately if You default on Your obligations. In Québec or Newfoundland and Labrador, We may terminate this Contract for any other reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all other Provinces, We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation. If You or We terminate this Contract within thirty (30) days from Your receipt of this Contract and You have not received a fulfilled Service Request, You will receive a full refund of the of the monthly service fee. If You or We terminate this Contract after thirty (30) days following the Enrollment Date, We will refund the remainder of the monthly service fee, pro-rated on a daily basis as measured by the date You cancel the Contract. We will also discontinue all monthly charges for the Plan as of the



effective date of cancellation. Any termination and cancellation of Your wireless service with FIDO for any reason constitutes cancellation of this Contract by You, subject to the terms and conditions of this Contract.

**Electronic Delivery.** You expressly and knowingly agree and consent to permit Us (including any third party vendor, or representative through which we provide services under this Contract) to make disclosures and provide notices to You by bill message, text message, letter or e-mail, or any other method in accordance with Your Fido Terms of Service.

**Service Contract.** This Contract is a contract between You and Us that provides the specified services outlined herein. This contract is not an insurance policy and provides no insurance coverage or insurance benefits to You.

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

**Limits of Liability. Applicable in Québec:** Except in the case of damages resulting from Our own act or of Our agents or service providers with respect to the Premium Device Protection Plan or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PREMIUM DEVICE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PREMIUM DEVICE PROTECTION PLAN CONTRACT). IN SUCH CIRCUMSTANCES WE OR OUR AGENTS OR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES, ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PREMIUM DEVICE PROTECTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE PREMIUM DEVICE PROTECTION PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE PREMIUM DEVICE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

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

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

**Concealment, Misrepresentation of Fraud.** The protection provided by this Contract is void if You commit fraud or intentionally conceal or misrepresent a material fact concerning this Contract, the Protected Device, Your interest in the Protected Device, or a Service Request under this Contract.

**Data Privacy.** As part of the services offered to You pursuant to this Contract, FIDO may collect, use, and disclose personal information about You for the purposes of establishing, managing, and maintaining our relationship in accordance with FIDO'S privacy policy, available at [www.fido.ca/privacy](http://www.fido.ca/privacy). Your information may be shared with Our service providers and with other third parties that are located in countries outside of Canada, in accordance with FIDO'S privacy policy.





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

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

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

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

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

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

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

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

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

### **POTENTIAL ACTIONS BY US**

Depending upon the requirements of the relevant Trade Sanction:

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

# AIG INSURANCE COMPANY OF CANADA

## PRIVACY PRINCIPLES

### AIG and Individual Privacy

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

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

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

### **1. Consent and Personal Information**

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

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

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

### **2. Collecting Personal Information**

We may collect information directly from the individual concerned on applications for insurance and through direct interactions with us, including via AIG websites, software applications made available by us for use on or through computers and mobile devices (the “Apps”), our social media pages set forth in the links in the footer on AIG.com and other means (for example, from your application and claim forms, telephone calls, e-mails and other communications with us, as well as from claim investigators, medical professionals, witnesses or other third parties involved in our business dealings with you). We also collect

information from various third party sources such as: insurance brokers, adjusters, other insurance intermediaries, third party administrators, government, industry associations, and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance. We and our service providers may supplement the personal information we collect with information from other sources, such as publicly available information from social media services, commercially available sources and information from our affiliates or business partners. This information from third parties is subject to the privacy policies under which the information was collected.

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

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, developing and improving insurance products and services and other services, including actuarial and pricing tools and risk engineering, risk management and loss prevention programs for our insurance clients, claim assessment, processing and settlement, and, where applicable, managing claim disputes. AIG also uses personal information to detect and prevent fraud, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers.

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

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

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

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

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

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

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

Personal information is sought and exchanged with both affiliated and unaffiliated insurance companies, reinsurers, insurance and reinsurance brokers and other intermediaries and agents, appointed

representatives, distributors, financial institutions and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate, administer and provide updates regarding claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government institutions in accordance with applicable law.

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

Some Authorized Administrators may be located outside of Canada, in the United States of America or another foreign jurisdiction outside of Canada. When this occurs, the collection, use and disclosure of personal information will be subject to the laws of the jurisdiction in which it is situated. By communicating personal information to us, applying for and/or acquiring the products and services of AIG, you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction. If you would like to obtain more information about our use of Authorized Administrators or any other service providers located outside of Canada, please contact the Privacy Officer at the address set out below in the section called “*Contacting the Privacy Officer*”.

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

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

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

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

- the information is subject to solicitor/client privilege;
- the information would reveal personal information about a third party;

- the information could compromise the investigation of a claim; or
- the information is confidential commercial information.

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

## 9. Contacting the Privacy Officer

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

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

## 10. Internet Privacy Practices

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

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

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

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

- **Through your internet browser:** Certain information is collected by most websites, such as your IP address (that is, your computer’s address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, time of the visit and the page or pages visited. We use this information for purposes such as calculating our website usage levels, helping diagnose server problems, and administering our website.
- **Using cookies:** Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent on our website, pages visited, and language preferences. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while visiting our website, or to gather statistical information about the usage of our website. Cookies further allow us to



present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

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

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

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

<http://www.adobe.com/privacy/policy.html#info-manage>.

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

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

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

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

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

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

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

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

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