



THE SOURCE

Extended Protection Insurance Product

PRODUCT NO: 595(06/22)CAD-INS

This is a legal contract of insurance (referred to hereinafter as the "Policy"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. By purchasing this Policy, you are consenting to Asurion Consumer Solutions of Canada, Corp. and Continental Casualty Company's collection, use and disclosure of personal information as described below, including their ability to share your personal information with The Source (Bell) Electronics, Inc., the seller/retailer/distributor of this Policy. You also consent that your personal information may be used and disclosed for other purposes as permitted or required by law.

Insurer: The company obligated under this Policy is as follows:

- In British Columbia, Manitoba, Quebec, and Saskatchewan the Insurer is **Continental Casualty Company ("CNA Canada")**, whose address is 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone 1-800-831-4262., www.cnacanada.ca.

For the purposes of the Insurance Companies Act (Canada) this policy was issued in the course of the insurer's insurance business in Canada.

Authorized Representative

This policy contains a clause which may limit the amount payable

Please register your product by logging on to www.asurion.com/thesource or calling toll-free 1-855-359-8324.

Definitions: Throughout this Policy the words:

- (1) "Insurer", "**we**," "**us**," or "**our**" refer to CNA Canada, as referenced above;
- (2) "**administrator**" refers to Asurion Consumer Solutions of Canada, Corp. ("Asurion"). The administrator can be contacted at: 600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2, Canada;
- (3) "**The Source**" refers to The Source (Bell) Electronics, Inc., the seller/retailer/distributor of this Policy;
- (4) "**product**" refers to the item which you purchased concurrently with and is covered by this Policy;
- (5) "**you**" and "**your**" refers to the individual who purchased the product and this Policy;
- (6) "**breakdown**" refers to the mechanical or electrical failure of the product caused by:
 - a) defects in materials and/or workmanship;
 - b) normal wear and tear;
 - c) dust, heat, humidity; or
 - (d) unintentional and accidental damage from handling as a result of normal use ("ADH") for electronic products designed to be portable, including, but not limited to, laptops, tablets, portable audio systems, portable gaming systems, gaming software, wearables, audio streaming devices, audio headsets, and digital cameras and camcorders; and
- (7) "**replacement product**" refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE**

FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT. Technological advances may result in a replacement product with a lower selling price than the original product.

Instructions: You must keep the receipt or order confirmation email for the product; it is an integral part of this Policy and you may be required to reference it to obtain repairs under this Policy. This Policy, including the terms, conditions, limitations, and exclusions set out herein, together with the receipt or order confirmation email, which contains the price you paid for this Policy, term of coverage and product identification information, constitute the entire agreement.

WHAT IS COVERED: This Policy provides for the repair or replacement of your product in the event the product experiences a breakdown. If we determine that we cannot repair your product as specified in this Policy, we may replace the product with a replacement product or, at our discretion, we will issue you a voucher, electronic payment, gift card or cheque for the purchase price for the product, excluding taxes, as indicated on your sales receipt or order confirmation email, to return to The Source to purchase a replacement product. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable. Once you have received your voucher, gift card, cheque or replacement product for your product pursuant to this Policy, all of our obligations under this Policy shall have been fulfilled in their entirety. **NOTE: For electronic products with an operating system:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licences, contacts, passwords, books/magazines, games, photos, videos, music or other nonstandard software or data on your covered product

This Policy Includes the Following Product-Specific Enhanced Coverages Beginning on the Date of Purchase:

Televisions:

1. Repair or replacement of accessories included in the box by the manufacturer (e.g. game controllers, additional camera lenses, and remote controls).
2. Power surge protection.
3. Access to technical assistance and support for your covered product(s) through tech support web application during the term of this Policy. Tech support terms of service can be accessed at www.asurion.com/thesource. To obtain technical assistance you may visit www.asurion.com/thesource.

Portable Electronic Products:

1. Repair or replacement of accessories included in the box by the manufacturer (e.g. game controllers, additional camera lenses, and remote controls).
2. Power surge protection.
3. Breakdowns due to ADH.
4. Access to technical assistance and support for your covered product(s) through the tech support web application during the term of this Policy. Tech support terms of service can be accessed at www.asurion.com/thesource. To obtain technical assistance you may visit www.asurion.com/thesource.

Networking Products, Printers, Bell TV Products, DVD/Blu-Ray Players, Smart Home Products, Non-Portable Gaming Systems, Non-Portable Computing Products, Non-Portable Connected Products and Projectors:

1. Repair or replacement of accessories included in the box by the manufacturer (e.g. game controllers, additional camera lenses, and remote controls).
2. Power surge protection.
3. Access to technical assistance and support for your covered product(s) through the tech support web application during the term of this Policy. Tech support terms of service can be accessed at

www.asurion.com/thefsource. To obtain technical assistance you may visit www.asurion.com/thefsource.

The following provisions apply to all Coverages:

TERM OF COVERAGE:

For Products Listed Above with Product-Specific Enhanced Coverages: The term of this Policy begins on your date of purchase and continues for the period indicated on your sales receipt or your order confirmation email, depending on the Policy term that was purchased. This Policy is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. After the manufacturer's warranty expires, this Policy continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within these terms and conditions. Except for the product-specific enhanced coverage benefits outlined above, which begin on your date of purchase, all other Policy coverage becomes effective immediately following the expiration of the manufacturer's warranty. Policy coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your covered product is being serviced by an authorized service centre when this Policy expires, the term of this Policy will be extended until the covered repair has been completed.

For All Other Products: The term of this Policy begins immediately following the expiration of the manufacturer's warranty and remains in effect for the period indicated on your sales receipt or order confirmation email, unless cancelled or fulfilled pursuant to the provisions herein. In the event your Product is being repaired by an authorized service centre when the Policy expires, the term of the Policy will be extended until the covered repair has been completed. The term depends on the type of Policy purchased, either the 1- or 2-year Policy coverage.

To Make a Claim / How It Works: If your product fails, call customer service at **1-855-359-8324**, to process your claim Monday – Friday 8:00 a.m. through midnight Eastern Time; Saturday and Sunday 9:00 a.m. through 10:00 p.m. Eastern Time. **You must call prior to having your product serviced; all repairs or replacements must be authorized in advance.** Unauthorized repairs or replacements may not be covered. In-home, depot or carry-in service may be available; our customer service representative will inform you what type of service your product qualifies for after you initiate the claim. We will pay for the cost of shipping your product to and from the authorized service centre if depot service is required. At our sole discretion, we may require that you return the product to us and have the product inspected by our authorized service centre as a condition to receiving a replacement product or a reimbursement or we may require you to purchase a replacement product with similar features as a condition to receiving a reimbursement as further outlined below. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Policy. You may also be required to produce photo identification issued to you by a Provincial or Federal government office as a condition to receiving service or replacement or reimbursement under this Policy. All claims must be reported within thirty (30) days after expiration of this Policy. In addition to English and French, customer assistance is available in a number of languages for your convenience.

No Lemon Policy: After three (3) service repairs for the same defect have been completed on an individual eligible product under this Policy, and that individual product requires a fourth (4th) repair, as determined by us, we will (a) provide you with a replacement product or (b) provide you a gift card or cheque for the purchase price paid by you for the product, including taxes, as indicated on your receipt or order confirmation email. The No Lemon Policy does not apply to gaming software, ADH breakdowns, and repairs performed while the product is under the manufacturer's conventional warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy.

Limit of Liability: For any single claim, the limit of liability under this Policy is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the price that you paid for the product, excluding taxes, as indicated on your receipt or order confirmation email. The total liability under this Policy for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, excluding taxes; or (c) the total cost of all authorized repairs up to the purchase price you paid, excluding taxes, of the product. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, we shall have fulfilled our obligations owed under this Policy and this Policy shall terminate.

Free Transferability: The Policy may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Policy is valid. To transfer, call 1-855-359-8324. Information provided by you must include the Policy number, date of transfer, new owner's name, complete address and telephone number.

Manufacturer's Responsibilities: Parts and services covered during the manufacturer's conventional warranty period are the sole responsibility of the manufacturer.

WHAT IS NOT COVERED:

- (1) Loss and theft;
- (2) Intentional physical damage, insect infestation, misuse, or abuse;
- (3) Products with altered or missing serial numbers;
- (4) Service performed by unauthorized repair personnel;
- (5) Replacement costs for lost or consumable parts (except as otherwise expressly provided in these terms and conditions), such as antennas, styluses, audio/video disks, tapes, computer software or disks, print elements, external power supplies, knobs, remotes, batteries, bulbs and/or lamps;
- (6) Cosmetic damage and problems due to improper and/or non-factory-authorized installation or repairs;
- (7) Acts of God;
- (8) Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing;
- (9) Consequential or incidental damages, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
- (10) Any fees related to third-party contracts;
- (11) "No Problem Found" diagnosis or failure to follow the manufacturer's instructions;
- (12) Any failures, parts and/or labour costs incurred as a result of a manufacturer's recall;
- (13) Repair or replacement caused by defects that existed prior to the purchase of this Policy;
- (14) Service outside of Canada, unless prior approval is obtained;
- (15) Cleanings and alignments;
- (16) Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;
- (17) Cost of preventative maintenance, or damages caused by improper preventative maintenance;
- (18) Products with safety feature(s) removed, bypassed, disabled or altered;
- (19) Loss or damage to stored data, repairs related to installed software, computer viruses, or computer hardware which is added after the original purchase;
- (20) Any damage to recording media, including any software programs, data, or configuration/setup information resident on any mass storage devices such as hard drives, CD-ROM drives, DVD drives, floppy diskettes, tape drives or tape backup systems, as a result of the malfunctioning or damage of an operating or non-operating part, or as a result of any repairs under this Policy;
- (21) Breakdowns which are not reported within thirty (30) days after expiration of this Policy; and
- (22) War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout or civil commotion.

No Deductibles: No deductibles apply to this Policy.

No Renewal: This Policy is not renewable.

Cancellation:

The following provision with respect to cancellation is subject to: In the case of Manitoba and Saskatchewan, the provisions of Statutory Condition 5 set out in Appendix A hereto.

The following provision with respect to cancellation is subject to: In the case of Quebec, please also refer to the Notice of Rescission, which should be returned at the time of cancellation

This Policy can be cancelled by you at any time for any reason at any time by emailing DepartmentC@asurion.com or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167, USA. If the Policy is cancelled by either party: (a) within thirty (30) days of the receipt of this Policy, you shall receive a full refund of the price paid for the Policy, provided no service has been performed, or (b) after thirty (30) days of the receipt of this Policy, you will receive a pro rata refund, less the cost of any service received. This Policy shall be cancelled by us for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Policy by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective.

Personal Information: Personal information includes factual or subjective information about an identifiable individual. We collect, use, or disclose your personal information in connection with The Policy (hereinafter "Personal Information") to the Source, Asurion, and CNA Canada.

The Source, Asurion, and CNA Canada collect your Personal Information through a website at the time of purchase or registration portal, on an Asurion claims portal, and by phone.

The Source, Asurion, and CNA Canada use your Personal Information to administer the Policy, including, but not limited to, detecting, investigating, and preventing fraud, unauthorized or illegal activities, assessing, and processing claims, creating and maintaining records, insuring or reinsuring Policy liabilities, and providing customer service. We may also use and disclose your information for other purposes with your consent or as permitted or required by law.

The Source, Asurion, and CNA Canada may exchange Personal Information as necessary for the purposes described above. You acknowledge that this will involve transferring data outside of Quebec and within Canada and the United States.

The Source, Asurion and CNA Canada will hold and use your personal information only as long as necessary to implement, administer and manage the Policy, or as required to comply with legal or regulatory obligations.

The Source, Asurion and CNA Canada provide you with many ways to make choices about your personal data, such as accessing it, correcting it, deleting it, or updating your choices about how it is used. To learn more about your rights regarding your Personal Information with Asurion, visit www.asurion.com/privacyrights or by writing to us at Asurion, Attn: Privacy Office c/o Office of the General Counsel, 140 11th Ave. N., Nashville, TN 37203, USA. Requests to access must be in writing, either through the portal link provided above, by email, or by mail. You may also obtain a copy of Asurion's privacy policy by visiting <https://www.asurion.com/privacy-policy-ca-en>. Or you may obtain a copy of CNA Canada's privacy policy by visiting <https://www.cna.com/web/guest/cna/privacy/privacy-policy>.

Data Residency: Your information may be processed and stored in the United States and may be subject to access by U.S. authorities under applicable laws.

APPENDIX "A"

STATUTORY CONDITIONS (FOR MANITOBA AND SASKATCHEWAN (CUSTOMERS ONLY)

The following statutory conditions 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 but 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 but 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 omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2 The insurer is not liable for loss 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 happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

(a) immediately give notice in writing to the insurer;

(b) deliver as soon as 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 wilful 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 wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made:

(a) by the agent of the insured if:

(i) the insured is absent or unable to give the notice or make the proof; and

(ii) the absence or inability is satisfactorily accounted for; or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9(1) In the event of loss 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 but:

(i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and

(ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in The Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until:

(a) a specific demand is made for it in writing; and

(b) the proof of loss has been delivered to the insurer.

When loss payable

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under 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.

APPENDIX "B"

OTHER CONDITIONS (FOR BRITISH COLUMBIA, MANITOBA AND SASKATCHEWAN CUSTOMERS ONLY)

1. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

APPENDIX "C"

STATUTORY CONDITIONS (FOR QUEBEC CUSTOMERS ONLY)

1. Statements:

1.1. Representation of risk (Article 2408 CCQ) You are bound to represent all the facts known to you which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but you are not bound to represent facts known to the Insurer or which from their notoriety they are presumed to know, except in answer to inquiries.

1.2. Misrepresentations or concealment (Articles 2410, 2411 and 2466 CCQ) Any misrepresentation or concealment of relevant facts mentioned in section 1.1 (Representation of risk) by you nullifies the contract at the instance of the Insurer, even with respect to losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured is established or unless it is established that the Insurer would not have covered the risk if it had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium it collected bears to the premium it should have collected.

2. General Provisions

2.1. Insurable interest (Articles 2481 and 2484 CCQ) A person has an insurable interest in a property where the loss or deterioration of the property may cause them direct and immediate injury. It is necessary that the insurable interest exists at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

2.2. Assignment (Articles 2475 and 2476 CCQ) This Policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property. Upon the death or bankruptcy of the Insured or the assignment of their interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to their performing the obligations to which the Insured was bound.

2.4. Currency All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

3. Losses

3.1. Notice of Loss (Article 2470 CCQ) The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as they become aware of it. Any interested person may give such notice. In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2. Information to be provided (Article 2471 CCQ) The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; they shall also provide them with vouchers and swear or attest under oath as to the veracity of the information. Where, for a serious reason, the Insured is unable to fulfill such obligation, they are

entitled to a reasonable time in which to do so. If the Insured fails to fulfill their obligation, any interested person may do so on their behalf.

3.3. False representation (Article 2472 CCQ) Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates. However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

4. Compensation and Settlement

4.1. Time of payment (Articles 1591, 2469 and 2473 CCQ) The Insurer shall pay the indemnity within sixty (60) days after receiving the notice of loss or, at their request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

4.2. Limitation of actions (Article 2925 CCQ) Every action or proceeding against the Insurer under this Policy shall be commenced within three (3) years from the date the right of action has arisen.

4.3. Subrogation (Article 2474 CCQ) Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this Policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from its obligation towards the Insured where, owing to any act of the Insured, it cannot be so subrogated.

5. Other Insurance (Article 2496 CCQ) The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of their choice, each being liable only for the amount it has contracted for. No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured. Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

Administered by:

Asurion Consumer Solutions of Canada Corp.

600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2, Canada

1-855-359-8324