

# Device Care Connected

## Quebec Coverage Documents

- Know Your Rights Fact Sheet
- Insurance Product Summary and Device Claim Tiers
- Insurance Policy
- Notice of Rescission

The purpose of this fact sheet is to inform you of your rights.  
It does not relieve the insurer or the distributor of their obligations to you.

## LET'S TALK INSURANCE!

Name of distributor: \_\_\_\_\_

Name of insurer: \_\_\_\_\_

Name of insurance product: \_\_\_\_\_



### IT'S YOUR CHOICE

**You are never required to purchase insurance:**

- that is offered by your distributor;
- from a person who is assigned to you; or
- to obtain a better interest rate or any other benefit.

Even if you are required to be insured, **you do not have to** purchase the insurance that is being offered. **You can choose** your insurance product and your insurer.



### HOW TO CHOOSE

To choose the insurance product that's right for you, we recommend that you read the summary that describes the insurance product and that must be provided to you.



### DISTRIBUTOR REMUNERATION

A portion of the amount you pay for the insurance will be paid to the distributor as remuneration. The distributor **must** tell you when the remuneration exceeds 30% of that amount.



### RIGHT TO CANCEL

The Act allows you to rescind an insurance contract, **at no cost**, within 10 days after the purchase of your insurance. However, the insurer may grant you a longer period of time. After that time, fees may apply if you cancel the insurance. **Ask** your distributor about the period of time granted to cancel it **at no cost**.

If the cost of the insurance is added to the financing amount and you cancel the insurance, your monthly financing payments might not change. Instead, the refund could be used **to shorten the financing period**. **Ask your distributor for details**.

---

The *Autorité des marchés financiers* can provide you with unbiased, objective information.  
Visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca) or call the AMF at 1-877-525-0337.

---

Reserved for use by the insurer:

# Device Care Connected Program in Québec (underwritten by Liberty Mutual Insurance Company, 181 Bay St., Suite 1000, Toronto, ON M5J 2T3)

Your device comes with a 12-month limited manufacturer's warranty for defects. Device Care Connected is an optional insurance program (the "Program") that covers accidental damage incidents, as well as post-warranty defects. This leaflet provides a summary of the applicable terms, underwritten by the Canadian branch of Liberty Mutual Insurance Company #2000472276, [www.lautorite.qc.ca/en/general-public](http://www.lautorite.qc.ca/en/general-public) and administered by Asurion. The Distributor is Telus Corporation including Koodo, a brand operated by Telus Corporation. The insurance certificate is available at [www.libertymutualcanada.com/teluskoodo](http://www.libertymutualcanada.com/teluskoodo).

## Insured

Customers on file with the Authorised Agent who have subscribed for the Program. Insured mailing address: On file with Authorised Agent.

## Authorised Agent

Name: Asurion Canada Services Corporation  
Address: 11 Ocean Limited Way, Moncton, NB, E1C 0H1 Canada

## When Coverage under Policy is Effective

Coverage under the Policy becomes effective as of the day you request enrolment and activate your device on the TELUS/Koodo network.

## Monthly Premium

Premium for the covered device is \$9/mo. plus applicable taxes.

## Term

In exchange for premium paid, coverage under the Program is provided on a month-to-month basis until terminated by the Insured, Telus Corporation, or Liberty Mutual Insurance Company.

## Limits of Insurance

Maximum of two (2) claims per consecutive 12-month period. The replacement device value maximum is \$3,500 per claim. Once two (2) claims have been made, coverage will cease.

## Remuneration

Telus Corporation receives compensation of 47.2% of the monthly premium.

## Deductible

The deductible is determined by the device tier and the type of fulfilment being provided. For your device's deductible, see the reverse side or visit [asurion.com/claims/telus](http://asurion.com/claims/telus) or [asurion.com/claims/koodo](http://asurion.com/claims/koodo).

**You must pay a non-refundable deductible for each approved repair or replacement before your claim can be completed,** and it does not reduce the Limit of Insurance. Only the Insured may pay the deductible. The deductible amount is based on the device tier of the claimed covered property, as shown in the deductible schedule.

Device Tier	Device Replacement	Cracked Front Screen Repair <small>(eligible devices only)</small>	All Other Repairs <small>(eligible devices only)</small>	Battery Replacement <small>(eligible devices only)</small>
Tier 1	\$35	Not Available	Not Available	\$0
Tier 2	\$125	\$39	\$60	\$0
Tier 3	\$165	\$39	\$100	\$0
Tier 4	\$250	\$39	\$125	\$0
Tier 5	\$315	\$39	\$160	\$0
Tier 6	\$450	\$39	\$225	\$0
Tier 7	\$800	\$39	\$400	\$0

## Covered Product

The covered product includes the wireless device, one standard battery, if part of the covered loss, and one Subscriber Identification Module (SIM) card.

## What is Covered

Covered Causes of Loss under the Policy are mechanical or electrical breakdown of the covered product (after the one-year manufacturer warranty expires) or accidental damage from handling as a result of normal use, except as otherwise limited or excluded elsewhere in the Policy.

## What is Not Covered

We will not cover loss or damage caused directly or indirectly by any of the exclusions listed in the Policy. The insurance coverage contains limitations and exclusions, including loss/stolen device; loss or damage caused by governmental authority; nuclear hazard; war; delay or loss of use; dishonest or criminal acts; obsolescence; recall or design defect; cosmetic damage that does not affect the manufacturer's intended use of the product; covered under warranty; late claims; programming; repair work; virus; voluntary parting; intentional loss or damage; pollution; fees or charges; failure to mitigate; and vermin. Refer to the Policy for specific definitions of these exclusions.

## Welcome Kit and Filing a Claim

1. A welcome kit, including all coverage documents, will be provided to the customer either by email or mailed letter.
2. To make a claim under the Program within 60 days of the Covered Cause of Loss:
  - TELUS call toll-free 866-281-4537 or visit [asurion.com/claims/telus](http://asurion.com/claims/telus).
  - Koodo call toll-free 844-574-1839 or visit [asurion.com/claims/koodo](http://asurion.com/claims/koodo).

## Claim Fulfilment

All claims, repairs, and replacements must be authorised in advance. Unauthorised repairs or replacements may not be covered. Once a claim is approved, we will fulfil it at an authorised service centre or by mail, at our sole discretion. In the event we arrange for the repair of the Covered Property, you may be required to mail or deliver the Covered Property for repair as directed by us. We will pay for the cost of shipping the Covered Property to and from the authorised service centre if mail-in service is required. If a replacement is provided, you will receive the replacement by mail within 1 to 10 business days, in most cases. If the Insured chooses to have the replacement device delivered on a Saturday, there is an additional \$20 shipping fee. If the replacement device is shipped outside of Canada, there is an additional \$30 shipping fee.

## Non-Return Fee

If you receive a replacement device and your original covered device is damaged or malfunctioned, you must return it to us using the return envelope provided. A non-return fee of up to \$1,500 may be charged for failure to return the original covered device.

## Material Change and/or Termination

In the event of any material change in the coverage terms, monthly premium or deductible, or in the event of termination of the Program, you will be provided advance written notice of such changes and/or termination thirty (30) days.

## Other Material Disclosures

This leaflet contains information regarding the insurance coverage provided under the Program. PLEASE READ THE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. **To obtain the most up-to-date coverage information and a complete Insurance Policy, visit [asurion.com/claims/telus/terms](http://asurion.com/claims/telus/terms) or [asurion.com/claims/koodo/terms](http://asurion.com/claims/koodo/terms).**

You are not required to purchase insurance to activate wireless services. Any questions regarding the Program should be directed to Asurion Customer Service (TELUS customers call 866-281-4537/ Koodo customers call 844-574-1839).

The Program automatically renews month-to-month. You may cancel at any time by calling the appropriate number below, and any unearned premium will be refunded in accordance with applicable law. **You may rescind the Insurance Policy without penalty within ten (10) days of your enrolment by calling TELUS at 866-281-4537 or Koodo at 844-574-1839.**

Repair or replacement of the covered device will be done within 60 days after receipt of all the information requested from you. No legal action, including but not limited to any action relating to denial of a claim by the insurer, may be brought against the insurer under the Policy unless the action is brought within 3 years after the Insured has knowledge or ought to have had knowledge of the loss or damage to the covered property.

The Program is provided to customers of TELUS/Koodo. This insurance coverage is provided by the Liberty Mutual Insurance Company. In accepting coverage under the Program, you are contracting with Liberty Mutual Insurance Company, and not TELUS/Koodo or Asurion Insurance Services Asurion Canada Services Corporation in Québec.

Most of your concerns can be addressed by simply contacting Asurion at **866-213-2143**. In the unlikely event we cannot informally resolve any disputes, you may contact the insurer at [www.libertymutualcanada.com/legal-notice/complaints](http://www.libertymutualcanada.com/legal-notice/complaints) to resolve your dispute and request a copy of your insurance policy.

By accepting coverage under the Program, you permit TELUS/Koodo to release required customer personal information to authorised third parties for the purpose of validating enrolment and claims.

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.

**Current as of 31 October 2024**

## DEVICE SCHEDULE / PROGRAMME RELATIF AUX APPAREILS

Partial list of eligible devices as of 31 October 2024. This list may be changed from time to time. For a complete list, or to see the service fee/deductible for a specific device, go to [asurion.com/claims/telus](https://asurion.com/claims/telus) or [asurion.com/claims/koodo](https://asurion.com/claims/koodo).

Liste partielle des appareils admissibles en date du 31 octobre 2024. Cette liste peut être modifiée de temps à autre. Pour obtenir une liste complète ou pour consulter les frais de service/la franchise d'un appareil en particulier, visitez le site [asurion.com/fr-ca/claims/telus](https://asurion.com/fr-ca/claims/telus) ou [asurion.com/fr-ca/claims/koodo](https://asurion.com/fr-ca/claims/koodo).

Device Tier Catégorie d'appareil	Sample of tablets and watches Échantillon de tablettes et de montres
Tier 1 Catégorie 1	<b>Alcatel:</b> 3T8, A30, Pop 7; <b>ZTE:</b> Grand X View 4
Tier 2 Catégorie 2	<b>Alcatel:</b> Pop 8S; <b>Huawei:</b> Mediapad T5; <b>LG:</b> G Pad 4 8; <b>Samsung:</b> Galaxy Tab A 8 LTE, Galaxy Tab A 8.4, Galaxy Tab A7 Lite 32GB, Galaxy Tab E
Tier 3 Catégorie 3	<b>Apple iPad:</b> Air 2 (2014) 16GB, Mini Retina (2016) 32GB; <b>Apple Watch:</b> SE (2023) 40MM/44MM, SE 2 (2022) 40MM/44MM; <b>Samsung:</b> Galaxy Tab A9 Plus, Tab A; Galaxy Watch 4 (2021) 40MM/44MM, Galaxy Watch 5 (2022) 40MM/44MM, Galaxy Watch 6 (2023) 40MM, Galaxy Watch 7 (2024) 40MM
Tier 4 Catégorie 4	<b>Apple iPad:</b> 6th Gen (2018) 32GB/128GB, 7th Gen (2019) 32GB/128GB, 8th Gen (2020) 32GB/128GB, 9th Gen (2021) 64GB/256GB, 10th Gen (2022) 64GB/256GB, Air (2014) 16GB, Air (2019) 64GB, Air 2 (2014) 64GB/128GB, Air 2 (2016) 32GB, Air 4th Gen (2020) 64GB, Air 5 (2022) 64GB, Air 11 (2024) 128GB, iPad (2017) 32GB/128GB, Mini 3 (2014) 16GB/64GB/128GB, Mini 4 (2015) 16GB/64GB/128GB, Mini 4 (2016) 64GB, Mini 6 (2021) 64GB, Pro 9.7 (2016) 32GB, Pro 10.5 (2017) 64GB; <b>Apple Watch:</b> Series 3 (2017) 41MM, Series 4 (2018) 40MM/44MM, Series 5 (2019) 40MM, Series 6 (2020) 40MM, Series 7 (41MM/45MM), Series 8 (41MM/45MM), Series 9 (2023) 41MM/45MM; <b>Google:</b> Pixel Watch (2022), Pixel Watch 2 (2023), Pixel Watch 3 (2024) 41MM/45MM; <b>Nexus:</b> 9; <b>Samsung:</b> Galaxy Tab A 10.5, Galaxy Tab S 10 5, Galaxy Tab S 8 4, Tab S2, Tab S2 LTE, Galaxy Watch Ultra (2024), Galaxy Watch 4 Classic (2021) 42MM/46MM, Galaxy Watch 5 Pro (2022), Galaxy Watch 6 (2023) 44MM, Galaxy Watch 6 Classic (2023) 47MM, Galaxy Watch 7 (2024) 44MM; <b>ZTE:</b> Blade X
Tier 5 Catégorie 5	<b>Apple iPad:</b> Air 4th Gen (2020) 256GB, Air 5 (2022) 256GB, Air 11 (2024) 256GB, Air 13 (2024) 128GB, Pro 9.7 (2016) 128GB/256GB, Pro 10.5 (2017) 256GB, Pro 11 (2018) 64GB/256GB, Pro 11 (2020) 128GB, Pro 11 (2022) 128GB, Pro 11 3rd Gen (2021) 128GB, Pro 12.9 (2017) 64GB/256GB; <b>Apple Watch:</b> Series 4 Stainless Steel (2018) 40MM/44MM, Series 5 Stainless Steel (2019) 44MM, Series 6 Stainless Steel (2020) 44MM, Ultra (2022) 49MM, Ultra 2 (2023) 49MM
Tier 6 Catégorie 6	<b>Apple iPad:</b> Pro (2015) 128GB, Pro 10.5 (2017) 512GB, Pro 11 (2018) 512GB/1TB, Pro 11 (2024) 256GB, Pro 12 (2018) 64GB/256GB/512GB/1TB, Pro 12 4th Gen (2020) 128GB, Pro 12.9 (2017) 512GB, (2022) 128GB/256GB, Pro 12.9 5th Gen (2021) 128GB, Pro 13 (2024) 256GB/512GB

# LIBERTY MUTUAL INSURANCE COMPANY

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

## WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE POLICY

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

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

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

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

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

The term “Wireless Service Provider” means Telus Corporation, including Koodo, a brand operated by Telus Corporation.

### A. PREMIUM

The Monthly Premium Rate per unit of Covered Property shall be \$9.

### B. COVERAGE

In exchange for premium paid when due, we agree to provide the coverage as stated in the policy on a month-to-month basis, for the specific enrolled mobile number active on the Insured’s account for wireless communication service with the Wireless Service Provider on the date that the Covered Cause of Loss to the Covered Property is sustained. We may make available to you other limited benefits or services related to your Covered Property where available.

#### 1. Who Is Covered

##### a. The Insured

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

#### 2. Covered Property

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

- a. One (1) wireless device that we have designated as eligible for coverage under this Policy for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID) of such wireless device is reflected in the records of the Wireless Service Provider at the time your coverage initially became effective; and 2) outgoing airtime usage has been logged with the Wireless Service Provider on your account after coverage became effective; unless you have logged outgoing airtime on a different wireless device immediately prior to the time of loss, in which case such wireless device becomes the Covered Property so long as i) such wireless device is owned by you and you provide us proof of ownership, and ii) airtime usage was logged on such device on the account with the Wireless Service Provider immediately prior to the time of loss.
- b. The following Accessories, used with the wireless device above: one standard battery and one Subscriber Identification Module (SIM) card (attached to wireless device at the time of the Covered Cause of Loss).

#### 3. Policy Period

The policy period automatically renews month to month.

#### 4. Coverage Territory

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

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

#### 5. Covered Causes of Loss

Covered Causes of Loss means (a) mechanical or electrical breakdown after the one-year manufacturer warranty expires or (b) accidental damage from handling as a result of normal use, except as limited or excluded elsewhere in this policy. All other terms and conditions of the policy remain in full force and effect.

#### 6. Property Not Covered

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade.
- b. Data, meaning information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licences, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.

- c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Property (including property in transit) that has been entrusted to others for any service, repair, or replacement instead of the Authorized Service Centre or its designee.
- e. Nonstandard Software, meaning software other than Standard Software. "Standard Software" means the operating system preloaded on or included as standard with the Covered Property from the manufacturer.
- f. Wireless Equipment whose unique identification number (including serial number, ESN, MEID, IMEI, or similar unique identification number) has been altered, defaced, or removed.
- g. Nonstandard External Media, meaning physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer, but which are not integrated components of the Covered Property required for it to function.
- h. Any property that is not owned or leased by you.
- i. Any other equipment or accessories not described as Covered Property.
- j. Batteries (except as otherwise provided with respect to standard batteries or unless otherwise covered as a covered accessory when part of a loss to other Covered Property).

### C. EXCLUSIONS

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

#### 1. Governmental Authority

Seizure or destruction of property by order of governmental authority.

#### 2. Nuclear Hazard

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

#### 3. War

(a) War, including undeclared or civil war;

(b) Warlike action by a military force; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

#### 4. Delay, Loss of Use

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

#### 5. Dishonest or Criminal Acts

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

#### 6. Obsolescence

Obsolescence or depreciation.

#### 7. Recall or Design Defect

(a) Manufacturer's recall; or

(b) Error or omission in design, programming, or system configuration.

#### 8. Cosmetic Damage

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

(a) Marring, or scratching.

(b) Change in colour or other change in the exterior finish.

(c) Expansion or contraction.

#### 9. Covered Under Warranty

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

#### 10. Late Claims

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

#### 11. Programming, Repair Work

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

#### 12. Virus

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

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

#### 13. Voluntary Parting

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

#### 14. Intentional Loss or Damage

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

#### 15. Pollution

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

#### 16. Fees or Charges

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

#### 17. Failure to Mitigate

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

#### 18. Vermin

Insects, rodents, or other vermin.

#### 19. Lost or Stolen

Covered Property that is lost or stolen.

### D. FILING A CLAIM

When your Covered Property experiences a Covered Cause of Loss, simply call **1-866-281-4537** or visit [asurion.com/claims/telus](https://www.asurion.com/claims/telus) within 60 days of the Covered Cause of Loss. All claims, repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered. Once a claim is approved, we will provide for claim fulfillment at an authorized service centre or by mail, at our sole discretion.

In the event we arrange for the repair of the Covered Property, you may be required to mail or deliver the Covered Property for repair as directed by us. We will pay for the cost of shipping the Covered Property to and from the authorized service centre if mail-in service is required.

If a replacement is provided, you will receive the replacement by mail within 1 to 10 business days, in most cases. If the Insured chooses to have the replacement device delivered on a Saturday, there is an additional \$20 shipping fee. If the replacement device is shipped outside of Canada, there is an additional \$30 shipping fee.

**NOTE:** You are responsible for backing up all software and data prior to commencement of any repairs or replacement. We are not responsible for any lost data, including documents, databases, messages, licences, contacts, passwords, books/magazines, games, photos, videos, music, or other nonstandard software or data on your Covered Property.

### E. LIMITS OF INSURANCE

In no event shall the coverage provided in connection with a claim exceed \$3,500.00. This limit shall apply separately to each claim.

The Insured is limited to two (2) claims in any consecutive 12-month time period for the Covered Property. When this limit is exhausted, coverage will cease immediately, and we will notify the Insured that his or her coverage has ceased, and no future premiums are due.

## F. DEDUCTIBLE

You must pay a non-refundable Deductible for each approved repair or replacement before your claim can be completed, and it does not reduce the Limit of Insurance. Only the Insured may pay the Deductible. The deductible amount is based on the device tier of the claimed Covered Property, as shown in the deductible schedule. See [asurion.com/claims/telus](https://www.asurion.com/claims/telus) for the specific Deductible for your device and to determine repair eligibility.

Device Tier	Device Replacement	Cracked Front Screen Repair (eligible devices only)*	All Other Repairs (eligible devices only)	Battery Replacement (eligible devices only)
Tier 1	\$35.00	Not Available	Not Available	\$0.00
Tier 2	\$125.00	\$39.00	\$60.00	\$0.00
Tier 3	\$165.00	\$39.00	\$100.00	\$0.00
Tier 4	\$250.00	\$39.00	\$125.00	\$0.00
Tier 5	\$315.00	\$39.00	\$160.00	\$0.00
Tier 6	\$450.00	\$39.00	\$225.00	\$0.00
Tier 7	\$800.00	\$39.00	\$400.00	\$0.00

\*For eligible flip and foldable phones, Cracked Front Screen Repair is available for the front external screen only. Repair to the inner screen and/or back glass falls under the "All Other Repairs" category (the All Other Repairs deductible applies).

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

If a replacement is provided, we will provide a prepaid shipping label and envelope in which to return the damaged or malfunctioning device to us. If the damaged or malfunctioning claimed Covered Property is not returned within 30 days of the receipt of the replacement device, a non-return fee as applicable to the model of claimed Covered Property, not to exceed fifteen hundred dollars (\$1,500.00), may be charged to the Insured. If the Insured returns a device which is not the claimed Covered Property, a shipping and restocking fee of \$15 may be charged to the Insured.

## H. OUR DUTIES IN EVENT OF LOSS

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

### 1. When We Repair or Replace

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

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

### 2. Our Options

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

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

## I. TERMINATION

- We may terminate the contract by giving you 15 days' notice of termination by registered mail at your last known address. You may terminate the contract on request or by sending us a notice at any time. Where the insurance is cancelled, we are entitled to only the earned portion of the premium, computed day by day if the contract is cancelled by us or at the short-term rate if it is cancelled by the Insured. Any overpayment of the premium will be refunded to the Insured.
- You may rescind this policy without penalty within ten (10) days of enrolment on request or by sending us a notice.

## J. ADDITIONAL CONDITIONS

### 1. Claim Authorization and Loss Payment

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

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



All claims must be reported to the Insurer within 60 calendar days of incident by the Insured.

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

## **2. Eligibility**

- a. To be eligible for coverage you must enrol within the first 60 days from activation or equipment upgrade. Enrolment window may be extended during open enrolment campaigns as agreed upon by the Insurer, Agent, and Wireless Service Provider. You must also remain a valid, active, and current subscriber of your Wireless Service Provider.
- b. If you request enrolment of coverage and your request is approved by us, your coverage is retroactive to the date of your request. The successful completion of a voice or data session that logs airtime on the Wireless Service Provider's network using the Covered Property is required for coverage to be effective.
- c. Eligibility for enrolment after initial activation may be subject to limitations.

## **3. Changes**

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

## **4. Legal Action Against Us**

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

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

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

NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

**NOTICE GIVEN BY A DISTRIBUTOR**

Section 440 of the Act respecting the distribution of financial products and services ([chapter D-9.2](#))

**THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.**

The Act allows you to rescind an insurance contract, **without penalty**, within 10 days of the date on which it is signed. However, the insurer may grant you a longer period.

To rescind the contract, you must give the insurer notice, within that time, by registered mail or any other means that allows you to obtain an acknowledgement of receipt.

Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution: it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.

After the expiry of the applicable time, you may rescind the insurance contract at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at 1-877-525-0337 or visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca).

**NOTICE OF RESCISSION OF AN INSURANCE CONTRACT**

To : Liberty Mutual Insurance Company c/o Asurion Canada Services Corporation  
\_\_\_\_\_ (name of insurer)

PO Box 302, 281 St. George Street, Moncton, New Brunswick E1C 8L4  
\_\_\_\_\_ (address of insurer)

Date: \_\_\_\_\_ (date of sending of notice)

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby rescind insurance contract no.: \_\_\_\_\_ (number of contract, if indicated) for Mobile Device Number: \_\_\_\_\_

Entered into on: \_\_\_\_\_ (date of signature of contract)  
In: \_\_\_\_\_ (place of signature of contract)

\_\_\_\_\_  
\_\_\_\_\_ (name of client)  
\_\_\_\_\_ (signature of client)