

LIBERTY MUTUAL INSURANCE COMPANY

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

WIRELESS COMMUNICATIONS EQUIPMENT INSURANCE POLICY

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

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

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

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

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

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

A. PREMIUM

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

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

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

B. COVERAGE

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

1. Who Is Covered

a. The Insured

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

2. Covered Property

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

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

3. Policy Period

The policy period automatically renews month to month.

4. Coverage Territory

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

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

5. Covered Causes of Loss

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

6. Property Not Covered

Covered Property does not include:

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

C. EXCLUSIONS

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

1. Governmental Authority

Seizure or destruction of property by order of governmental authority.

2. Nuclear Hazard

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

3. War

(a) War, including undeclared or civil war;

(b) Warlike action by a military force; or

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

4. Delay, Loss of Use

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

5. Dishonest or Criminal Acts

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

6. Obsolescence

Obsolescence or depreciation.

7. Recall or Design Defect

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

8. Cosmetic Damage

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

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

9. Covered Under Warranty

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

10. Late Claims

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

11. Programming, Repair Work

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

12. Virus

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

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

13. Voluntary Parting

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

14. Intentional Loss or Damage

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

15. Pollution

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

16. Fees or Charges

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

17. Failure to Mitigate

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

18. Vermin

Insects, rodents, or other vermin.

D. FILING A CLAIM

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

E. LIMITS OF INSURANCE

In no event shall the coverage provided in connection with a claim exceed \$3,000.00. This limit shall apply separately to each claim.

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

F. DEDUCTIBLE

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

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

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

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

H. OUR DUTIES IN EVENT OF LOSS

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

1. When We Repair or Replace

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

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

2. Our Options

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

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

I. TERMINATION

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

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

J. ADDITIONAL CONDITIONS

1. Claim Authorization and Loss Payment

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

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

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

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

2. Eligibility

- a. To be eligible for coverage you must enrol within the first 30 days from activation or equipment upgrade. Enrolment window may be extended during open enrolment campaigns as agreed upon by the Agent and Wireless Service Provider. You must also remain a valid, active, and current subscriber of your Wireless Service Provider.

- b. If you request enrolment of coverage and your request is approved by us, your coverage is retroactive to the date of your request. The successful completion of a voice or data session that logs airtime on the Wireless Service Provider's network using the Covered Property is required for coverage to be effective.

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

3. Changes

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

4. Legal Action Against Us

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

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

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

HOOK UP WITH A SMARTCARE PLAN.

A SmartCare plan extends coverage beyond the manufacturer's warranty.

GET COVERED.

Sign up for a SmartCare plan at a Virgin Plus store when you get your new device. In Manitoba and Saskatchewan, members can also sign up for SmartCare within 30 days of hooking up with new device. To finalize your enrollment and for coverage to take effect, the covered phone or smartphone must successfully send or receive a phone call, and turbo sticks, tablets, premium tablets, wearable products, and data-only devices must complete a minimum of 1 kilobyte data session.

You can cancel your SmartCare plan anytime. Just remember, if you do cancel your SmartCare plan, you won't be able to add it back until you upgrade or activate a new device. For more info, head to a Virgin Plus store or check out: virginplus.ca/smartcare.

HOW TO MAKE A CLAIM.

1. If your device is lost or stolen, call Virgin Plus immediately at 1-888-999-2321 to suspend service and prevent unauthorized use
2. Submit a replacement request online at www.phoneclaim.com/virginplus or call Asurion Customer Service at 1 866 213-2143 within 30 days of the incident. If your claim is approved, a deductible will be billed on your Virgin Plus invoice.

| SMARTCARE PLAN | MANUFACTURER'S LIMITED WARRANTY <small>Limited 12-month warranty for manufacturer's defects and malfunctions.</small> | BASIC PHONES | SMARTPHONES | HOT SMARTPHONES | THE HOTTEST SMARTPHONES |
|---|--|--|---|---|--|
| MONTHLY PREMIUM | Included | \$12/mo. | \$15/mo. | \$18/mo. | \$21/mo. |
| DEVICES | All devices | Covers phones like the Samsung Galaxy A32 5G and TCL 20S | Covers phones like the iPhone 13 Mini and Samsung Galaxy A52 5G | Covers phones like the iPhone 13 and Google Pixel 6 Pro | Covers phones like the Samsung Galaxy Note 22 Ultra 5G and iPhone 13 Pro Max |
| MANUFACTURER'S DEFECTS WITHIN 12 MONTHS | ✓ | - | - | - | - |
| MANUFACTURER'S DEFECTS BEYOND 12 MONTHS | - | ✓ | ✓ | ✓ | ✓ |
| DEDUCTIBLE PER CLAIM | - | Up to \$150 | Up to \$299 | Up to \$399 | Up to \$599 |
| NUMBER OF CLAIMS | - | 2 maximum | 2 maximum | 2 maximum | 2 maximum |

THE SMARTCARE PLAN INCLUDES:

Coverage for physical damage & power surge

Coverage for liquid damage

Coverage for a lost or stolen device

Coverage for normal wear & tear



Current as of April 16th, 2023. Available in Manitoba, Saskatchewan, and Quebec. Fees and services are subject to change in accordance with your agreement. Visit www.virginplus.ca/smartcare for additional details. SmartCare Plans do not cover phones on prepaid accounts, SIM cards, or accessories (including batteries and chargers). If your device is lost or stolen, call Virgin Plus immediately at 1.855.BE.VM.VIP (1.855.238.6847) to suspend service and prevent unauthorized use. Maximum of 2 replacement devices with a maximum value of \$3000 per replacement device. VIRGIN, VIRGIN PLUS and the Virgin Signature logo are trademarks of Virgin Enterprises Limited and used under license. All other trademarks are property of their respective owners. © Virgin Plus 2023.

SMARTCARE PROGRAM

(underwritten by Liberty Mutual Insurance Company
181 Bay St. Suite 1000
Toronto, ON M5J 2T3)

Insurance covers lost, stolen and accidental damage incidents, as well as post-warranty malfunctions. This insurance program is called SmartCare (the “Program”) and this brochure provides a summary of the applicable terms. The SmartCare Plan is underwritten by the Canadian branch of Liberty Mutual Insurance Company (in Quebec #2000472276) and administered by Asurion. In Quebec, Autorité des marchés financiers’ website is www.lautorite.qc.ca/en/general-public/. In Quebec, the Distributor is Bell Mobility Inc. including Virgin Plus Canada, a brand operated by Bell Mobility Inc. (“Bell Mobility”). The insurance certificate is available at www.libertymutualcanada.com/bellvirginplus.

INSURED:

Customers on file with the Authorized Agent who have subscribed for the Program.

INSURED MAILING ADDRESS:

On file with Authorized Agent

WHEN COVERAGE UNDER POLICY IS EFFECTIVE:

Coverage under the Policy becomes effective as of the date you request enrollment.

PREMIUM

The monthly premium for the covered device shall be \$12.00, \$15.00, \$18.00 or \$21.00, determined by device type.

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

AUTHORIZED AGENT

Name: Asurion Insurance Services Canada Corporation in Manitoba and Saskatchewan and Asurion Canada Services Corporation in Quebec.
Address: 11 Ocean Limited Way, Moncton NB E1C 0H1

TERM

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

LIMITS OF INSURANCE

The Insured is limited to two (2) claims per covered device. Once two claims have been made, coverage will cease. The replacement device value maximum is \$3,000 per claim.

DEDUCTIBLE

The deductible is determined by device type, as set out in the table below. Refer to virginplus.ca/smartcare for the current deductible for your device.

| Device Type | Deductible |
|--|-------------|
| Basic devices, select smartphones, select tablets, and select smartwatches | Up to \$150 |
| Smartphones, tablets, and smartwatches | Up to \$299 |
| Select smartphones and tablets | Up to \$399 |
| Select premium smartphones | Up to \$599 |

COVERAGE

Replacement of wireless device if, under normal conditions and use, the wireless device on record with Bell Mobility fails to operate properly due to manufacturer’s defects or workmanship (“malfunction”) after the expiration of the manufacturer’s warranty. You will be eligible to file a malfunction claim 365 days (12 months) after (1) the enrollment date or (2) the date your original manufacturer’s warranty expires, whichever comes first. You will be eligible to file a claim for lost, stolen, or accidental damage coverage beginning on the date the policy becomes effective.

COVERED PRODUCT

The covered product includes the wireless device and one standard battery, if part of the covered loss.

WELCOME KIT AND FILING A CLAIM:

- Welcome kit including the terms and conditions will be provided to the customer either by e-mail or letter.
- To make a claim under the Program, please call toll free 1 888-999-2321

NON-RETURN FEE

If you receive a replacement device and your original covered device is damaged, malfunctioned, or is lost and later found, you must return it to us using the return envelope provided. A non-return fee of up to \$600 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 at least fifteen (15) days advanced written notice of such changes and/or termination (thirty (30) days in the province of Quebec).

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 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.

OTHER MATERIAL DISCLOSURES

This brochure/product summary contains a summary of 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 virginplus.ca/smartcare or call 1-888-999-2321.

You are not required to purchase insurance to activate wireless services. The employees of this location in Manitoba or Saskatchewan are NOT QUALIFIED or AUTHORIZED to discuss or evaluate insurance coverage. Any questions regarding the Program should be directed to 1-888-999-2321.

The Program automatically renews month-to-month. You may cancel at any time by calling Virgin Plus at 1-888-999-2321 and any unearned premium will be refunded in accordance with applicable law. **For customers in Quebec, you may rescind the Insurance Policy, without penalty, within ten (10) days of your enrollment by calling Virgin Plus at 1-888-999-2321.**

For Quebec customers, 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 a device replacement service provided to customers of Virgin Plus. 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 Bell Mobility Inc or Asurion Insurance Services Canada Corporation /Asurion Canada Services Corporation in Quebec.

Most of your concerns can be addressed by simply contacting Asurion at **1 866 213-2143**. In the unlikely event we cannot informally resolve any disputes, you may contact the insurer at www.libertymutualcanada.com/legal-notices/complaints/ to resolve your dispute, and request a copy of your insurance policy.

By accepting coverage under the Program, you permit Virgin Plus to release required customer personal information to authorized third parties for the purpose of validating enrollment 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.