



**ZURICH INSURANCE COMPANY LTD  
(CANADIAN BRANCH)**

**MOBILE DEVICE  
INSURANCE POLICY**

[Freedom Mobile Phone Protection Plan Featuring AppleCare Services]

**DECLARATIONS**

**This Policy contains a clause(s) that may limit the amount payable.**

**Name of Insured:** As on file with the Administrator and the Wireless Service Provider (as defined in the policy)

**Address of Insured:** As on file with the Administrator and the Wireless Service Provider (as defined in the policy)

**Email address of Insured:** As on file with the Administrator and the Wireless Service Provider (as defined in the policy)

**Insured Device (include serial number, International Mobile Equipment Identity (“IMEI”) or other identifying number):** As on file with the Administrator and the Wireless Service Provider (as defined in the policy)

**Manufacturer's Suggested Retail Price (“MSRP”) of Device:** As on file with the Administrator and the Wireless Service Provider (as defined in the policy)

**Date of Commencement of Insurance:** The date the Insured enrolls in the policy

**Premium for Coverage:**

Tier	Eligible Device Unsubsidized, New Retail Value at Time of Enrollment	Monthly Premium
1	\$0 - \$399.99	\$14.00
2	\$400.00 - \$799.99	
3	\$800.00 - \$1,699.99	
4	\$1,700.00- \$3000.00	

**Occurrence limit:** Subject to the Aggregate Limit of Insurance, for any approved claim, we will not pay more than the limit below corresponding to your Tier.

Tier	Eligible Device Unsubsidized, New Retail Value at Time of Enrollment	Occurrence Limit
1	\$0 - \$399.99	\$399.99
2	\$400.00 - \$799.99	\$799.99
3	\$800.00 - \$1,699.99	\$1,699.99
4	\$1,700.00- \$3000.00	\$3,000.00

**Aggregate Limit:** \$6,000

**Maximum retail value of replacement device, including covered accessories:** \$3,000

**Deductible:**

Tier	Eligible Device Unsubsidized, New Retail Value at Time of Enrollment	Screen Repair Deductible <sup>1</sup>	All Other Damage Repair/ Replacement Deductible <sup>2</sup>	Warranty Malfunction Deductible <sup>3</sup>
1	\$0 - \$399.99	\$39.00	\$129.00	\$0.00
2	\$400.00 - \$799.99			
3	\$800.00 - \$1,699.99			
4	\$1,700.00- \$3000.00			

<sup>1</sup>The Screen Repair Deductible for iPhone models 12 and newer (excluding iPhone SE) applies individually to front screen and back glass breakage. For illustrative purposes, if the claim is for both front screen and back glass breakage repair, the deductible is \$78 (\$39 per repair).

<sup>2</sup> The All Other Damage Repair/Replacement Deductible applies to any claim for direct physical loss or damage to the Insured Device.

<sup>3</sup>The Warranty Malfunction Deductible applies to any claim for mechanical or electrical breakdown of the Insured Device or operational or structural malfunction of the Insured Device's ability to operate due to defects in parts or workmanship, including where the capacity of an integrated rechargeable battery to hold an electrical charge is less than 80% of its original specification.

A claim conversion fee equal to the difference between the repair deductible paid and the repair or replacement deductible due will be charged if the device has damage beyond the screen or cannot be repaired and you elect to have it replaced. A non-return fee not exceeding the unsubsidized, new retail price of the Insured Device at the time of enrollment may be charged if you do not return the device within 45 days of receipt of a replacement device. A locked device fee not exceeding the unsubsidized, new retail price of the Insured Device at the time of enrollment may be charged if you do not return the Insured Device to us unlocked.

**Administrator and Restricted Insurance Agent:**

Likewise Device Protection, Ltd.  
1235 Bay Street  
Toronto, Ontario M5R 3K4

In witness whereof, the Insurer has caused this policy to be signed by its Head of Underwriting, Canada, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



Head of Underwriting, Canada



## Privacy Consent Notice

By submitting the requested information, which may include, but is not limited to, name, address, date of birth, driver's licence number, medical information, financial information, driving record, automobile insurance policy history, and automobile insurance claims history, you are providing consent to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of your personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You are also providing consent to Zurich for the disclosure of your personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties"). If your policy is being arranged by a broker or an agent, you authorize Zurich to collect, store, use, disclose, and process personal information received from such broker or agent in relation to the above-stated purposes. Additionally, by providing information about a third party, including but not limited to, a family member, director, officer, employee, or any party that has an interest in or derives a benefit from the policy, you hereby covenant and warrant that you have obtained the appropriate consent from such third party to disclose their personal information to Zurich and for Zurich to use and disclose such information for any of the above-stated purposes.

Zurich is committed to protecting the privacy and confidentiality of information provided. Your personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

Zurich may retain your personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. You may request to review the personal information Zurich maintains about you and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing [privacy.zurich.canada@zurich.com](mailto:privacy.zurich.canada@zurich.com).

You may refuse to consent or withdraw your consent to the collection, storage, use, disclosure or processing of your personal information; however, your refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay any claim benefits payable under your policy.

Please contact the Zurich Privacy Officer if you require further information regarding the collection, use, disclosure, processing and storage of your personal information or if you have any complaints via email at [privacy.zurich.canada@zurich.com](mailto:privacy.zurich.canada@zurich.com). You can also review our Privacy Policy at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>.

For the purpose of *the Insurance Companies Act* (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.

## MOBILE DEVICE INSURANCE POLICY

Various provisions in this policy restrict coverage. You should read the entire policy carefully to understand your rights and obligations and what is and is not covered.

### A. Definitions

Zurich Insurance Company Ltd (Canadian Branch) is the insurer that is providing this insurance. The words “we”, “us”, “our” and the “Insurer” refer to Zurich Insurance Company Ltd (Canadian Branch).

1. “**Administrator**” means Likewise Device Protection, Ltd.
2. “**Authorized Service Centre**” means the service centre or centres providing repair and replacement services on our behalf, as selected by us or our Administrator in our, or our Administrator’s, sole discretion.
3. “**Computer Virus**” means any unauthorized intrusive code or programming that is entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupts the operations of the Insured Device.
4. “**Covered Causes of Loss**” means (i) mechanical or electrical breakdown of the Insured Device or operational or structural malfunction of the Insured Device’s ability to operate due to defects in parts or workmanship, including where the capacity of an integrated rechargeable battery to hold an electrical charge is less than 80% of its original specification; or (ii) direct physical damage to the Insured Device, except physical damage recoverable under the manufacturer’s warranty and those causes of loss described in the Exclusions section of this policy.
5. “**Declarations**” means the Declarations attached to and forming part of this policy.
6. “**Insured**”, “**you**” and “**your**” mean the customer who purchases the Insured Device from the Wireless Service Provider.
7. “**Insured Device**” means:
  - a. The wireless device owned by you and described as the Insured Device in the Declarations, and
  - b. One standard battery and one wall charger used with the device described above (the “**Accessories**”).
8. “**Wireless Service Provider**” means Freedom Mobile Inc.

### B. Coverage

We will cover the Covered Causes of Loss wherever the Insured Device is located in the world, provided that we will only cover Accessories if such Accessories are damaged with your wireless device.

#### 1. Property Not Covered

Your Insured Device 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 Insured Device, including documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, screen savers and maps;
- c. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft;
- d. Property (including property in-transit) that has been entrusted to others, other than the Authorized Service Centre, for any service, repair or replacement; or
- e. A wireless device whose unique identification number (including serial number, ESN, MEID, IMEI or similar unique identification number) has been altered, defaced or removed.

## C. Exclusions

This insurance does not apply to mechanical or electrical breakdown, malfunction, loss, or damage directly or indirectly caused by or resulting from any of the following, regardless of whether any other cause or event contributes to the loss:

### 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 damage by fire ensues, we will pay only for such ensuing 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 a damaged Insured Device.

### 5. Dishonest or Criminal Acts

Dishonest, fraudulent or criminal acts by you, any authorized user of the Insured Device, anyone you entrust with the Insured Device, or anyone else with an interest in the Insured Device 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, which does not affect the mechanical or electrical function of the Insured Device. 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, damage or malfunction 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 we provide coverage for future claims.

## 10. Late Claims

Claims not reported as required by Section G.1. of this policy.

## 11. Repair Work

Unauthorized repair or replacement, or preventative maintenance or alterations or improvements.

## 12. Virus

Computer Virus whether intentional or unintentional, and whether such loss is direct or indirect, proximate or remote or is in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this policy.

## 13. Voluntary Parting

Voluntarily parting with or failing to monitor the Insured Device by you or by any person you entrust with the Insured Device, 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 Insured Device in a manner inconsistent with the use for which it was designed or intended, or instructed by the manufacturer, or that would void the manufacturer's warranty, or failure to follow the manufacturer's installation, operation or maintenance instructions.

## 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. Personalized Data

Loss or damage to personalized data, or customized software, such as personal information managers (PIM's), ringtones, games, or screen savers; or loss or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the Insured Device.

## **17. Normal Wear and Tear**

Normal wear and tear, gradual deterioration, inherent vice or latent defect.

## **18. Fees or Charges**

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

## **19. Failure to Mitigate**

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

## **20. Vermin**

Insects, rodents, or other vermin.

## **21. Loss, Mysterious Disappearance or Theft**

Loss, mysterious disappearance, or theft of the Insured Device.

## **D. Limits of Insurance**

### **1. Aggregate Limit**

The Aggregate Limit of Insurance is the most we will pay for all loss or damage under this policy or the maximum number of occurrences for a designated period of time, as shown in the Declarations.

When the Aggregate Limit is exhausted, your coverage will cease immediately, and we will notify you that your coverage has ceased, and no future premiums are due.

### **2. Occurrence Limit**

Subject to the Aggregate Limit of Insurance, the most we will pay for loss or damage in any one occurrence is the applicable Occurrence Limit of Insurance shown in the Declarations.

## **E. Deductible**

You must pay a non-refundable Deductible, as set out in the Declarations, for each approved repair or replacement before your repair or replacement can be completed.

## **F. Sanctions**

Notwithstanding any other terms under this policy, the Insurer shall not be deemed to provide coverage or make any payments or provide any service or benefit to any Insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

## **G. Reporting and Filing a Claim**

### **1. Reporting a Claim**

When your Insured Device experiences a Covered Cause of Loss, visit <https://protect.likewise.com/freedommobile/> or call 1-855-975-7794 within sixty (60) days of the Covered Cause of Loss. If your Insured Device experiences a warranty malfunction or accidental damage, you may also file a claim by visiting [getsupport.apple.com](https://getsupport.apple.com) or calling 1-800-263-3394.

## **2. Filing a Claim**

Upon reporting a claim, upon our request you will be required to provide us with a detailed proof of loss statement in the form we provide, together with the original bill of sale, a wireless billing statement or written verification by the Wireless Service Provider and such other information and documents as we may reasonably require. You must provide such information and documents to us within sixty (60) days of the date you report the loss or damage to us. You are responsible for the cost of providing such documents and information. If the claim is for vandalism, you will be required to provide us with a copy of the filed police report, provided that such reports are accepted by the local police.

## **3. Return of Insured Device**

You must retain the Insured Device until your claim is completed, and you will be required to return the Insured Device to us at our expense. If the Insured Device is not returned to us within forty-five (45) days of receipt of the replacement device, a non-return fee, as set out in the Declarations, may be charged to you. You must return the Insured Device to us unlocked. If you fail to do so, you may be charged a locked device fee as set out in the Declarations. Please refer to the claims instructions included with your replacement device or refer to <https://protect.likewise.com/freedommobile/> for questions and support.

## **4. Back-Up of Software**

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

## **H. Our Duties in Event of a Claim**

### **1. Repair or Replacement**

Once a claim is approved, the Administrator will arrange for the repair of the Insured Device through an Authorized Service Centre or replace the Insured Device. Any replacement will be a certified pre-owned Apple device or a new Apple device. We will not reimburse you for any out-of-pocket expenses. You will not be entitled to receive cash in lieu of actual replacement equipment. We may, in our sole discretion, pay to you the current replacement market value of the Insured Device instead of repairing or replacing the Insured Device.

### **2. Refurbished Parts**

At our option, we or the Authorized Service Centre may repair the Insured Device 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 may be a different brand, model or colour.

### **3. Original Device Not Available**

If your original make and model of device is no longer in stock, you will receive comparable equipment.

### **4. Delivery of Replacement Device**

Once a claim is approved, you will receive the replacement by mail within 2-10 business days depending on your location. We will ship approved replacement equipment directly to you within Canada or you may be required to pick up your replacement at an Authorized Service Centre.



## 5. Accessories

We will cover the cost associated with the repair or replacement of the Accessories, provided that the maximum retail value of the replacement device, including covered Accessories, shall not exceed the maximum retail value shown in the Declarations.

## I. Additional Conditions

### 1. Claim Authorization and Loss Payment

We have the right to settle the loss with you.

### 2. Eligibility

- a. To be eligible for coverage you must enroll at the time of activation or equipment upgrade of your Insured Device within thirty (30) days. This enrollment window may be extended during open enrollment campaigns as agreed upon from time to time by us, the Administrator and the Wireless Service Provider. You must also remain a valid, active and current subscriber of your Wireless Service Provider in order to be entitled to coverage under this policy.
- b. If you request enrollment 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 Insured Device is required for coverage to be effective.
- c. Eligibility for enrollment after initial activation may be subject to limitations.
- d. Coverage under this policy is only available if your billing address as shown in the records of your Wireless Service Provider at the date of your enrollment is in the Province of Manitoba.

### 3. Cancellation

- a. You may cancel your coverage under this policy at any time by (i) contacting Freedom Mobile at 1-877-946-3184 or (ii) mailing or delivering advance written notice to Freedom Mobile Inc. RBC WaterPark Place, 88 Queens Quay West, Suite 200, Toronto, ON M5J 0B8 or (iii) by contacting Freedom Mobile using the following link <https://www.freedommobile.ca/en-CA/contact-us>
- b. We may cancel your coverage under this policy by mailing or delivering to you written notice of cancellation, or by delivering notice electronically to you at least: (i) fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium; or (ii) sixty (60) days before the effective date of cancellation if we cancel for any other reason.
- c. Our notice will be mailed or delivered to you at the last mailing address known to us or sent electronically to you. Your coverage under this policy will end on the effective date of cancellation set out in our notice of cancellation.
- d. If your policy is cancelled, you will be refunded 100% of any unearned pro-rata premium due in accordance with applicable law.
- e. The insurance provided to you under this policy is provided on a month to month basis unless you cease to be a valid, active and current subscriber of your Wireless Service Provider.

### 4. Assignment

You may not assign or transfer any of your rights or duties under this policy without our prior written consent.

## **5. Concealment, Misrepresentation and Fraud**

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

- a. This policy;
- b. The Insured Device;
- c. Your interest in the Insured Device; or
- d. A claim under this policy.

If, when inspected by the Authorized Service Centre, the make/model or condition of the Insured Device does not match that provided in the claim or attested to in the proof of loss statement, or is not damaged, we and/or our Administrator reserve the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in the Declarations).

## **6. Premiums**

You are responsible for payment of the premiums set out in the Declarations. The premium will be charged monthly on the payment method used at enrollment. Premiums are subject to change over time with no less than 30 days' notice. Our notice will be mailed to you at the last mailing address known to us or sent electronically to you.

## **7. Applicable law**

This policy is governed by the laws of the Province in which the Insured Device was purchased and the federal laws of Canada applicable therein.

## **8. Actions Against the Insurer- Manitoba Only**

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*.

## STATUTORY CONDITIONS

### 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 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 subparagraph (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 subparagraph (1) of this condition, the insurer may
    - (a) terminate the contract in accordance with Statutory Condition 5, or
    - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
  - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

### Termination of contract

- 5
  - (1) The contract may be terminated
    - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
    - (b) by the insured at any time 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 practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day 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 or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (i) giving a complete inventory of that property and showing in detail quantities and cost 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) furnish invoices and other vouchers verified by statutory declaration, and

- (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

**Fraud**

- 7 Any fraud or 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

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- (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**

- 10 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to 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 subparagraph (1) of this condition.

**Entry, control, abandonment**

- 11 After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, 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**

- 12** (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**

- 13** 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**

- 14** (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 subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

### **Notice**

- 15** (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (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.