



## ZURICH INSURANCE COMPANY LTD (CANADIAN BRANCH)

### MOBILE PROTECTION PLAN PLUS DECLARATIONS

**Name of Insured:**

**Address of Insured:**

**Email address of Insured:**

**Insured Device (include serial number, IMEI or other identifying number):**

**MSRP of Device:**

**Date of Commencement of Insurance:**

**Premium for Coverage:**

Eligible Device Unsubsidized, New Retail Value at time of Enrollment	Monthly Premium
\$0 - \$499.99	\$9.99
\$500.00 - \$749.99	\$11.99
\$750.00 - \$1,099.99	\$13.99
\$1,100.00 - \$1,699.99	\$16.99
\$1,700.00 +	\$18.99

**Occurrence limit:**

\$2,500

**Aggregate limit:**

\$5,000.00, or two (2) occurrences within any twelve (12) month period, whichever occurs first.

**Maximum retail value of replacement device, including covered accessories:**

\$2,500

**Deductible:**

Eligible Device Unsubsidized, New Retail Value at time of Enrollment	Loss/Theft Deductible	Repair Deductible	Replacement Deductible
\$0 - \$499.99	\$149.00	\$49.00	\$49.00
\$500.00 - \$749.99	\$199.00	\$69.00	\$99.00
\$750.00 - \$1,099.99	\$249.00	\$79.00	\$149.00
\$1,100.00 - \$1,699.99	\$399.00	\$99.00	\$249.00
\$1,700.00 +	\$599.00	\$199.00	\$449.00

A claim conversion fee equal to the difference between the repair deductible and the replacement deductible will be charged if the device 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.

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

Personal information, including, but not limited to, name, address, date of birth, and medical information, is processed and stored by Zurich and its affiliates and authorized representatives, both in domestic and foreign jurisdictions for the purposes of securing and administering your insurance coverage(s). Please contact the Zurich Privacy Officer if you require further additional information regarding the collection, use, disclosure, processing and storage of your personal information via email at [privacy.zurich.canada@zurich.com](mailto:privacy.zurich.canada@zurich.com) or you can review our privacy statement at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>.

Zurich is committed to protecting the privacy and confidentiality of information provided. Your personal information is secured in our offices or those of our administrator or agent. You may request to review your personal information 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.

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.

A handwritten signature in black ink, appearing to read "Alan Roy". The signature is written in a cursive, flowing style.

Head of Underwriting, 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.

### THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

#### 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; (ii) loss or theft of the Insured Device; or (iii) direct physical loss or damage to the Insured Device, except physical loss or 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 Glentel 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 lost, damaged or stolen 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, loss, damage or theft 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 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 a lost or 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, that 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, including normal battery deterioration.

## **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.

## **D. Limits of Insurance**

### **1. Aggregate Limit**

The Aggregate Limit of Insurance is the most we will pay for all loss, damage or theft 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 [protect.likewise.com/mobileprotection](https://protect.likewise.com/mobileprotection) or call 1-855-562-1955 within 60 days of the Covered Cause of Loss.

### **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, theft or damage to us. You are responsible for the cost of providing such documents and information. If the claim is for theft or 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**

If the Insured Device is damaged, you must retain it 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 not exceeding the unsubsidized, new retail price of the Insured Device at the time of enrollment may be charged to you. We may in our sole discretion restrict the IMEI of the Insured Device if you report it lost or stolen. If a lost or stolen Insured Device is recovered, it must be returned to the Administrator at our expense. You must return the Insured Device to us unlocked. If you fail to do so, you may be charged a locked device fee not exceeding the unsubsidized, new retail price of the Insured Device at the time of enrollment.

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

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, 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, we will arrange for the repair or replacement of the lost, stolen or damaged Insured Device. You will not be entitled to receive cash or other payment in lieu of actual replacement equipment. 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. 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 or the person you designate.

## **2. Eligibility**

- a.** To be eligible for coverage you must enroll at the time of activation or equipment upgrade of your Insured Device. 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 Quebec.

## **3. Cancellation**

- a.** You may cancel your coverage under this policy at any time by (i) mailing or delivering to us advance written notice to Likewise Device Protection, Ltd., 1235 Bay Street, Suite 400, Toronto, ON M5R 3K4 or (ii) by calling the Administrator at 1-855-562-1955 stating when such cancellation is effective.
- 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 any unearned 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 is payable monthly in advance and will be charged to the payment method used to enroll.

## **7. Applicable law**

This policy is governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein.

## **8. Language**

You acknowledge that you were provided with the French version of this policy and that, after first having the opportunity to examine the French version, you have expressly requested that this policy, as well as the documents related to it, be drawn up in English exclusively.

Vous reconnaissez qu'une version française de la présente police vous a été remise et qu'après avoir eu la possibilité de prendre connaissance de la version française, vous avez expressément demandé que la présente police, ainsi que tous les documents s'y rattachant, soient rédigés exclusivement en anglais.