

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

### **MOBILE PROTECTION PLAN (ACCIDENTAL DAMAGE FROM HANDLING) INSURANCE POLICY**

Various provisions in this policy restrict coverage.

#### **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).

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

1. **“Accident”** means a known and identifiable but unintended, sudden and unforeseen event.
2. **“Accidental Damage”** means damage, including liquid damage, to the Insured Device resulting from an Accident.
3. **“Additional Insured”** means each customer of the Named insured who has (i) purchased an Insured Device, and (ii) entered into a Service Contract.
4. **“Administrator”** means Likewise Device Protection, Ltd.
5. **“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.
6. **“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.
7. **“Covered Causes of Loss”** means Accidental Damage to the Insured Device, except damage recoverable under the manufacturer’s warranty and those causes of damage described in the Exclusions section of this policy.
8. **“Insured Device”** means:
  - a. The wireless device purchased by an Additional Insured from the Named Insured which is covered by the Service Contract.
  - b. One standard battery and one wall charger used with the device described above (the “Accessories”).
9. **“Named Insured”** means Glentel Inc.
- 10 **“Policy Effective Date”** means November 1, 2022.

- 11. "Service Contract"** means the mobile device protection service contract between the Named Insured and the Additional Insured covering mechanical and electrical failure of the Insured Device, and commencing during the period from October 21, 2021 to October 31, 2022, inclusive.

## **B. Coverage**

Additional Insureds are automatically covered under this policy, as long as their Service Contract is in effect on the Policy Effective Date.

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 the Additional Insured's wireless device.

### **1. Property Not Covered**

The 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 Accidental Damage directly or indirectly caused by or resulting from any of the following, regardless of whether any other cause or event contributes to the Accidental Damage:

### **1. Nuclear Hazard**

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

### **2. 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 damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damage.

### **3. 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.

#### **4. Dishonest or Criminal Acts**

Dishonest, fraudulent or criminal acts by the Additional Insured, any authorized user of the Insured Device, anyone the Additional Insured entrusts 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.

#### **5. Obsolescence**

Obsolescence or depreciation.

#### **6. Design Defect**

Error or omission in design, programming or system configuration.

#### **7. 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.

#### **8. Covered Under Warranty**

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

#### **9. Late Claims**

Claims not reported as required by Section 0. of this policy.

#### **10. Repair Work**

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

#### **11. Virus**

Computer Virus whether intentional or unintentional, and whether such damage 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.

#### **12. Intentional 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.

#### **13. 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.

#### 14. 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.

#### 15. Normal Wear and Tear

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

#### 16. Fees or Charges

Any fees or charges assessed by the Named Insured or anyone acting on its behalf.

#### 17 Failure to Mitigate

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

#### 18 Vermin

Insects, rodents, or other vermin.

### D. Limits of Insurance

#### 1. Aggregate Limit

The most we will pay to each Additional Insured for all damage under this policy is \$5,000, or two (2) occurrences within any twelve (12) month period, whichever occurs first.

When this Aggregate Limit is exhausted, the Additional Insured's coverage will cease immediately, and we will notify the Additional Insured that his or her coverage has ceased.

#### 2. Occurrence Limit

Subject to the Aggregate Limit of Insurance, the most we will pay to each Additional Insured for loss or damage in any one occurrence is \$2,500 inclusive of any covered accessories.

### E. Deductible

The Additional Insured must pay a non-refundable deductible, as set out in the table below, for each approved repair or replacement before the repair or replacement will be completed.

Tier	Unsubsidized, New Retail Price at the time of Enrollment	Monthly Premium	Repair Deductible	Replacement Deductible
1	\$0.00 - \$499.99	\$7.99	\$49.00	\$49.00
2	\$500.00 - \$749.99	\$8.99	\$69.00	\$99.00
3	\$750.00 - \$1099.99	\$9.99	\$79.00	\$149.00
4	\$1100.00 - \$1699.99	\$11.99	\$99.00	\$249.00
5	\$1700.00 and above	\$12.99	\$199.00	\$449.00

### F. Sanctions

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

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

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

When an Insured Device experiences a Covered Cause of Loss, the Additional Insured must 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 the Additional Insured 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 Named Insured and such other information and documents as we may reasonably require. The Additional Insured must provide such information and documents to us within sixty (60) days of the date the damage is reported to us. The Additional Insured is responsible for the cost of providing such documents and information.

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

The Additional Insured must retain the Insured Device until his or her claim is completed, and 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 value of the Insured Device that was not returned, to a maximum of the unsubsidized, new retail price of the Insured Device at the date of commencement of the Service Contract may be billed to the Additional Insured. The Additional Insured must return the Insured Device to us unlocked, failing which the Additional Insured may be charged a locked device fee not exceeding the unsubsidized, new retail price of the Insured Device at the date of commencement of the Service Contract.

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

The Additional Insured is 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 the Insured Device.

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

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

Once a claim is approved, we will arrange for the replacement or arrange for the repair of the damaged Insured Device, provided that the maximum value of the replacement device is \$2,500. The Additional Insured will not be entitled to receive cash in lieu of actual replacement equipment. We may, in our sole discretion, pay to the Named Insured the current replacement market value of the damaged Insured Device instead of repairing or replacing the Insured Device. We will not reimburse the Additional Insured for any out-of-pocket expenses.

### **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 the Additional Insured's original make and model of device is no longer in stock, the Additional Insured will receive comparable equipment.

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

Once a claim is approved, the Additional Insured will receive the replacement by mail within 2-10 business days. We will ship approved replacement equipment directly to the Additional Insured within Canada or the Additional Insured may be required to pick up the replacement device 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 \$2,500.

### **I. Additional Conditions**

#### **1. Claim Authorization and Loss Payment**

We have the right to settle the loss with the Additional Insured or the person the Additional Insured designates.

#### **2. Eligibility**

a. In order to be entitled to coverage under this policy:

(1) The Additional Insured must remain a valid, active and current subscriber of the Named Insured; and

(2) The Service Contract must remain in force.

b. Coverage under this policy is only available if the billing address for the Additional Insured as shown in the records of the Named Insured at the Policy Effective Date is in the Province of Quebec.

#### **3. Cancellation**

This policy may be cancelled by the Named Insured or by us. In the event we cancel the policy, we will provide the Additional Insured with advance notice of such cancellation. Our notice will be mailed, delivered, or sent electronically to the Additional Insured, using the most current contact information we have.

#### **4. Assignment**

The Additional Insured may not assign or transfer any of his or her rights or duties under this policy without our prior written consent.

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

The Additional Insured's coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact by the Additional Insured, at any time, concerning:

a. This policy;

b. The Insured Device;

c. The Additional Insured's 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 the Additional Insured the full retail value of the replacement device issued (up to a maximum amount of \$2,500).

## 6. Premiums

Additional Insureds are not charged a premium for the coverage.

## 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.

## END OF POLICY

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.