

POLICY NO.: 7581903

120 Bremner Boulevard
Suite 2200
Toronto, ON M5J OA8
416-596-3000 800-387-4481
www.aig.com



AIG INSURANCE COMPANY OF CANADA

(Herein called the **Company**)

PRODUCER: Partners Indemnity Insurance Brokers Ltd., Burlington, Ontario

REPLACING POLICY NO: New			EXPIRED/CANCELLED		REPLACING INTERIM RECEIPT NO.
SUM INSURED	RATE	PREMIUM	TERM	FROM: 12:01 A.M. (STANDARD TIME)	TO: 12:01 A.M. (STANDARD TIME)
As stated in the Policy Certificate Declarations	Vrs.	As per Monthly Bordereau	1 Year	July 20, 2021	July 20, 2022

NAME OF INSURED: Rogers Communications Canada Inc. (Lite-ACS)

ADDRESS OF INSURED: 333 Bloor Street East
Toronto, Ontario
M4W 1G9

LOSS PAYABLE TO: Insured, or Order

SUBJECT TO FORM NO (S): As per attached

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

This Policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

By signing below, the President, and the Canadian Chief Agent of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

A handwritten signature in black ink, appearing to read "L. Oliver", is written over a horizontal line.

President and Chief Executive Officer

AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations Page of the policy.

COUNTERSIGNED BY C. McFadden
Authorized Representative

DATED: July 15, 2021

AIG INSURANCE COMPANY OF CANADA

**Administrative Offices:
120 Bremner Boulevard Suite 2200
Toronto, Ontario M5J 0A8
(416)-596-3000**

CERTIFICATE DECLARATIONS

This Certificate is attached to and made part of the Policy #7581903. The Named Insured shown below has coverage under this Policy.

Item 1. NAMED INSURED:

Subscribers on file with the Communications Equipment Provider show in Item 4.

Item 2. When Coverage under this Certificate is Effective

Coverage under this Certificate is effective as of 12:01 am Standard Time on July 20, 2021.

Item 3. Premium for Coverage provided under this Certificate:

Tier	MSRP at the time of Enrollment	Monthly Premium
1	\$0 - \$599.99	\$9.00
2	\$600 - \$799.99	\$9.00
3	\$800 - \$1,499.99	\$9.00
4	\$1,500 - \$3,000	\$9.00

Item 4. Communications Equipment Provider

Name: Rogers Communications Canada Inc.
Address: 333 Bloor Street East
Toronto, ON M4W 1G9, Canada

Item 5. Authorized Representative:

Program Administrator:

Name: Brightstar Device Protection Canada, Ltd.
Address: 40 King Street West, Suite 2100
Toronto, ON M5H 3C2, Canada
Phone: +1 844-225-6333

Producer:

Partners Indemnity Insurance Brokers Ltd.
3385 Harvestar Road, Suite 210
Burlington, Ontario, Canada L7N 3N2

Item 6. Limits of Insurance

Occurrence Limit of Insurance	\$3,000.00 per Occurrence for each Named Insured
Aggregate Limit of Insurance	\$6,000.00 per Named Insured, or (2) occurrences within any twelve (12) month period of time.

Item 7. Deductible

The deductible will be the amount corresponding to the retail value of the Named Insured's wireless device when initially purchased. The MSRP is the non-subsidized, non-discounted retail price of the wireless device.

Deductibles – Apple iPhones			
Tier	MSRP at the time of Enrollment	Repair Processing Fee – Screen Break Only	Repair Processing Fee – All Other Damage
1	\$0 - \$599.99	\$39.00	\$129.00
2	\$600 - \$799.99	\$39.00	\$129.00
3	\$800 - \$1,499.99	\$39.00	\$129.00
4	\$1,500 - \$3,000	\$39.00	\$129.00

Item 8. Accessories

- A. Accessories included: Battery and Standard Wall Charger
- B. Maximum retail value of Accessories: \$500.00

Item 9. Replacement Device.

Maximum full retail value of replacement to be charged: \$3,000.00

Item 10. This Certificate consists of the following forms:

- 1. Certificate Declarations
- 2. Communications Equipment Coverage Form
- 3. Certificate Conditions
- 4. Statutory Conditions

This coverage is provided by AIG Insurance Company of Canada

C. McFadden
AUTHORIZED REPRESENTATIVE

AIG INSURANCE COMPANY OF CANADA

Administrative Offices:

120 Bremner Boulevard Suite 2200

Toronto, Ontario M5J 0A8

(416)-596-3000

COMMUNICATIONS EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout the policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to Section **E. DEFINITIONS**.

A. Coverage

We will cover direct physical damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means the Named Insured's wireless device on record with us, and any Accessories shown in the Declarations, but only if such Accessories are damaged with such wireless device.
2. **Property Not Covered**
 - a. Contraband or property in the course of illegal transportation or trade.
 - b. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
 - c. Property in transit to you from a manufacturer or seller that is not the "Authorized Service Facility".
 - d. Color face plates, personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers.

3. Covered Causes of Loss

Covered Causes of Loss means direct physical damage to Covered Property except damage recoverable under the manufacturer's warranty and those causes of loss listed in the Exclusions.

B. Exclusions

1. We will not cover damage caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. **Governmental Action,**
Seizure or destruction of property by order of governmental authority.

But we will pay for damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.
 - b. **Nuclear Hazard**
 - (1) Any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not cover damage caused by or resulting from any of the following:

- a.** Delay, loss of use, loss of market or any other consequential loss, interruption of business or inconvenience; an increase of loss or damage caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement by strikers, other persons or any other Cause of Loss.
- b.** Rodents, insects, vermin, or other wild animals.
- c.** "Intentional parting" with any property by you or anyone entrusted with the property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- d.** Obsolescence, including technological obsolescence of the Covered Property.
- e.** Dishonest or criminal act committed by:

- (1) You, or any of your authorized representatives;
- (2) Anyone else with an interest in the property or their authorized representatives; or
- (3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons.

- f.** Change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered Property however caused, including, but not limited to, scratches, marring, and cracked displays that occur to Covered Property that does not affect the mechanical or electrical function of the Covered Property.
- g.** Faulty repair, adjusting, installation, servicing, or maintenance unless fire or explosion ensues and then only for damage by ensuing fire or explosion.
- h.** The presence, discharge, dispersal, seepage, migration, release or escape of "Pollutants."
- i.** Unauthorized repair or replacement.
- j.** Preventative maintenance or preferential adjustments.
- k.** Use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions. Any damage that is the result of abuse or of any intentional act.
- l.** Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property or recall by the manufacturer.
- m.** Loss or damage to batteries (unless batteries are listed as an Accessory on the Declarations page), personalized data, or customized software, such as personal information managers (PIM's), ring tones, 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 Covered Property.
- n.** Normal wear and tear, gradual deterioration, inherent vice or latent defect.

- o. Malfunction including "Mechanical and/or Electrical Failure" occurring during the term of the manufacturer's warranty.
- p. "Computer Virus," whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this Coverage Form.

C. Limits of Insurance

The Aggregate Limit of Insurance is the most we will pay for all damage under this policy or the maximum number of occurrences for a designated period of time, shown in the Declarations. Subject to the Aggregate Limit of Insurance, the most we will pay for damage in any one occurrence to each Named Insured is the applicable Occurrence Limit of Insurance shown in the Declarations.

D. Deductible

Each occurrence is subject to a nonrefundable deductible. Such deductible must be paid prior to repair or replacement of any Covered Property.

E. Definitions

1. "Authorized Representative" means our authorized representative identified in the Declarations.
2. "Authorized Service Facility" means the location or locations that serve as a replacement facility for the program and supply replacements for Covered Property. Selection of the "Authorized Service Facility" will be at the sole discretion of us or our authorized representative.
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 Covered Property.
4. "Intentional Parting" means any act done purposely that contributes to the loss or theft of the Covered Property. Such acts include but are not limited to voluntary parting with the Covered Property in a community shared or public space by you or anyone entrusted with the Covered Property, surrendering the Covered Property to any non-governmental authority regardless of inducement to do so and entrusting or issuing the Covered Property to any of your authorized representatives.
5. "Mechanical or Electrical Failure" means failure of Covered Property to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.
6. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including but not limited to bodily fluids, condensation, smoke, vapor, 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 waste. Waste includes materials to be recycled, reconditioned or reclaimed.

AIG INSURANCE COMPANY OF CANADA

C. McFadden

AUTHORIZED REPRESENTATIVE

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

The Coverage Part under which Coverage is provided to you as noted in the Certificate Declarations is subject to the following conditions:

A. CANCELLATION AND MATERIAL CHANGES

1. You may cancel your coverage under this Coverage Part by (i) mailing or delivering to us advance written notice or (ii) by calling Rogers at 1-888-ROGERS1, or 1-855-877-3887 stating when such cancellation is effective. You may send your written notice through the Authorized Representative shown in the Declarations (hereinafter the "Authorized Representative").
2. We may cancel your coverage under this Coverage Part by mailing or delivering to you written notice of cancellation, and by delivering notice electronically to you at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason;
3. Our notice will be mailed or delivered to you at the last mailing address known to us or delivered electronically to you.
4. Notice of cancellation or non-renewal will state the effective date of cancellation and all insurance for you under this Coverage Part will end on that date.
5. If this Coverage Part is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation notice is mailed, proof of mailing will be sufficient proof of notice.
7. The insurance provided you under this Coverage Part is provided on a month to month term basis unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider.
8. In the event of any material change in the coverage terms, monthly premium or the deductible, you will be provided thirty (30) days advance written notice, electronically or otherwise, of such changes. You may cancel coverage at any time without penalty, but if you continue to pay monthly premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.

B. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of damage to Covered Property:

1. If a claim involves a violation of law, promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
2. Report the damage promptly to us not later than sixty (60) days from the date of damage. If the damage is not reported within sixty (60) days, your claim will be forfeited. All claims must be submitted through our Authorized Representative shown in the Declarations (hereinafter our "Authorized Representative") for our approval prior to the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled. For claims relating to damage of the Covered Property, you may also report your claim to our Authorized Representative by contacting getsupport.apple.com or call 1-800-APL-CARE.
3. Take all reasonable steps to protect the Covered Property from further damage. Also, if feasible, set the damaged property aside and in the best possible order for examination.
4. Provide us with a detailed proof of loss statement, a police report case number, and/or a copy of the police report filed for theft, attempted theft, vandalism or lost equipment within sixty (60) days of the date the damage is reported prior to receiving replacement equipment.
5. Proof of loss requirements are satisfied once all requested information has been received as outlined in these Conditions. All Covered Property that has been replaced is considered the property of the Authorized Representative.
6. If the Covered Property is damaged, the Covered Property must be retained by you until your claim is completed, and you may be required to return the Covered Property to us at our expense. If lost or stolen Covered Property is recovered, it must be returned to the "Authorized Service Facility" at our expense. The Covered Property should not remain activated nor be reactivated except with prior consent from us. If Covered Property is not returned to us within thirty (30) days of receipt of the replacement equipment, a

salvage non-return fee may be billed to you up to \$800.00. The salvage non-return fee will not exceed the value of the Covered Property that was not returned. You must return your Covered Property to us unlocked. If you fail to return your Covered Property to us unlocked, a locked device fee may be billed to you up to \$800.00.

7. As often as may be reasonably required, permit us to inspect the property proving the damage and examine your books and records.
8. Cooperate with us in the investigation or settlement of the claim.
9. Provide a copy of the original bill of sale.
10. We may examine you under oath, at such times as may be reasonably required, about any matter relating to this insurance or the claim, including your books and records. In the event of an examination, your answers must be signed.
11. Provide us with all of the necessary information required to approve replacement of the Covered Property within sixty (60) days of the date that you report the damage to us. Failure on your part to take delivery of replacement equipment within sixty (60) days of claim approval by us will result in forfeiture of your claim.

C. LOSS SETTLEMENT

1. In the event of damage to Covered Property, we will arrange for the repair or replacement of the damaged Covered Property through the "Authorized Service Facility".
2. You will not be entitled to receive cash in lieu of actual replacement equipment. In no event will you be reimbursed for any out-of-pocket expenses.
3. Replacement equipment may be refurbished equipment or equipment of like kind and quality subject to the following:
 - a. If your original make and model of equipment is no longer carried by your Communications Equipment Service Provider and is not available from its approved inventory in the "Authorized Service Facility" at the time of approval of your replacement request, you will receive comparable equipment.
 - b. Equipment failure evaluations performed by the Communications Equipment Service Provider and/or our Authorized Representative and/or the manufacturer may be required prior to approval of your request for replacement of the Covered Property.
4. All claims for covered damage under this Coverage Part will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and damage to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss. No claim shall be honored or made good if you have collected for the direct physical damage from others. 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 Facility".
5. Any recovery or salvage on a Loss will accrue, entirely to our benefit, until the cost of the claim incurred by us has been made up. You must return to us any damaged and malfunctioning equipment.
6. If any Accessories are shown on the Declarations page, we will cover the cost associated with the repair or replacement of such Accessories up to a maximum retail value of Accessories shown in the Declarations. Any amount in excess of that maximum will be funded by you.

D. ADDITIONAL CONDITIONS

1. Transfer Of Rights Of Recovery Against Others to Us

If any person or organization to or for whom we honor a claim under this Coverage Part has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after Loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a Loss to your Covered Property.
- b. After a covered Loss to your Covered Property only if, at time of Loss that party is one of the following:
 - (1) someone covered under this Coverage Part;
 - (2) a business firm:

- (a) Owned or controlled by you;
- (b) That owns or controls you; or
- (c) Your tenant.

This will not restrict your insurance.

2. Concealment, Misrepresentation or Fraud

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

- a. This coverage;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Part.

If, when inspected by the "Authorized Service Facility", the make/model and condition of the Covered Property does not match that as attested to in the Proof of Loss statement, or is not damaged, the Authorized Representative reserves the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in **Item 8.** of the Declarations).

3. Legal Action Against Us

No one may bring legal action against us under this Coverage Part unless:

- a. There has been full compliance with all terms of this Coverage Part; and
- b. The action is brought within two (2) years after you first have knowledge of the damage.

4. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

5. Coverage Territory

The coverage territory is worldwide but the cost of replacement will be valued in Canadian currency at the time of replacement.

6. Transfer of Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent.

7. Applicable Law

We agree that any terms of the Coverage Part not in conformity with applicable law are conformed to comply with such law. If any portion of the Coverage Part is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Coverage Part.

8. Changes

The Coverage Part contains all the agreements between you and us concerning the insurance afforded. The Coverage Part's terms can be amended or waived only by endorsement issued by us and made a part of the Coverage Part.

9. Premiums

The Named Insured shown on the Declarations:

- a. Is responsible for the payment of all premiums; and

- b.** Will be the payee for any return premiums we pay.

A monthly premium shown in the Declarations will be payable in advance and will be charged to the Named Insured's regular account with the Communications Equipment Service Provider for transmittal to us. The Named Insured has 15 days after receiving the Certificate to determine if they want to keep the coverage without any premium being earned.

10. Appraisal

If we and you disagree on the value of the property or the amount of Loss, either may make written demand for an appraisal of the Loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of Loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a.** Pay its chosen appraiser; and
- b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

CANADIAN STATUTORY CONDITIONS

POLICY CONDITIONS MAY BE BROADER THAN REPRESENTED BELOW

1. MISREPRESENTATION:

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.

2. PROPERTY OF OTHERS:

Unless otherwise specifically stated in the contract, the Insurer is not liable for damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. CHANGE OF INTEREST:

- (7) Showing the place where the property insured was at the time of damage;
 - (iii) If required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (iv) If required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- b) The evidence furnished under Clauses (iii) and (iv) of subparagraph (a) of this Condition shall not be considered proofs of damage within the meaning of Conditions 12 and 13.
- The Insurer is liable for damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE:

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION:

- a) This contract may be terminated,
 - (i) By the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
 - (ii) By the Insured at any time on request.
- b) Where this contract is terminated by the Insurer,
 - (i) The Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (ii) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- c) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- d) The refund may be made by money, postal or express company money order or cheque payable at par.
- e) The fifteen days mentioned in Clause (i) of sub-condition (a) of this Condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENTS AFTER DAMAGE:

- a) Upon the occurrence of any damage to the insured property, the Insured shall, if the damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10 and 11.
 - (i) Forthwith give notice thereof in writing to the Insurer;
 - (ii) Deliver as soon as practicable to the Insurer a proof of

damage verified by a statutory declaration,

- (1) Giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of damage claimed;
- (2) Stating when and how the damage 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;
- (3) Stating that the damage did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
- (4) Showing the amount of other insurances and the names of other Insurers;
- (5) Showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
- (6) Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;

7. FRAUD:

Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

8. WHO MAY GIVE NOTICE AND PROOF:

Notice of damage may be given and proof of damage may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. SALVAGE:

- a) The Insured, in the event of any damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further thereto.
- b) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this Condition according to the respective interests of the parties.

10. ENTRY, CONTROL, ABANDONMENT:

After damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

11. APPRAISAL:

In the event of disagreement as to the value of the property insured, the property saved or the amount of the damage, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of damage has been delivered.

12. WHEN DAMAGE PAYABLE:

The damage is payable within sixty days after completion of the proof of damage, unless the contract provides for a shorter period.

13. REPLACEMENT:

- a) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of damage.
- b) In that event the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of damage, and shall thereafter proceed with all due diligence to the completion thereof.

14. ACTION:

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within twelve months next after the damage occurs.

15. NOTICE:

Any 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. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this Condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS

16. EXCLUSIONS

This Policy does not cover:

- (a) damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (b) damage caused by contamination by radioactive material.

17. NOTICE TO AUTHORITIES

Where damage is claimed to be due to theft, burglary, robbery, malicious acts or disappearance the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

18. SUE AND LABOUR

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

19. SUBROGATION

- (a) The Insurer, upon making any payment or assuming liability therefor under this Policy shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights;
- (b) Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the damage has been borne by them respectively.

20. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

21. BASIS OF SETTLEMENT

Unless otherwise provided, the Insurer shall not be liable beyond the actual cash value of the property at the time any damage occurs and the damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however, caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

22. PAIRS, SETS, PARTS

- (a) In the case of damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such damage be construed to mean total damage of set;
- (b) In the case of damage to any part of the insured property whether scheduled or unscheduled, consisting when complete for use, of several parts, the Insurer shall only be liable for the value of the part lost or damaged, including the cost of installation.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of damage or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy.

STATUTORY CONDITIONS
(Applicable to Alberta, British Columbia,
Manitoba, and Saskatchewan only)

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 insurance

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 of 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 willfully 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
 - (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 of 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

9. (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

10. 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

11. (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

12. 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

13. (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 loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14. (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.

**DEVICE PROTECTION LITE FEATURING APPLECARE SERVICES TERMS AND
CONDITIONS – APPLE IPHONES
(Manitoba and Saskatchewan)**

Device Protection Lite Featuring AppleCare Services Contract. These terms and conditions together with the applicable portions of Your monthly bill (“**Bill**”) from ROGERS, welcome letter, applicable Bill inserts, and applicable written communications from Us to You govern the Device Protection Plan and constitute Our contract with you (hereinafter the “**Device Protection Lite Plan Contract**” or “**Contract**”), so You should keep a copy for future reference. This Contract and Your agreement with ROGERS (including your applicable Rogers service agreement and the Rogers Terms of Service) are, and shall remain, separate agreements, but in order to maintain service under this Contract, You must also maintain Your wireless service with ROGERS in good standing and be financially current on Your ROGERS account. If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Your ROGERS wireless device number for the Protected Device is Your Contract number. This Contract is purchased in and governed by the laws of the province identified in Your billing address in the records of ROGERS and the federal laws of Canada applicable therein and is only available in the Provinces of Manitoba and Saskatchewan. The Device Protection Plan may be offered by ROGERS to customers along with other device support programs that contain other support features and are subject to their own terms and conditions.

Device Protection Lite Plan Fee Schedule

Monthly Service and Processing Fees – Apple iPhones			
Tier	MSRP at the time of Enrollment	Monthly Service Fee*	Warranty Malfunction Repair Processing Fee
1	\$0 - \$599.99	\$9.00	\$0.00
2	\$600 - \$799.99	\$9.00	\$0.00
3	\$800 - \$1,499.99	\$9.00	\$0.00
4	\$1,500 - \$3,000	\$9.00	\$0.00

* This is the Monthly Service fee currently in market. Note that you may be subject to a different Monthly Service Fee, which is indicated on your Rogers bill.

Additional Fees that May Apply			
Tier	MSRP	Non-Returned Equipment Fee	Locked Device Fee
1	\$0 - \$599.99	\$75.00	\$75.00
2	\$600 - \$799.99	\$300.00	\$300.00
3	\$800 - \$1,499.99	\$650.00	\$650.00
4	\$1,500 - \$3,000	\$800.00	\$800.00

Definitions. (1) **“AppleCare Services”** means (i) Technical Support, and (ii) Warranty Malfunction fulfillment by Apple. (2) **“AppleCare Services Eligibility Period”** means the full length of Your enrollment in the Device Protection Lite Plan, as measured from the Effective Date, during which You are eligible to receive AppleCare Services. (3) **“Eligible Device”** means the wireless device that We have designated as eligible for service under the Device Protection Lite Plan Contract as set forth in the list of Eligible Devices and their device tier available from Us, which can be found at www.Brightstarprotect.com/rogers or by calling 1-855-877-3887. (4) **“Enrollment Date”** means the date Your request for enrollment is received by Us or our authorized representative. (5) **“Failure”** means during the time this Contract is in effect, the occurrence of Warranty Malfunction. (6) **“Device Protection Lite Plan”** means the Device Protection Lite Featuring AppleCare Services service warranty program described in this Contract. (7) **“Protected Accessory(-ies)”** means the following Accessories used with the Eligible Device: one standard battery and one standard charger. One SD memory card and one SIM card, each as standard for the Eligible Device, are also protected. (8) **“Protected Device”** means the Eligible Device owned or leased by You and actively registered on the ROGERS network and for which airtime has been logged after enrollment into the Device Protection Lite Plan. Protected Device is limited to one Eligible Device and applicable Protected Accessory per replacement or repair. The International Manufacturer’s Equipment Identification (IMEI) associated with Your account in the record of ROGERS at the time Your protection initially becomes effective and for which airtime has been logged determine the Eligible Device that is considered a Protected Device. (9) **“Replacement Equipment”** means a wireless device of like kind and quality with comparable features and functionality to the Protected Device that We may provide to You in the event of a Failure of the Protected Device. (10) **“ROGERS”** means ROGERS Communications Canada Inc. and its successors and assigns, with addresses at 333 Bloor Street East, Toronto, Ontario, Canada M4W 1G9. (11) **“Technical Support”** means unlimited web and technical support provided by Apple, Inc. or one or more of its affiliates (**“Apple”**). (12) **“Warranty Malfunction”** means the operational or structural malfunction of the Protected Device’s ability to operate due to defects in parts or workmanship during your enrollment in the Device Protection Lite Plan. (13) **“We,” “Us” and “Our”** mean ROGERS, the company obligated under this Contract. (14) **“You” and “Your”** refers to the ROGERS account holder that purchased this Contract.

What is Protected. If the Protected Device suffers a Failure during the time this Contract is in effect, We will repair or replace the Protected Device, at Our option, as described below. If a Failure affects a Protected Accessory in conjunction with the Failure of the Protected Device, or if the Protected Device is replaced with a different model, We will also replace the Protected Accessory(ies). In the case of a replacement, Protected Devices will be replaced with a wireless device of like kind and quality with comparable features and functionality to the Protected Device. **THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, IN OUR SOLE DISCRETION.**

The Replacement Equipment immediately becomes the Protected Device. If We replace Your device under the Device Protection Lite Plan Contract, We reserve the right to take possession and ownership of Your defective or damaged Protected Device. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage related to any Protected Device that We replace. We will provide a twelve (12)

month warranty on parts and workmanship for any repaired Protected Device or Replacement Equipment. In the event that the repaired Protected Device or Your Replacement Equipment fails to function due to any defects in parts or workmanship during this twelve (12) month warranty period, We will repair or replace the repaired Protected Device or Replacement Equipment, in Our sole discretion, at no cost to You. Such service will not be charged against Your annual service limit under the Device Protection Lite Plan Contract.

Changes to the Device Protection Lite Plan and Contract. You agree to all the provisions of this Contract when You order the Device Protection Lite Plan and/or pay for it. If the Protected Device is changed to another Eligible Device at any time while covered by the Device Protection Lite Plan, ROGERS will apply the correct monthly fee for the Device Protection Lite Plan applicable to that device being used under Your ROGERS account. We may also change the monthly charge for the Device Protection Lite Plan, the administration of the Contract, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert; as a message printed on Your Bill; by email; in a separate mailing; or by any other reasonable method, at Our discretion, and will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation by sending Us a notice to that effect no later than thirty (30) days after the amendment comes into force. Your continued use of the Device Protection Lite Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Device Protection Lite Plan is available only to wireless device service customers of ROGERS. Your participation in the Device Protection Lite Plan is optional and You may terminate the Contract at any time. Please refer to the Cancellation section of this Contract.

Contract Service Period. Your service benefits under this Contract begin on the Enrollment Date and continue from month to month until terminated by You or by Us in accordance with the Cancellation section of this Contract and subject to the Service Limits section of this Contract.

Charges. You agree to pay the amount for this Contract shown on Your ROGERS Bill for wireless service each month when invoiced by ROGERS on the same terms and conditions as set forth under Your ROGERS service agreement. Applicable Processing Fees, non-protected failure charges, Service Request Conversion Fees, Locked Device Fees, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may apply prior to fulfilling Your approved Service Request (defined below). ROGERS reserves the right to charge applicable fees for the Device Protection Lite Plan in the event the Protected Device changes. Charges and/or additional fees may be found at www.Brightstarprotect.com/rogers.

To Obtain Service. In the event of a Failure of a Protected Device, You may file a service request by calling 1-855-877-3887 or online at www.Brightstarprotect.com/rogers (“**Service Request**”). If Your Protected Equipment experiences a Warranty Malfunction, You may also file a Service Request via getsupport.apple.com or by calling 1-800-APL-CARE. You may file a Service Request pursuant to AppleCare Services for Warranty Malfunction at any time during the AppleCare Services Eligibility Period. If Your Service Request is approved, We will offer you Replacement Equipment or a repair of Your Protected Device (if available, as determined by Us). For repairs, You may mail-in Your Protected Device, or may choose to visit an authorized repair location (if available in Your area, as determined

by Us), or an authorized repair technician may come to a location of Your selection (if available in Your area, as determined by Us). Additional information on repair is available at www.Brightstarprotect.com/rogers. We are not responsible for any loss of data, personal or otherwise, on Your Protected Device that may occur during the repair process. If you have a Protected Device that is not repairable, a device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that a Replacement Device will be provided to You. For Replacement Devices, We will ship the Replacement Device the next business day, where and when available. We may provide You with the option to receive the Replacement Equipment the same day Your Service Request is completed for an additional fee, where and when available, in Our sole discretion. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE PROTECTED DEVICE AND/OR YOUR GOVERNMENT ISSUED PHOTO I.D. OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR RIGHT TO SERVICE WITHIN SIXTY (60) DAYS FROM THE DATE OF THE REQUEST. We also retain the right to inspect the Protected Device as a condition of approval of Your Service Request.

Processing Fees. A nonrefundable Processing Fee, plus applicable taxes, applies to each approved Service Request. The Processing Fee will be collected from you prior to fulfilling Your approved Service Request. Prepaid credit cards may not be used to pay Your applicable Processing Fee. A complete list of Eligible Devices and their device tier are available at www.Brightstarprotect.com/rogers or by calling 1-855-877-3887.

Service Limits. During the AppleCare Services Eligibility Period, You are eligible to receive unlimited Warranty Malfunction Service Requests. For all Service Requests, We will cover the cost to replace or repair the Protected Equipment up to a maximum retail value of \$3,000.00 per Service Request, inclusive of Protected Accessories.

Return of Replaced Protected Devices/Non-Return Fee. A Protected Device that is approved for replacement must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within thirty (30) days. The Protected Device We replace becomes property of ROGERS and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Device that We replace. If We do not receive Your original equipment within thirty (30) days, You will be charged a Non-Returned Equipment Fee up to **\$800.00** plus applicable taxes. The Non-Returned Equipment Fee will be charged to the credit card We have on file for You, or may be included on Your monthly bill, in Our sole discretion.

Locked Device Fee. If You file a Service Request for any Failure, We will ask You at the time You file Your Service Request to disable any locking feature on Your Protected Device. We will not process Your Service Request until You provide affirmative verification that such locking feature has been disabled. If You return Your Protected Device with the locking feature enabled, We will charge a Locked Device Fee (as indicated above) to the credit card We have on file for You. YOU MAY AVOID THIS FEE BY DISABLING THE LOCKING FEATURE ON YOUR PROTECTED DEVICE AT THE TIME YOU FILE YOUR SERVICE REQUEST.

What is not Protected.

The Device Protection Lite Plan does not protect the following:

(1) incidental or consequential damages, unforeseen and unforeseeable damages at the

time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our intentional or gross fault; (2) failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing Failures of the Protected Device occurring before the time it was established as the Protected Device; (5) changes or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Device however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Protected Device; or (6) Failure of the Protected Device caused by computer viruses or similar unauthorized intrusive codes or programming; (7) loss; (8) theft; or (9) accidental damage from handling (including liquid damage). For clarity, in Manitoba and Saskatchewan, loss, theft, and accidental damage are covered by a separately issued insurance policy.

Further, Protected Device does not include and the Device Protection Lite Plan does not protect: (1) Contraband or property in the course of illegal transportation or trade; (2) property in transit to You from anyone other than Us; (3) routine maintenance and consumable items, such as batteries (one standard battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Protected Device or if the battery was part of the Failure to the Protected Device); (4) antennas, unless there is also a Failure of the Protected Device; or (5) any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected Device), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

Cancellation. You may terminate this Contract at any time for any reason by contacting Rogers at 1-888-ROGERS1. We may terminate this Contract immediately if You default on Your obligations. We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation. If You or We terminate this Contract within thirty (30) days from Your receipt of this Contract and You have not received a fulfilled Service Request, You will receive a full refund of the of the monthly service fee. If You or We terminate this Contract after thirty (30) days following the Enrollment Date, We will refund the remainder of the monthly service fee, pro-rated on a daily basis as measured by the date You cancel the Contract. We will also discontinue all monthly charges for the Plan as of the effective date of cancellation. Any termination and cancellation of Your wireless service with ROGERS for any reason constitutes cancellation of this Contract by You, subject to the terms and conditions of this Contract.

Electronic Delivery. You expressly and knowingly agree and consent to permit Us (including any third party vendor, or representative through which we provide services under this Contract) to make disclosures and provide notices to You by bill message, text message, letter or e-mail, or any other method in accordance with Your Rogers Terms of Service.

Service Contract. This Contract is a contract between You and Us that provides the specified services outlined herein. This contract is not an insurance policy and provides no insurance coverage or insurance benefits to You.

Limits of Liability. In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Device Protection Lite Plan Contract or the services

provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE DEVICE PROTECTION LITE PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE DEVICE PROTECTION LITE PLAN CONTRACT). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE DEVICE PROTECTION LITE PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE DEVICE PROTECTION LITE PLAN CONTRACT, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE DEVICE PROTECTION LITE PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government in, military authority, or the elements, or other causes beyond our reasonable control, and in such event We may cancel this Contract and the Device Protection Lite Plan Contract immediately.

Prohibitions on Transfer and Abuse of the Device Protection Lite Plan Contract. This Device Protection Lite Plan is for Your use only. It is only transferable by ROGERS to any other person. Wireless devices owned or leased by anyone other than You may not be made a Covered Equipment. Any abuse of the Device Protection Lite Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of this Contract upon notice.

Concealment, Misrepresentation of Fraud. The protection provided by this Contract is void if You commit fraud or intentionally conceal or misrepresent a material fact concerning this Contract, the Protected Device, Your interest in the Protected Device, or a Service Request under this Contract.

Data Privacy. As part of the services offered to You pursuant to this Contract, ROGERS may collect, use, and disclose personal information about You for the purposes of establishing, managing, and maintaining our relationship in accordance with ROGERS' privacy policy, available at www.rogers.com/privacy. Your information may be shared with Our service providers and with other third parties that are located in countries outside of Canada, in accordance with ROGERS' privacy policy.