

# INSURANCE PRODUCT SUMMARY

## Device Protection for Apple featuring AppleCare Services

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<b>Autorité des marchés financiers</b>  Place de la Cité, tour Cominar 2640 boulevard Laurier, 4e étage Québec (Québec) G1V 5C1  Québec City: 418 525-0337 Montreal: 514 395-0337 Toll Free: 1 877-525-0337 Fax: 418 525-9512 Website: www.lautorite.qc.ca	

### What is the purpose of this document?

This Product Summary summarizes your insurance coverage and is intended to help you decide whether this insurance meets your needs.

**This is not your insurance policy. For complete details of insurance coverages, eligibility, conditions and exclusions, please refer to your insurance policy.** You can find a specimen copy of your insurance policy here: <https://protect.likewise.com/mobileprotection/#Resources> or <https://www.zurichcanada.com/en-ca/services/product-summaries>. Please read it carefully.

### Who is covered?

This insurance provides coverage to customers who have bought a mobile device from Rogers.

### What is covered?

Device Protection for Apple featuring AppleCare Services is a damage and loss/theft insurance product. This insurance provides certain benefits to customers of Rogers if their mobile device:

- has a mechanical or electrical breakdown;
- is lost or stolen;
- experiences direct physical loss or damage; or

- malfunctions as a result of defects in parts and workmanship, including where the capacity of an integrated rechargeable battery to hold an electrical charge is less than 80% of its original specification.

We will cover these losses wherever the mobile device is located in the world.

## Summary of key conditions

### Who is eligible for coverage?

You are eligible for coverage if:

- you have bought a mobile device from Rogers;
- your billing address with Rogers on the date you purchase coverage is in the Province of Quebec; and
- you purchase coverage at the time of activating your mobile device or equipment upgrade or within sixty (60) days of activating or upgrade.

You must remain an active customer of Rogers in order to continue to be entitled to coverage.

### When coverage starts

Your insurance coverage begins on the date set out in the Declarations provided to you. You must complete a voice or data session that logs airtime on the network chosen when you activated your Rogers device using the mobile device in order for coverage to be effective.

### When coverage ends

Your insurance coverage ends at the earliest of the date and time when:

- You cancel the coverage, or
- We cancel the coverage, or
- You cease to be a customer of Rogers.

### Coverage Amounts

The following table is a summary of the maximum coverage amounts:

## Limits of Insurance

### Occurrence limit:

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

Tier	Eligible Mobile Phone Unsubsidized, New Retail Value at Time of Enrollment	Claim Limit
1	\$0 - \$599.99	\$599.99
2	\$600.00 - \$799.99	\$799.99
3	\$800.00 - \$1,499.99	\$1,499.99
4	\$1,500.00 - \$3,000.00	\$3,000.00

**Aggregate limit:**

One (1) loss or theft of the Insured Device in any twelve (12) month period. There are no limits on other types of claims.

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

\$3,000

**Deductible**

There is a deductible amount per claim, as set out in the following table (plus applicable taxes). The deductible amount is the amount that you have to pay before we will repair or replace your mobile device.

Eligible Device Unsubsidized New Retail Value at time of Enrollment	Screen Repair Deductible (iPhone) <sup>1,2</sup>	Loss/Theft Replacement Deductible	All Other Damage Repair Deductible (iPhone Only) <sup>3</sup>	Screen and All Other Damage (iPad Only)	Warranty Malfunction Deductible <sup>4</sup>
\$0 - \$599.99	\$39.00	\$150.00	\$129.00	\$49.00	\$0
\$600.00 - \$799.99	\$39.00	\$200.00	\$129.00	\$49.00	\$0
\$800.00 - \$1,499.99	\$39.00	\$300.00	\$129.00	\$49.00	\$0
\$1,500.00 - \$3,000.00	\$39.00	\$400.00	\$129.00	\$49.00	\$0

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

<sup>2</sup>You are not required to pay a Repair Deductible for up to one claim for the repair of either front screen or back glass breakage with the following exclusions and limitations: (1) iPads are excluded; (2) back glass breakage repair applies to iPhone models 12 and newer (excluding iPhone SE), for all other models and devices, back glass damage is considered to be "All Other Damage"; and (3) there must be no other defects or evidence of loss or failure present at the time of screen repair.

<sup>3</sup> The All Other Damage Repair Deductible applies to any claim for direct physical loss or damage to the Insured Device.

<sup>4</sup>The Warranty Malfunction Deductible applies to any claim for mechanical or electrical breakdown of the Insured Device or operational or structural malfunction of the Insured Device's ability to operate due to defects in parts or workmanship, including where the capacity of an integrated rechargeable battery to hold an electrical charge is less than 80% of its original specification.

Additional fees you may be charged are as follows:

**Claim Conversion Fee**

A claim conversion fee will be charged equal to the difference between either: (i) the repair deductible paid and the replacement deductible due if the device has damage beyond the screen, or (ii) the repair deductible paid and the replacement deductible due if the device cannot be repaired and you elect to have it replaced.

**Non-Return Fee**

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 30 days of receipt of a replacement device.

### **Locked Device Fee**

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.

## **How to file a claim**

### **Your Obligations**

To report a claim, you must visit [www.rogers.com/servicerequest](http://www.rogers.com/servicerequest) or call us at 1-855-877-3887. For a Covered Cause of Loss that involves loss or theft of the Insured Device, you must report the claim within 60 days of the loss. If your Insured Device experiences a warranty malfunction or accidental damage, you may also file a claim by visiting [getsupport.apple.com](http://getsupport.apple.com) or calling 1-800-263-3394.

Upon reporting a claim, we may send you a proof of loss form to fill out.

Upon our request, you must send us:

- the completed proof of loss form,
- the original bill of sale for the mobile device and a wireless billing statement or written verification by Rogers,
- in the case of theft or vandalism, a copy of the filed police report, provided that such reports are accepted by local police, and
- any other information and documents we may require.

within 60 days after the date you report a claim of the loss.

You will be responsible for the cost of providing such documents and information to us.

### **You Must Return the Mobile Device**

If your mobile device is damaged, you must keep it until your claim is completed. You will be required to return the mobile device to us at our expense. If you do not return your mobile device within 30 days of receiving your

replacement device, you may be charged a non-return fee. The non-return fee will not be more than the unsubsidized, new retail price of the mobile device at the time of your enrollment.

The "Find My" feature must be enabled at the time of loss in order to file a claim for loss or theft. If you recover a lost or stolen mobile device, you must return it to us at our expense. We may restrict the IMEI of the mobile device if you report it lost or stolen.

You must return your mobile device to us unlocked. If the device is locked, we may charge you a locked device fee not exceeding the unsubsidized, new retail price of the mobile device at the time of enrollment.

#### **You Must Back-Up the Software**

You must back up all software and data before sending your mobile device to us for repair or replacement.

#### **Our Duties**

##### **Repair or Replacement**

Once we approve a claim, we will arrange for the repair or replacement of your mobile device through an Authorized Service Centre. Any replacement will be a new Apple device or a certified pre-owned Apple device. We will not reimburse you for any out-of-pocket expenses. 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.

##### **We May Use Refurbished Parts**

We may repair your mobile device with substitute parts, or provide you with substitute equipment, that is of like kind, quality and functionality. It may also be new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and may be a different brand, model or colour.

##### **If Your Original Device Is Not Available**

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

##### **Delivery of Replacement Device**

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

**For more details regarding covered losses, please refer to Section G (Reporting and Filing a Claim) and Section H (Our Duties in Event of a Claim) in your insurance policy.**

### **Consequences of misrepresentation and concealment**

Any fraud, intentional concealment or misrepresentation of a material fact relating to this policy, the mobile device, your interest in the mobile device, or a claim may void your insurance.

If the make/model or condition of the mobile device received by the Authorized Service Centre does not match the model provided in the claim or described in your proof of loss statement, or is not damaged, you may be charged the full retail value of the replacement device (up to the maximum amount shown in the Declarations).

### **What is not covered?**

## Property Not Covered

**This insurance excludes certain property from coverage. The list below summarizes the most common excluded property. Please refer to Section B (Coverage) in your policy for full details of all property excluded.**

1. Data stored on or processed by the mobile device, including documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, screen savers and maps; and
2. A wireless device whose unique identification number (including serial number, ESN, MEID and IMEI) has been altered or removed.

## Exclusions

**This insurance contains exclusions from coverage. The list below summarizes some of the most common exclusions. Please refer to Section C (Exclusions) in your policy for the complete list and full details of all 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:

### 1. 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 mobile device.

### 2. Dishonest or Criminal Acts

Dishonest, fraudulent or criminal acts by you or anyone you authorize to use the mobile device or entrust with the mobile device, or anyone else with an interest in the mobile device, whether or not they are acting alone.

### 3. Obsolescence

Obsolescence or depreciation.

### 4. Recall or Design Defect

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

### 5. Cosmetic Damage

Cosmetic damage that does not affect the functioning of the mobile device. This includes:

- a. Marring, or scratching;
- b. Change in colour or other change in the exterior finish; and
- c. Expansion or contraction.

### 6. Late Claims

Claims not reported as required by the policy.

### 7. Repair Work

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

**8. Virus**

Computer virus whether intentional or unintentional.

**9. Intentional Loss or Damage**

Abuse, intentional acts or use of the mobile device in a manner inconsistent with the use for which it was designed or intended, or that would void the manufacturer's warranty, or failure to follow the manufacturer's installation, operation or maintenance instructions.

**10. 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 function of the mobile device.

**11. Normal Wear and Tear**

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

**12. Fees or Charges**

Any fees or charges assessed by Rogers or anyone acting on their behalf.

## Privacy

You can review our privacy statement at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>

## Other important information

### Cost of insurance

The amount you are required to pay to purchase the insurance is as follows (plus applicable taxes):

Eligible Device Unsubsidized, New Retail Value at time of Enrollment	Monthly Premium
\$0 - \$599.99	\$6.99
\$600.00 - \$799.99	\$8.99
\$800.00 - \$1,499.99	\$15.99
\$1,500.00 - \$3,000.00	\$18.99

Premiums are subject to change over time with no less than 30 days' notice.

### Cancellation

#### Cancellation by you

You may cancel this insurance at any time by:

- mailing or delivering an advance written notice to

Rogers Customer Care  
70 Assumption Blvd.  
Moncton, NB E1C 1A1

or

- contacting Rogers using the following link, <https://www.rogers.com/contact>

stating when such cancellation is effective.

You may cancel the insurance without penalty even if more than 10 days has passed from the date you purchased the insurance, notwithstanding the "NOTICE OF RESCISSION OF AN INSURANCE CONTRACT" form which is required by law to be attached to this Product Summary.

### **Cancellation by Us**

We may cancel this insurance by mailing, delivering or emailing to you notice of cancellation at least:

- 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 60 days before the effective date of cancellation if we cancel for any other reason.

Our notice will be mailed or delivered to you at the last mailing address known to us or sent electronically to you. Your coverage will end on the effective date of cancellation set out in our notice of cancellation.

If your policy is cancelled, we will refund any unearned premium to you. For example, if you cancel with 10 days left in your monthly billing period, your refund would be equal to 10 days of premium paid (which would be calculated by dividing your monthly premium by the number of days in that month, and multiplying by 10).

### **You Cease to be a Customer of Rogers**

The insurance provided to you under this policy is provided on a month to month basis unless you cease to be an active customer of Rogers.

### **How to make a complaint:**

To make a complaint and access the Insurer's complaint handling procedures, please visit:  
<https://www.zurichcanada.com/en-ca/about-zurich/complaint>

You may also send your complaint by a letter, e-mail or phone call using the contact information below:

Ombudsman  
Zurich Insurance Company Ltd (Canadian Branch)  
100 King Street West  
Suite 5500  
P.O. Box 290  
Toronto ON M5X 1C9

Office: 416-586-6773  
Toll Free: -1(800)387-5454 ext.6773  
[E-mail: ombudsman.zurich.canada@zurich.com](mailto:ombudsman.zurich.canada@zurich.com)