

**POLICY NO.: 1729168**

Canadian Head Office  
145 Wellington Street West  
Toronto, ON M5J 1H8  
416-596-3000 800-387-4481  
416-977-2743 Fax  
[www.chartisinsurance.com](http://www.chartisinsurance.com)



**CHARTIS INSURANCE COMPANY OF CANADA**

(Herein called the Company)

**PRODUCER** Partners Indemnity Insurance Brokers Ltd.

REPLACING POLICY NO New			EXPIRED/CANCELLED		REPLACING INTERIM RECEIPT NO.
SUM INSURED	RATE	PREMIUM	TERM	FROM	TO
\$1,000.00 per occurrence, \$2,000.00 ann agg. Per Named Insured	Vrs.	As Per Monthly Bordereau	1 Year	July 1, 2011	July 1, 2012

**NAME OF INSURED:** SaskTel

**ADDRESS OF INSURED:** 2121 Saskatchewan Drive,  
Regina, Saskatchewan S4P 3Y2

**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, Secretary and the Canadian Chief Agent of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

President and Chief Executive Officer

Chartis Insurance  
Company of Canada

Secretary

Chartis 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**

Authorized Representative

**DATED:**

July 1, 2011

### CANCELLATION OF POLICY

We hereby agree that policy number 1729168, issued by **CHARTIS INSURANCE COMPANY OF CANADA**  
in the name of SaskTel

together with renewal certificates relating thereto, be declared null and void as from

and that the Insurer be relieved from all liability thereunder as of from said date.

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Signature of Insured

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Signature of Witness

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Signature of Mortgagee



## **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 loss or 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:**

The Insurer is liable for loss or 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 LOSS:**

- a) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or 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 loss 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 loss claimed;
    - (2) 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;
    - (3) Stating that the loss 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) Showing the place where the property insured was at the time of loss;

(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 loss within the meaning of Conditions 12 and 13.

#### **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 loss may be given and proof of loss 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 loss or 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 thereof.
- 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 loss or 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 loss or 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 loss or 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 loss, 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 loss has been delivered.

#### **12. WHEN LOSS PAYABLE:**

The loss is payable within sixty days after completion of the proof of loss, 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 loss.
- 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 loss, 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 loss or 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) loss or 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) loss or damage caused by contamination by radioactive material.

### **17. NOTICE TO AUTHORITIES**

Where loss 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 loss or damage

suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

### **20. NO BENEFIT TO BAILEE**

It is warranted by the Insured that this insurance shall in no wise 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 loss or damage occurs and the loss or 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 loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or 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 loss or damage be construed to mean total loss of set;
- (b) In the case of loss of or 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 loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the Policy.

# CHARTIS INSURANCE COMPANY OF CANADA

**Administrative Office:**  
**145 Wellington St. West**  
**Toronto, ON M5J 1H8**  
**(416)-596-3000**

## **CERTIFICATE DECLARATIONS**

This Certificate is attached to and made a part of a Master Policy **#1729168**. The Named Insured shown below has coverage under this Master Policy.

**Item 1. NAMED INSURED:**

Subscribers on file with the Communications Equipment Service Provider shown in **Item 4.** who have active service with such Communications Equipment Service Provider.

Named Insured mailing address: On file with Communications Equipment Service Provider

**Item 2. When Coverage under Certificate is Effective**

Coverage under this Certificate is effective as shown in the Coverage Effective Date Endorsement attached to these Declarations.

**Item 3. Premium for Coverage Provided under this Certificate: \$6.00/\$7.00**

**Item 4. Communications Equipment Service Provider**

Name : **SaskTel**  
Address: **2121 Saskatchewan Drive**  
**Regina Saskatchewan S4P 3Y2**

**Item 5. Authorized Broker :**

Name: **Partners Indemnity Insurance Brokers Ltd**  
Address: **3410 South Service Road**  
**Upper Level**  
**Burlington Ontario L7N 3T2**

**Item 6. Limits of Insurance**

Aggregate Limit of Insurance

**\$2,000.00** per Named Insured or **2** number of occurrences within **12 months**, whichever comes first

Occurrence Limit of Insurance

**\$1,000.00** per Occurrence for each Named Insured

**Item 7. Deductible**

The deductible will be the amount corresponding to the retail price range of the Named Insured's wireless device when initially purchased.

<b>Retail Price Range</b>	<b>Deductible</b>
\$0 to \$249.99	\$75
\$250 to \$399.99	\$125
\$400 to \$499.99	\$175
\$500 to \$1,000	\$225

**Item 8. Accessories**

- A. Accessories Included (N/A will show if coverage not applicable)
1. **Battery**
  2. **Standard Wall Charger**
- B. Maximum retail value of Accessories  
**\$500.00**

**Item 9. Replacement Device**

Maximum full retail value of replacement to be charged  
**\$1,000.00**

**Item 10.** This Certificate consists of the following forms:

1. Certificate Declarations Form #101136CA (0410)
2. Certificate Conditions Form 3101131 (0610)
3. Communications Equipment Coverage Form A – Extended Perils #101123 (0610)
4. Coverage Effective Form #191127 (0309)
5. Amendatory Endorsements
  - Canadian Statutory Conditions

Specimen copies of the Forms referenced above are attached to this Certificate, or if not attached, are available at the following website, **sasktel.esecuritel.com** calling this toll free number, 877-412-5186.

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

This coverage is being provided by Chartis Insurance Company of Canada

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



## CHARTIS INSURANCE COMPANY OF CANADA

Administrative Offices:  
145 Wellington St. West  
Toronto, ON M5J 1H8  
(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 loss or 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 lost or 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 risks of direct physical loss or damage to Covered Property except loss or damage recoverable under the manufacturer's warranty and those causes of loss listed in the Exclusions.

#### B. Exclusions

1. We will not cover loss or 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 loss or 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 loss or 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 loss or 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 loss or 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 manufacturers 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 loss or 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 loss or 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 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.
2. "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.
3. "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.
4. "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.
5. "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.

## 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 mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider")
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.
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 sixty (60) days advance written notice 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 loss or damage to Covered Property:

1. In the event that your Covered Property is lost or stolen, notify the Communications Equipment Service Provider as soon as possible to suspend service.
2. If a claim involves a violation of law or any loss of possession, promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
3. Report the loss or damage promptly to us not later than sixty (60) days from the date of loss or damage. If the loss or 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.

4. 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.
5. 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 loss or damage is reported prior to receiving replacement equipment.
6. 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.
7. 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 sixty (60) days of receipt of the replacement equipment, a salvage non-return fee may be billed to you. The salvage non-return fee will not exceed the value of the Covered Property that was not returned.
8. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
9. Cooperate with us in the investigation or settlement of the claim.
10. Provide a copy of the original bill of sale.
11. 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.
12. 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 loss or 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 loss or damage to Covered Property, we will arrange for the replacement of the lost, stolen or 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 loss or damage under this Coverage Part will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss or 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 loss or 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 as well as any recovered lost or stolen 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 loss or 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.



## ENDORSEMENT NO 1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 a.m. July 1, 2011 forms a part of Policy  
No. 1729168 issued to SaskTel by Chartis Insurance Company of Canada

### COVERAGE EFFECTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### CERTIFICATE DECLARATIONS

**Item 2. When Coverage under Certificate is Effective** of the Declarations is amended to include the following:

- A. Coverage under the Certificate is effective on the Day Coverage Effective shown in Column B corresponding to the Time the Request Submitted for Enrollment in Column A.

A. Time Request Submitted for Enrollment	B. Day Coverage Effective
Request for enrollment of coverage for new Covered Property submitted at time of purchase of Covered Property from Communications Equipment Service Provider	Coverage effective immediately following the submission of request for enrollment
Request for enrollment of coverage for used or refurbished Covered Property submitted at time of activation of Covered Property with Communications Equipment Service Provider	Coverage effective at 12:01 am on the last day of the Waiting Period for used or refurbished Covered Property shown in Paragraph B., below, following submission of request for enrollment, unless notified that request not approved

#### B. Waiting Period

Used or refurbished Covered Property - 30 days

All other terms and conditions of the policy remain the same.

  
Authorized Signature

ENDORSEMENT NO. A

This endorsement, effective 12:01 A.M. July 1, 2011 forms a part of Policy No. 1729168

issued to SaskTel

by Chartis Insurance Company of Canada

**MOLD/BIOLOGICAL AGENTS EXCLUSION**

This endorsement shall apply to all property forms.

Under Exclusions, the following exclusion is added:

**MOLD/BIOLOGICAL AGENTS EXCLUSION**

This insurance does not apply to loss or damage:

- which is a **biological agent**;
- which is in any way attributed to the presence of a **biological agent**; or
- caused by or resulting from a **biological agent**;

Regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens;

the loss or damage, even if such cause or event would otherwise be covered.

**DEFINITIONS**

**Biological agent** means any:

- A.
  - 1. bacteria;
  - 2. mildew, mold, or other fungi;
  - 3. other microorganism; or
  - 4. any mycotoxins, spores, or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a microorganism); or
- C. colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

CHARTIS INSURANCE  
COMPANY OF CANADA  
\_\_\_\_\_  
Authorized Representative

02/02/11



## ENDORSEMENT NO. B

This endorsement, effective 12:01 A.M. July 1, 2011 forms a part of Policy No. 1729168

issued to SaskTel

by Chartis Insurance Company of Canada

### CYBER RISK ENDORSEMENT

#### A. DATA EXCLUSION - DIRECT DAMAGE

1. (i) This Agreement does not cover "data"
- (ii) This Agreement does not cover loss or damage caused directly or indirectly by "data problem", however, if loss or damage caused by "data problem" results in the occurrence of further loss or damage to property insured by the original insurance policy that is directly caused by fire, lightning, explosion, smoke, leakage from fire protective equipment, impact by aircraft, spacecraft or land vehicle, windstorm or hail, earthquake, tsunami, flood, freeze or weight of snow, this exclusion (ii) shall not apply to such resulting loss or damage.
2. "Data" means representations of information or concepts, in any form.
3. "Data problem" means:
  - (i) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
  - (ii) error in creating, amending, entering, deleting or using "data"; or
  - (iii) inability to receive, transmit or use "data"
4. **Records:** The liability of the Reinsurer under this Agreement for loss or damage to:
  - (i) books of accounts, drawings, card index systems and other records, other than as described in (ii) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;
  - (ii) media, data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "data" is not covered, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or "data" for such reproduction.

#### B. DATA EXCLUSION - BUSINESS INTERRUPTION

1. Subject to a) and b) following, the Reinsurer shall not be liable under this Agreement for loss of "Business Income" directly or indirectly caused by "data problem".
  - a) If "data problem" results in direct physical loss of or damage to property at the premises caused by:


fire, explosion, smoke, leakage from fire protective equipment, lightning, impact by aircraft, spacecraft or land vehicle, windstorm or hail, earthquake, tsunami, flood, freeze or weight of snow, this exclusion shall not apply to resulting loss of "Business Income" suffered through such resulting loss or damage.

ENDORSEMENT NO. B (continued)

CYBER RISK ENDORSEMENT

- b) If "data problem" is the direct result of:
- fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, smoke, leakage from fire protective equipment; windstorm or hail, earthquake, tsunami, flood, freeze or weight of snow, at the premise this exclusion shall not apply.
2. "Data" means representations of information or concepts, in any form.
3. "Data problem" means:
- i) erasure, destruction, corruption, misappropriation, misinterpretation of "data",
  - ii) error in creating, amending, entering, deleting or using "data"; or
  - iii) inability to receive, transmit or use "data".

All other terms, conditions and exclusions of this policy remain unchanged.

CHARLES INSURANCE  
COMPANY OF CANADA  
  
Authorized Representative



## ENDORSEMENT NO. C

This endorsement, effective 12:01 A.M. July 1, 2011 forms a part of Policy No. 1729168

issued to SaskTel

by Chartis Insurance Company of Canada

### PROPERTY MILLENNIUM EXCLUSION

It is noted and agreed this policy is hereby amended as follows:

- A. The Insurer will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
1. correctly recognize any date as its true calendar date;
  2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Insurer will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that the Insurer will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.

Such damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunamis, freeze or weight of snow.

In consequence of all the foregoing the Annual Premium remains unaltered.

CHARTIS INSURANCE  
COMPANY OF CANADA  
  
Authorized Signature

ENDORSEMENT NO. D

This endorsement, effective 12:01 A.M. July 1, 2011 forms a part of Policy No. 1729168

issued to SaskTel


by Chartis Insurance Company of Canada

TERRORISM EXCLUSION

This form does not insure loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence of force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

CHARTIS INSURANCE  
COMPANY OF CANADA

  
Authorized Signature

Property Insurance  
(Ed: 9-04)

Exclusion - IBC Terrorism



## **CUSTOMER ADVISORY REGARDING THE ENFORCEMENT OF ECONOMIC EMBARGOES AND TRADE SANCTIONS**

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This Trade Sanction Advisory is part of Chartis' comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

### **WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION**

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

### **OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS**

If you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

### **POTENTIAL ACTIONS BY US**

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

Chartis  
145 Wellington Street West  
Toronto, ON M5J 1H8  
416 596 3000 Telephone  
416-977-2743 Facsimile  
1-800-387-4481 Toll Free  
www.chartisinsurance.com



## **CHARTIS INSURANCE COMPANY OF CANADA**

### **Re: Our Privacy Principles**

We at Chartis Insurance Company of Canada want our policyholders, insureds and claimants to be aware of how and why we handle personal information. The very nature of our business is such that the collection, use and disclosure of personal information is fundamental to the products and services we provide.

We work hard to respect and maintain client privacy. Accordingly, we have adopted and implemented the attached *Privacy Principles* for Chartis' business. We consider these obligations to be integral to our working and contractual relationship.

Should you have any questions or concerns, please contact the Chartis Privacy Officer in Canada at 1-800-387-4481.

Thank you for your co-operation and support.

A handwritten signature in black ink, appearing to read "Lorraine Capetola". The signature is fluid and cursive, written in a professional style.

Lorraine Capetola  
Privacy Officer  
Chartis Insurance Company of Canada



# CHARTIS INSURANCE COMPANY OF CANADA

## PRIVACY PRINCIPLES

### Chartis and Individual Privacy

We at Chartis Insurance Company of Canada (referred to as “Chartis”, “we”, “our” or “us”) abide by these *Privacy Principles* and want you, our policyholders, insureds and claimants, to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

These *Privacy Principles* apply only to the product or service the client has obtained or the insurance policy under which he/she is seeking or receiving benefits. As a large worldwide leader in the delivery of insurance products and services, the member companies of Chartis Inc. offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, each of the Chartis Inc. companies may adopt different privacy practices to fit the specific products and services they offer.

Personal information, for the purposes of these *Privacy Principles*, means information that identifies an individual. For example: an individual’s name, birth date, address, age, health and financial information is personal information which Chartis may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business. Personal information does not include the name, business title, address, phone or fax number of an employee of an organization.

These *Privacy Principles* may be modified from time to time. An individual may obtain our most up to date version by contacting us at the address set out below in the section called “*Contacting the Privacy Officer*”.

### 1. Consent and Personal Information

Chartis obtains consent to the collection, use and disclosure of personal information, except where inappropriate. By purchasing Chartis’ products and services, you are providing your consent to our collection, use and disclosure of your personal information as set out in these Privacy Principles.

In obtaining consent to the collection, use and disclosure of personal information, the purpose for which information is collected, used or disclosed is either obvious by the very nature of the transaction or if not, we state the purpose, either at or before the time the information is collected. When we do collect personal information, we collect only that personal information which is necessary to such obvious or stated purpose.

Personal information is typically collected and used by us for insurance purposes such as, assessing risk, processing applications for insurance coverage, providing and administering insurance products and related services, to determine the status of insurance coverage, investigating and handling claims, administering insurance benefits, and preventing or deterring fraud. Such information will be used solely to facilitate the products and services requested or as provided or permitted by law.

We consult our existing files for these purposes. An individual may decline to consent, or revoke consent, to the collection and use of personal information for these insurance purposes but in that

case insurance products and related services and benefits and the assessment of claims may be limited or terminated.



## **2. Collecting Personal Information**

Whenever practical, we collect information directly from the individual concerned. In some instances and as is common in the underwriting of insurance and the investigation of insurance claims, we verify information and obtain information from independent sources and organizations.

## **3. Using Personal Information**

We use personal information in accordance with the consent provided by the individual to whom the information relates, in accordance with these *Privacy Principles*, our contractual rights and obligations and the law.

Personal information shall not be used by Chartis employees and representatives for purposes other than as required in the performance of their employment duties.

## **4. Use of Personal information for Marketing Purposes**

Chartis may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find Chartis products and services of interest. Chartis may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes, in which case we will collect, use and disclose personal information for insurance purposes and in accordance with our contractual rights and obligations, but we will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us. Please refer to the section of these *Privacy Principles* called "*Contacting the Privacy Officer*" for information on how to decline or revoke consent to the use of personal information for marketing purposes.

## **5. Accuracy of Your Personal Information**

Chartis maintains procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes. With proof of entitlement, a request to access and if applicable to correct information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*".

## **6. Safeguarding Your Information**

We apply appropriate safeguards to our computer networks and physical files and we restrict access to personal information to those Chartis employees, authorized administrators, reinsurers, consultants or insurance representatives who need to know that information in order to underwrite or administer insurance products and services.

## **7. Disclosure of Personal Information**

Personal information is sought and exchanged with both affiliated and unaffiliated insurance companies, reinsurers, and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for industry statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government regulators.



Chartis sometimes retains an affiliated company or an independent third party or reinsurer (“authorized administrator”) to perform on our behalf, certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of Chartis insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties will be provided with personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, rehabilitative, claims, investigation or related services. Chartis obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some authorized administrators may be located in the United States of America or another foreign country other than Canada and in those cases personal information will be subject to disclosure pursuant to the laws of the jurisdiction in which it is situated. By applying for and/or acquiring the products and services of Chartis you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction.

We do not sell our customer lists or other personal information.

## **8. Retention and Access to Your Personal Information**

We retain personal information only for so long as is necessary to fulfill the purpose for which it was collected and to meet our legal and contractual obligations. If personal information is no longer required, it will be destroyed or rendered anonymous. Given the nature of insurance and our ongoing exposure to potential claims, where necessary, some of the information we collect for insurance purposes is kept indefinitely.

An individual or a person authorized in writing to act on his/her behalf may, with satisfactory identification and proof of entitlement, request access or, if applicable, request a correction of personal information which Chartis has in its possession.

The right to access is not absolute. For example, there is no right to access and we may decline a request for access, if the information requested is subject to a legal privilege.

We do not provide personal health information directly to individuals unless the individual provided it directly to us. Instead we provide access to personal health information through the individual's health care professional.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

## **9. Contacting the Privacy Officer**

Contact:

Privacy Officer  
Chartis Insurance Company of Canada  
145 Wellington Street West  
Toronto ON  
Canada M5J 1H8

Toll Free: 1-800-387-4481

Should you have:

- Questions about our privacy practices;
- A request to access or correct your personal information; or
- To decline or revoke consent to the use, collection or disclosure of personal information for marketing purposes.

Include your name, address and, if applicable, your policy number.

## **10. Website Privacy Practices**

Non-personal information is collected to track the total number of guests visiting this site, pages that they visited and time spent on those pages. This information is used in its aggregate form to help us improve our site. This information is used exclusively for our internal purposes.

Personal information that can identify a visitor, such as name, address or policy information, is collected only when voluntarily offered and solely for purposes of transacting an insurance purchase.

We will not share your personal information, except as otherwise required or permitted by law. Chartis may use the information submitted to respond to your inquiry. Also, your inquiry might appropriately be answered by a particular member company of Chartis Inc., and it may be forwarded to that company. That company will use the information to respond to your inquiry.

If you send Chartis an e-mail request, we may respond to your request with an e-mail asking for further clarification of your needs, or requesting additional information so that we can best serve you.

Chartis (and in the event information has been forwarded to a Chartis Inc. member company, such company) may store the information you submit for such period of time as may be necessary.

Statistical information derived from the information submitted may be shared with third parties; however, such statistical information is not associated with any individual in a personally identifiable manner.

Our Website uses cookies to allow you to select a preferred location view and default home page view, and to let you access recently visited links (such as products, services, and individual pages) more easily. These cookies also permit Chartis to store your recently visited pages so we can display information to you more effectively.

If you disable cookies on your browser, the site will not remember certain functional preferences. You will not be able to access a preferred location view, a customized default home page view, or your recently visited links.

We may share cookie information with Chartis Inc. member companies and third party business partners and service providers so that we can continue improving this site and the services available to you. We collect and share this information only in aggregated, non-personally identifiable format. For example, we may tell the Chartis Inc. companies how many users viewed a particular product page during a given month.

We may also use a service that collects data remotely by using web beacons or tags embedded in our site's content. The data we collect includes which operating system and browser you use, how you navigate to and through our site, and how long you stay on our web pages. This information is anonymous and does not include your name, e-mail address, or any other contact information. We share this information with other Chartis Inc. companies and with our third party vendor, Omniture, Inc. ("Omniture"). Omniture gives us reports of this aggregated, anonymous data. We use this data to improve our site by responding to our users' interests and providing more relevant and useful



information. To learn more about Omniture's privacy standards and use of web beacons, please visit: <http://www.omniture.com/en/privacy>.

Please note that when you link to our or any other website, the operator of such other website (whether Chartis, a Chartis Inc. company or a third party) may collect information about you, including through cookies or other technologies. In addition, your Internet or other service provider(s) may collect information about or submitted by you while you use our website, or any other website. You acknowledge that information collection or privacy practices of any other party, including Chartis Inc. companies, are not monitored or controlled by Chartis and Chartis is not responsible for such websites. Links on our website to other websites are provided only as a convenience, and the inclusion of such links does not imply endorsement of the linked site. You should review the privacy policies of any other website that you visit to understand how your information is collected and used.

Notwithstanding the information stated above, the right to store and disclose to third parties any information under the following circumstances is reserved: when the law permits it (such as, for example, to comply with laws or to respond to governmental authorities); to legal advisors; and to protect the rights, property, safety or security of Chartis, Chartis Inc. companies, website visitors or the public.

**ENDORSEMENT NO. 2**

**This endorsement, effective 12.01 A.M. July 1, 2012 forms a part of Policy No. 1729168**

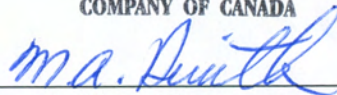
**Issued to:** SaskTel

**By:** Chartis Insurance Company of Canada

It is hereby understood and agreed that this policy is renewed for a further twelve (12) month period to expire on July 1, 2013.

All other terms and conditions remain unchanged.

CHARTIS INSURANCE  
COMPANY OF CANADA



\_\_\_\_\_  
Authorized Representative

**Dated:**

July 13, 2012



**ENDORSEMENT NO. 3**

**This endorsement, effective 12.01 A.M. July 1, 2013 forms a part of Policy No. 1729168**

**Issued to:** SaskTel

**By:** AIG Insurance Company of Canada

It is hereby understood and agreed this policy is renewed for a further twelve (12) month period to expire on July 1, 2014.

All other terms and conditions remain unchanged.

**AIG INSURANCE  
COMPANY OF CANADA**

*C. McFadden*

\_\_\_\_\_  
**Authorized Representative**

**Dated:**

*July 5/2013*

**ENDORSEMENT NO. 4**

**This endorsement, effective 12:01 A.M. July 1, 2014 forms a part of Policy No. 1729168**

**Issued to:** SaskTel

**By:** AIG Insurance Company of Canada

It is hereby understood and agreed this policy is renewed for a further twelve (12) month period to expire on July 1, 2015.

All other terms and conditions remain unchanged.

**AIG INSURANCE  
COMPANY OF CANADA**  
  
\_\_\_\_\_  
**Authorized Representative**

Dated: September 8, 2014