

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. 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 on February 1, 2018.

Item 3. Premium for Coverage provided under this Certificate:

Tier	MSRP at the time of Enrollment	Monthly Premium
1	\$0.00 - \$199.99	\$11.00
2	\$200.00 - \$349.99	\$11.00
3	\$350.00 - \$499.99	\$11.00
4	\$500.00 and above	\$11.00

Item 4. Communications Equipment Provider

Name: Fido, operated by Rogers Communications Canada Inc
Address: 800 De La Gauchetière Street West, Suite 4000
Montréal, QC H5A 1K3, Canada

Item 5. Authorized Representative:

Name: Brightstar Device Protection Canada, Ltd.
Address: 40 King Street West, Suite 2100
Toronto, ON M5H 3C2, Canada

Phone: +1 844-225-6333

Item 6. Limits of Insurance

Occurrence Limit of Insurance \$1,600.00 per Occurrence for each Named Insured
Aggregate Limit of Insurance \$3,200.00 per Named Insured or 2 number of occurrences within any 12 month period of time, whichever occurs first.

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.

Tier	MSRP at the time of Enrollment	Replacement Deductible	Repair Deductible*
1	\$0.00 - \$199.99	\$25.00	\$12.50
2	\$200.00 - \$349.99	\$80.00	\$40.00
3	\$350.00 - \$499.99	\$120.00	\$60.00
4	\$500.00 and above	\$200.00	\$100.00

* You may receive up to one Claim for repair of glass breakage only (with no other defects or evidence of loss or failure present) for Your Covered Equipment and You will not be required to pay a Repair Deductible.

Item 8. Accessories

- A. Accessories included: Battery; Standard Wall Charger; SD Card, and SIM Card. If the Covered Property is an iPhone, Accessories also include one standard wall/USB charger, one standard ear bud, and one standard sync cable.
B. Maximum retail value of Accessories: \$500.00

Item 9. Replacement Device.

Maximum full retail value of replacement to be charged: \$1,600.00

Item 10. This Certificate consists of the following forms:

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

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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 direct physical loss or damage to Covered Property except physical 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 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.

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 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 sixty (60) 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 loss or damage to Covered Property:

1. 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.
2. 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..
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 loss or 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 \$400.00. 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 \$400.00.
7. As often as may be reasonably required, permit us to inspect the property proving the loss or 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 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". If you paid a Repair Deductible and your Covered Property that is not repairable, is ineligible for repair, there is not an Authorized Service Facility available, or we determine that a replacement is necessary, we will inform you that a replacement device will be provided to you upon payment of the Claim Conversion Fee. The Claim Conversion Fee is the difference between the applicable Repair Deductible that you paid and the applicable Replacement Deductible. If you elect not to pay the Claim Conversion Fee, the Covered Property will not be repaired and will be returned to You by mail if You originally mailed in Your Protected Device, or will be made available to You for collection at the Authorized Service Facility and the Repair Deductible will be refunded to you.
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.

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 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 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
- 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.