



SERVICE PLAN AGREEMENT

This Plan is Underwritten by:



Trisura Guarantee Insurance Company
1610-333 Bay Street, Toronto, ON M5H 2R2
Ph (844)995-7700 email: risksolutions@trisura.com

IMPORTANT

To obtain service under this plan please contact the Plan Administrator:

Zucora Inc.
552 Clarke Road, London, Ontario N5V 3K5
1-800-388-2640 or
service.zucora.com

These Terms & Conditions apply to the following plans:

SmartOne Furniture and SmartOne Furniture Plus Plan

SmartOne Outdoor Plan

SmartOne Appliance and SmartOne Appliance Lite Plan

SmartOne Electronics Plan

SmartOne™ Service, Repair and Reselection Plan

Introduction

Throughout this SmartOne Plan document (“Plan”), the words, “Zucora”, “we”, “us”, and “our” (whether or not capitalized) refer to Zucora Inc., except in the provinces of British Columbia, Alberta, Saskatchewan where the words “we”, “us”, and “our” (whether or not capitalized), refer to Trisura Guarantee Insurance Company, who is the obligor (“Insurer”) of this Plan. Outside the province of British Columbia, this Plan is underwritten by the Insurer and administered by Zucora.

This Plan, your merchandise Sales Receipt and the Activation Card or Plan Activation Receipt provided by the selling Retailer, detail all the dispositions of this Plan concluded between us, the Insurer and the Plan Owner, “you”, “your” or “Insured” (whether or not capitalized).

This Plan must be purchased and listed together on the same Sales Receipt as the Covered Product(s). The Coverage listed in this Plan is specific to the Plan(s) Purchased and listed on the Sales Receipt.

Definitions

- (a) **Accidental Incident Coverage:** is the availability of certain services to assist with resolving accidental stains or accidental damage arising from a single incident during the Coverage Period under an eligible Plan.
- (b) **Activation Card:** a card provided to you by the selling Retailer representing the Plan you purchased in respect of the Covered Products as covered by the Plan you purchased.
- (c) **Covered Product(s):** include Covered Furniture Products, Covered Outdoor Products, Covered Appliance Products and Covered Electronics Products as included with a SmartOne Plan and detailed on the Sales Receipt provided by the Retailer for eligible coverage.
- (d) **Coverage Period:** the term that your Covered Product is eligible for services until our obligations are fulfilled in accordance with the terms of this Plan.
- (e) **Effective Date:** the date that this Plan commences and is effective until the Coverage Period end date or until the obligations under this Plan have been fulfilled.
- (f) **Extended Coverage:** is the availability of repair and/or in-store credit in the event of a Covered Product malfunction, with a Coverage Period that commences following the expiry period of not less than ninety (90) days of the original manufacturer’s warranty.
- (g) **Pet(s):** is one or more common household pet(s) (dog, cat, bird, hamster, guinea pig, reptile) that reside in the home where the Covered Furniture Product(s) are located.
- (h) **Plan, Service Plan:** is this service contract between you and us.
- (i) **Plan Activation Code:** a unique code printed on the Activation Card is used to activate your Plan.
- (j) **Plan Activation Receipt:** a digital or paper copy confirming that your Plan has been received by digital means and activated by us.
- (k) **Plan Administrator:** Zucora Inc., 552 Clarke Road, London, Ontario N5V 3K5 (1-800-388-2640).
- (l) **Retailer and Retailer ID:** the dealer selling the Covered Products and this Plan and a number written on the Activation Card identifying the Retailer.
- (m) **In-Store Credit:** an electronic voucher issued by us to help facilitate the reselection of a Covered Product.
- (n) **Sales Receipt:** a record of your purchase of the Covered Product(s) and the applicable Plan purchased with the Covered Product(s).
- (o) **Service Request:** a request or claim for services that may be available under this Plan.
- (p) **You, Your, or Plan Owner** (whether or not capitalized): is the purchaser of the Covered Product(s) and this Plan and any authorized transferee or assignee of the purchaser.
- (q) **Zucora, Our, Us, We** (whether or not capitalized): is the company obligated to perform and administer the services under this Plan.

1. Your Responsibilities

- (a) Please read these Terms and Conditions carefully so that you fully understand the Plan coverage and the services available under this Plan. There are some limits, conditions, obligations and exclusions designed to keep this Plan affordable for you and manageable for us.
- (b) This Plan is in addition to, and does not replace, the manufacturer's warranty for your Covered Product(s) and is not a maintenance plan or an insurance policy that you may otherwise have for the Covered Products.
- (c) You must maintain the Covered Product as recommended by the manufacturer's owners' manual or any product warranty.
- (d) You must keep this Plan, your Sales Receipt and the SmartOne Activation Card and/or Plan Activation Receipt you received from us or the selling Retailer as these will be required to obtain service and include information that must be provided to us at the time of processing a Service Request.
- (e) To obtain services under this Plan, you must first "activate" your Plan or have the Plan digitally activated by your Retailer. A unique Activation Code is included inside the Activation Card which you received at the time of purchase of your Plan. You will require access to the Internet, the Activation Code, the Retailer ID, an active email address and the Invoice Number to activate your Plan. If your Plan is digitally activated by your Retailer during the point-of-sale process, a unique Activation Code will be automatically assigned by us.
- (f) You acknowledge, approve and permit the collection, use and disclosure and/or dissemination of personal information provided by you so we can carry out our obligations under this Plan. This may require us to share your personal information that you have provided with our service agents, contractors and/or repair personnel.
- (g) This Plan is not refundable or renewable beyond the Coverage Period for the Plan you purchased and is limited to the Covered Product(s) purchased with this Plan.

2. How to Submit a Service Request

- (a) A Service Request to obtain services under this Plan must be submitted directly to us, **within 14 days** of the occurrence of an accidental stain, accidental damage or malfunction of the Covered Product covered by the Plan purchased. You may contact us by telephone at

1.800.388.2640 during normal business hours, by chat or by submitting a Service Request at **service.zucora.com**.

- (b) To assist us in providing the best solution for you, we may request photos, where applicable, of the accidentally stained or damaged area, or photos of the failed component or malfunction covered by the Extended Coverage for the Covered Product(s). We may, at our discretion, deliver a cleaning product to you, at no additional cost, to assist with removal of a covered stain.
- (c) Please note that Service Requests will only be considered and are subject to the following conditions:
 - (i) Your Plan has been activated prior to submitting a Service Request.
 - (ii) You provide us with a copy of the original Sales Receipt, the Plan Activation Code and the Retailer ID (which can be found on the SmartOne Activation Card or Plan Activation Receipt).
 - (iii) The Covered Products were delivered to you in stain-free and damage-free condition.
 - (iv) Any attempt to clean or repair the Covered Product is performed only as directed by us.

3. Available Plan Services

- (a) **Accidental Incident Coverage:** Where applicable, we may provide you with products or professional services to assist with **stain removal** or repair of **accidental damage** for the eligible Covered Furniture Products.
- (b) **Extended Coverage:** In the event of a malfunction or breakage, we may supply parts and/or professional services to repair **functional, mechanical or electrical** failures that occur from a single, specific incident during the Covered Product(s) normal residential usage within the Coverage Period of this Plan. Functional parts are limited to those components that are critical to the essential operation of the Covered Product.
- (c) To qualify for service, all Covered Products must be for personal and family household use only. Coverage is not provided for Covered Products located or used in public, rental properties or commercial environments.

- (d) Only cleaning, repairs or work authorized and pre-approved by Zucora are covered by this Plan.
- (e) In the event a Covered Product cannot be repaired, an In-Store Credit shall be issued to you through your retailer and any further obligations by us for the Covered Product shall immediately terminate.
- (f) If the Retailer you purchased your Product(s) and the Plan no longer exists, the maximum obligation of Zucora will be the refund of the amount you paid for this Plan.

4. SMARTONE FURNITURE PLAN and SMARTONE FURNITURE PLUS PLAN

4.1 **Covered Furniture Products:** Either the SmartOne Furniture Plan or the SmartOne Furniture Plus Plan may include one or more new, eligible Covered Furniture Products constructed of fabric, full or top grain leather, leather-look, bi-cast leather, bonded leather, vinyl and finished wood as follows:

- (a) Occasional or Accent Chair
- (b) Sofa
- (c) Loveseat
- (d) Ottoman
- (e) Sectional
- (f) Sofabed
- (g) Recliner
- (h) Dining Furniture
- (i) Bedroom Furniture
- (j) Area Rugs (Stains Only)

4.2 What is covered for SmartOne Furniture Plan:

Accidental Stain or Damage Coverage: for a period of five (5) years from date of delivery of the Covered Furniture Product(s), coverage includes the following stains or marks:

- (a) Common household foods and beverages
- (b) Human and pet bodily fluids (not including perspiration)
- (c) Household food oil and grease
- (d) Cosmetics or nail polish
- (e) Ballpoint pen ink or wax crayon
- (f) Dye transfer (newsprint and denim only)
- (g) Accidental rips, tears or cigarette burns
- (h) Liquid marks or rings, heat marks on wood
- (i) Scratches that penetrate the wood finish
- (j) Warping, lifting or bubbling of veneers from foods and beverages

- (k) Glass or mirror component that is accidentally chipped or broken from a specific incident

4.3 **Extended Failure Coverage:** for up to four (4) years of extended failure coverage following expiry of the inclusive manufacturer's original warranty period of at least one year and where components or power units fail during normal residential use and are operated in accordance with the manufacturer's guidelines. Such failures are limited to manufacturing and material defects and include the following:

- (a) Breakage of frame, joints or mechanisms
- (b) Failed motors, gear units/pistons, control modules, transformers (backup batteries excluded)
- (c) Switches, massage units, heat units and wiring connectors

4.4 **SmartOne Furniture Plus Plan Coverage:** The SmartOne Furniture Plus Plan includes the Covered Furniture Products listed in 4.1 above and the coverage included in 4.2 and 4.3 above, together with the following additional coverage:

- (a) For up to five (5) years from date of delivery of the Covered Furniture Products, **a one-time, single-incident occurrence** of Accidental Incident damage caused by a common household Pet as described in this Plan to a Covered Furniture Product.
- (b) Under the SmartOne Furniture Plus Plan Coverage, Covered Products shall also include components of case goods items that consist of marble, quartz, ceramic or concrete for a period of up to five (5) years from the date of delivery.

4.5 **Limit of Liability:** The maximum limit of liability for the repair, service and replacement of an individual Covered Furniture Product under the SmartOne Furniture Plan is limited to the purchase price paid, or five thousand dollars (\$5,000), whichever is less. The maximum limit of liability for the repair, service or replacement of an individual Covered Furniture Product under the SmartOne Furniture Plus plan is limited to the purchase price paid, or ten thousand dollars (\$10,000), whichever is less. The total maximum aggregate limit of liability for repair, service and replacement costs incurred is a maximum of thirty thousand dollars (\$30,000) for all Covered Furniture Products included with either the SmartOne Furniture or SmartOne Furniture Plus Plan.

5. SMARTONE OUTDOOR PLAN

5.1 **Covered Outdoor Products:** The SmartOne Outdoor Plan may include one or more new Covered Outdoor Products consisting of the following:

Outdoor Furniture:

- (a) Sofas Loveseats and Sectionals
- (b) Chairs and Ottomans
- (c) Loungers and Daybeds
- (d) Dining tables and Chairs
- (e) Accent Coffee & End Tables
- (f) Umbrellas and Umbrella stands

Outdoor Equipment:

- (a) Barbeque (BBQ)
- (b) Firepits
- (c) Pizza Ovens

5.2 **What is Covered for SmartOne Outdoor Plan.**

Accidental Stain or Damage Coverage: for a period of five (5) years from date of delivery of the Covered Outdoor Product(s), coverage includes the following stains or marks:

- (a) Common household foods and beverages
- (b) Human and pet bodily fluids (not including perspiration)
- (c) Household food oil and grease
- (d) Cosmetics or nail polish
- (e) Ballpoint pen ink or wax crayon
- (f) Dye transfer (newsprint and denim only)
- (g) Accidental rips, tears or cigarette burn
- (h) Liquid marks or rings, heat marks on wood
- (i) Scratches that penetrate the wood finish
- (j) Warping, lifting or bubbling of veneers from foods and beverages
- (k) Glass or mirror component that is accidentally chipped or broken from a specific incident

5.3 **Covered Outdoor Product Failure Coverage:** up to four (4) years of extended failure coverage following expiry of the inclusive manufacturer's original warranty period of at least one (1) year and where components or mechanical parts fail during normal residential use and are operated in accordance with the manufacturer's guidelines. Such failures are limited to manufacturing and material defects and include the following:

- (a) Breakage or failure of frames, joints or mechanisms
- (b) Switches, massage units, heat units and wiring connectors

5.4 **Limit of Liability:** The maximum limit of liability for the repair, service and replacement of an individual Covered Outdoor Product is limited to the purchase price paid, or five thousand dollars (\$5,000), whichever is less, to a maximum aggregate limit of liability for repair, service and replacement costs incurred is a maximum of thirty thousand dollars (\$30,000) for all Covered Outdoor Products included with the SmartOne Outdoor Plan.

6. SMARTONE APPLIANCE PLAN and SMARTONE APPLIANCE LITE PLAN

6.1 **Covered Appliance Products:** SmartOne Appliance Plans cover one or more new, eligible Covered Appliance Products as follows:

- (a) Laundry Washer
- (b) Laundry Dryer
- (c) Stacked Washer & Dryer Set
- (d) Refrigerator
- (e) Range
- (f) Dishwasher
- (g) Built-in Microwave
- (h) Freezers
- (i) Wine Coolers

6.2 **What is covered for SmartOne Appliance and SmartOne Appliance Lite Plan:**

Extended Coverage: up to four (4) years of extended failure coverage following expiry of the inclusive manufacturer's original warranty period of at least one (1) year and where components or mechanical parts fail during normal residential use and are operated in accordance with the manufacturer's guidelines. Such failures are limited to manufacturing and material defects and include the following:

- (a) Parts and labour required to repair a manufacturing defect to restore the Covered Appliance Product to functioning order, provided the breakage occurred under normal operating conditions in compliance with the Manufacturer's instructions.
- (b) Replacement of broken control buttons or knobs that prevent the Covered Appliance Product from being able to be operated.
- (c) Repair of damages caused by power surges.
- (d) Repair of damage caused by thermal stress on glass ceramic cooktops.

6.3 **Lemon Guarantee:** Where the same component of a Covered Appliance Product fails on three (3) separate occasions for the same component during the Coverage Period and we determine a fourth repair is required, at our sole discretion, we will issue an in-Store Credit in the value of the original purchase price of the Covered Appliance Product (not including taxes, delivery, other costs or exceeds the Plan's Limit of Liability).

6.4 **Food Spoilage:** A one-time food spoilage allowance of two hundred fifty dollars (\$250.00) resulting from the reported breakdown of a refrigerator or freezer during the Coverage Period. Proof of loss will be required to obtain this coverage benefit.

6.5 **Unavailable Parts:** In the event parts cannot be obtained to repair the Covered Appliance Product, we will issue an In-Store Credit in the value of the original purchase price less any service-related costs (not including taxes, delivery, other costs or exceeds the Plan's Limit of Liability).

6.6 **Limit of Liability:** The maximum number of items included and eligible for Coverage with a SmartOne Appliance Plan is as follows:

- (a) **SmartOne Appliance Plan:** The maximum limit of liability for the repair, service and replacement of an individual Covered Appliance Product is limited to the purchase price paid, or five thousand dollars (\$5,000), whichever is less, to a maximum aggregate limit of liability for repair, service and replacement costs incurred is a maximum of thirty thousand dollars (\$30,000) for all Covered Appliance Products included with the SmartOne Appliance Plan.
- (b) **SmartOne Appliance Lite Plan:** The maximum limit of liability for the repair, service and replacement of a single individual Covered Appliance Product is limited to the purchase price paid, or one thousand dollars (\$1,000), whichever is less, for the Covered Appliance Product included with the SmartOne Appliance Lite Plan.

7. SMARTONE ELECTRONICS PLAN

7.1 **Covered Electronics Products:** SmartOne Electronics Plans cover one or more new, eligible Covered Electronics Products as follows:

- (a) Flat Screen TVs
- (b) Home Audio and Video Units

7.2 **What is covered for SmartOne Electronics Plan:**

Extended Coverage: up to two (2) years of extended failure coverage following expiry of the inclusive manufacturer's original warranty period of at least one (1) year and where components or mechanical parts fail during normal residential use and are operated in accordance with the manufacturer's guidelines. Such failures are limited to manufacturing and material defects and include the following:

- (a) Parts and labour required to repair a manufacturing defect to restore the hardware of the Covered Electronics Product to functioning order, provided the breakage occurred under normal operating conditions in compliance with the Manufacturer's instructions.
- (b) Replacement of broken control components such as remote-control units, speakers, or related equipment.
- (c) Repair of damages caused by power surges.

7.3 **Lemon Guarantee:** Where the same component of a Covered Electronics Product fails on three (3) separate occasions for the same component during the Coverage Period and we determine a fourth repair is required, at our sole discretion, we may issue an In-Store Credit in the value of the original purchase price (not including taxes, delivery, other costs or exceeds the Plan's Limit of Liability).

7.4 **Limit of Liability:** The maximum limit of liability for the repair, service and replacement of an individual Covered Electronics Product is limited to the purchase price paid, or five thousand dollars (\$5,000), whichever is less, to a maximum aggregate limit of liability of up to thirty thousand dollars (\$30,000) for all Covered Electronics Products included with the Plan.

8. What is Not Covered for All Plans

Service Requests cannot be accepted by us for any of the following:

- (a) Anything not specifically identified or included as covered as defined above.
- (b) Failure to comply with the manufacturer's instructions for use, cleaning or maintaining the Covered Product.
- (c) Damage to motorized components resulting from improper installation, moisture, liquid spills, lightning, power failures, or physical damage.
- (d) Normal use, abuse, misuse, mishandling or neglect, unauthorized modifications or alterations to any Covered Product.
- (e) Wear and tear caused by repeated use, scratches, scuffs, accumulated soiling, rust, build-up of perspiration and body or hair oils, mold, mildew, fading or any colour variation, noises, squeaks or odours of any kind.
- (f) Coverage does not include defects of non-functional parts, cosmetic damage of any kind, including but not limited to cabinets, door seals, knobs (except as specified under Section 7.2), handles, drawers, shelves, hinges, antennas, adapters, headphones, power cords, batteries, USB ports, fuses, insulation, exterior wiring, bulbs, filters, hoses, protective glass or housing, glass beads, firepit stones or parasol bases.
- (g) Routine maintenance or failure to follow manufacturer's recommended maintenance such as cleaning, changing filters, clogged drains, clogged gas lines or related BBQ/Firepit heating sources, faulty connections, adjustments of controls, consumer education or any costs or damage related to installation and/or reinstallation of the Covered Product.
- (h) Motor oil and mechanical or any type of grease that is not otherwise specified in section 5.2.
- (i) Natural markings or characteristics in leather that cause appearance variations.
- (j) Except as specified under Section 5.3 (a), any damage caused by insects, rodents or other animals or infestations is not covered.
- (k) Repeated incidents or accumulation of human and/or pet bodily fluid or waste stains (including, but not limited to incontinence) and/or repeated incidents of pet damage is considered abuse, misuse or neglect of the Covered Product and such incidents are not covered under this Plan.
- (l) Separating or stretching of any covering material, stress tear, seam separation, unravelled stitching, material flaws, fabric pulls, fabric pilling or deterioration of any material components, foam compression, webbing straps, dust or accessory covers, or decking materials.
- (m) Cracking or peeling of any material.
- (n) Covered Products damaged in transit, damaged during moving inside or outside.
- (o) Paint, bleach, permanent dyes, corrosives, nail polish remover, acids, permanent inks, wax, markers or gum.
- (p) Non-colourfast materials, shagreen or faux shagreen materials.
- (q) Any X-coded fabrics or products made of natural materials such as 100% cotton, silk, virgin wool or natural, unfinished, nubuck or naked leathers.
- (r) Except as provided in Section 5.3 (b) for SmartOne Furniture Plus Plan Coverage, any unfinished natural wood, metal, chrome, ceramic, quartz, marble or similar materials are not covered.
- (s) Any Covered Product sold in an "as-is", refurbished or used condition, include floor models, demonstration or rental products.
- (t) Use of Covered Products in public areas, rental or commercial uses or in storage.
- (u) Damage covered by any manufacturer warranty, other protection/service plan or insurance program.
- (v) Acts of God, fraud, intentional acts, war or hostilities of any kind or external causes of any kind, including third party actions, fire, theft, insects, animals (other than pets with the SmartOne Furniture Plus Plan), exposure to weather conditions including, but not limited to windstorms, rain, excessive heat, sand, dirt, snow, hail, earthquake, flood, water or consequential loss of any nature.
- (w) Loss of use during the period a Covered Product is unavailable, awaiting parts or the unavailability of service technician to repair the Covered Product.
- (x) Loss of data, music, files, software, applications or any other information or systems related to any Covered Product.
- (y) Software-related issues.

9. Service Procedures

Accidental Incident Service Procedures for Covered Products include the following steps:

- (a) For accidental stain incidents (for Furniture and Outdoor Plans), we will send, if we deem appropriate, at no cost to you, our proprietary stain removal product(s) to assist with stain removal.
- (b) If the accidental damage or stain persists, we will arrange to have the Covered Product serviced at your location by a professional technician at no additional charge to you.
- (c) If we determine that stain removal or damage repair must be made away from your location, the Covered Product will be removed, cleaned or repaired and returned at no additional charge to you. Additional mileage charges will apply for technician travel if located outside a 100km radius of a current Retailer location.
- (d) If our technician cannot remove the stain or repair the accidental damage, we will replace the damaged portion of the Covered Product subject to the availability of the replacement parts.
- (e) Parts used to repair a Covered Product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the Covered Product within the remaining limit of liability amounts. We cannot guarantee the time frame in which the repairs will be completed.
- (f) We are not responsible for variations in dye lot of any replacement items, materials or products.
- (g) If replacement parts cannot be obtained or the accidental damage or mechanical or electrical failure to the Covered Product cannot be repaired, we will provide you with an in-store credit towards the reselection of the Covered Product with a similar item of comparable value of the original purchase price (excluding taxes, delivery, service-related costs or any other costs incurred). Any additional price difference is your responsibility. Any lower price difference from the original value is not refundable. In-store credit applies to the stained or damaged Covered Product only and does not include multiple pieces or sets of furniture or appliances that may have been purchased at the same time as the Covered Product. If required, the original Covered Product must be returned

to the Retailer from which it was purchased. We will issue you a In-Store Credit to exchange the Covered Product with a replacement item obtained from the Retailer where the original Covered Item was purchased. The reselection must be completed within thirty (30) days of issuance, otherwise the maximum liability is the amount paid by you for this Plan (excluding taxes).

- (h) With the reselection of any Covered Product, our obligations will have been fulfilled and no further service will be provided for the specific Covered Product that was replaced.

11. Legal Disclosures

- 11.1 **Dispute Resolution:** You agree that all individual Service Requests, claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation or in equity or otherwise, and whether your dispute is with us, the Obligor, Insurer or the Retailer, will be settled by impartial arbitration in accordance with the Canadian Arbitration Association Arbitration Rules. The arbitration shall be held in London, Ontario and shall proceed in accordance with the provisions of the Arbitration Act of Ontario. Judgment upon arbitrator may be entered in any court having jurisdiction. You agree to share equally in the cost of arbitration and to abide by the Arbitrator's decision.
- 11.2 **Claims:** All claims and/or disputes must be submitted directly to us. The Retailer is not responsible for any claims or service obligations provided under this Plan.
- 11.3 **Entire Agreement:** This Plan, together with your Sales Receipt or other proof of purchase and the Activation Card or Plan Activation Receipt related to the Covered Product(s) shall collectively constitute the entire Plan and our obligations for coverage. These documents will confirm your eligibility to receive service under this Plan. Your Sales Receipt describes the Covered Product(s) and the Coverage Period of this Plan. No verbal or written representations by any Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.
- 11.4 **Severability:** You agree to reasonably cooperate with us in our efforts to provide the services under this Service Plan. Any provision contained herein which is found to be contrary to any law shall be deemed null and void; however, the remaining provisions of this Plan shall continue in full force and effect.

11.5 **British Columbia Residents:** The British Columbia Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to a customer in writing prior to the customer entering a financial transaction.

- (a) This transaction is between the Plan Owner and Trisura Guarantee Insurance Company.
- (b) In arranging the transaction described above, the Retailer, by whom the sales associate is employed, is representing Trisura Guarantee Insurance Company.
- (c) The nature and extent of the interest of the Retailer in Trisura Guarantee Insurance Company is none.
- (d) Upon completion of this transaction, the Retailer will be remunerated by Trisura Guarantee Insurance Company through a fee paid out of the purchase price of the contract.
- (e) The Financial Institutions Act prohibits Trisura Guarantee Insurance Company, the Retailer and/or the sales associate from requiring the Plan Owner to transact additional or other business with the Retailer, financial institution or any other person or corporation as a condition of this transaction.
- (f) Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

11.6 **Statutory Conditions: British Columbia, Alberta & Saskatchewan Residents:** In the event that any loss or damage to property insured by this Policy occurs in a jurisdiction wherein the Statutory Conditions differ from those set out herein, the Statutory Conditions applicable in such jurisdiction shall apply to such loss or damage.

- (a) **Action:** Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this Policy shall be absolutely barred unless commenced within 1 year after the loss or damage occurs.
- (b) **Appraisal:** In the event of a disagreement as to the value of the property covered, 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 Policy whether the right to recover on the Policy is disputed or not, and independently of all other questions. There

shall be no right to an appraisal until a specific demand for an appraisal is made in writing and until after proof of loss has been delivered.

- (c) **Cancellation:** As the premium for this Policy is fully earned at the time of issue, this Policy cannot be cancelled by either party.
- (d) **Change of Interest:** The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.
- (e) **Entry, Control, Abandonment:** After loss or damage to covered 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 shall not be entitled to the control or possession of the covered property, and without the consent of the Insurer there can be no abandonment to it of covered property.
- (f) **Fraud:** A fraud or a wilfully false statement in a statutory declaration in relation to the above particulars, shall vitiate the claim of the person making the declaration.
- (g) **Material Change:** A change material to the risk and within the control and knowledge of the Insured shall avoid the Policy as the part affected by it, 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 Policy, or may notify the Insured in writing that, if the Insured desires the Policy to continue in force, the Insured shall, within 15 days of the receipt of the notice, pay to the Insurer an additional premium; and in default of such payment, the Policy shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid.

- (h) **Misrepresentation:** Where a person applying for insurance falsely describes the property to the prejudice of the Insurer or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the Policy is void as to property in relation to which the misrepresentation or omission is material.
- (i) **Notice:** A 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 Policy by letter personally delivered to him or her or by registered mail addressed to him or her at his or her latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside of Canada.
- (j) **Property of Others:** Unless otherwise specifically stated in the Policy, 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 Policy.
- (k) **Salvage:** The Insured in the event of any loss or damage to any property covered under the Policy, shall take all reasonable steps to prevent further damage to any such property so damaged.
- (l) **When Loss Payable:** The loss shall be payable within 60 days after completion of the proof of loss, unless the Policy provides for a shorter period.
- (m) **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 Policy 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 part of the insurance money is payable.

12. Statutory Conditions for Quebec Customers Only Statements:

- 12.1 Representation of risk (Article 2408 CCQ) You are bound to represent all the facts known to you which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but you are not bound to represent facts known to the Insurer or which from their notoriety they are presumed to know, except in answer to inquiries.
 - 12.2 Misrepresentations or concealment (Articles 2410, 2411 and 2466 CCQ) Any misrepresentation or concealment of relevant facts mentioned in section 12.1 (Representation of risk) by you nullifies the contract at the instance of the Insurer, even with respect to losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured is established or unless it is established that the Insurer would not have covered the risk if it had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium it collected bears to the premium it should have collected.
- ## 13. General Provisions
- 13.1 Insurable interest (Articles 2481 and 2484 CCQ) A person has an insurable interest in a property where the loss or deterioration of the property may cause them direct and immediate injury. It is necessary that the insurable interest exists at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.
 - 13.2 Assignment (Articles 2475 and 2476 CCQ) This Policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property. Upon the death or bankruptcy of the Insured or the assignment of their interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to their performing the obligations to which the Insured was bound.
 - 13.3 Currency All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

14. Losses

- 14.1 Notice of Loss (Article 2470 CCQ) The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as they become aware of it. Any interested person may give such notice. In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.
- 14.2 Information to be provided (Article 2471 CCQ) The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; they shall also provide them with vouchers and swear or attest under oath as to the veracity of the information. Where, for a serious reason, the Insured is unable to fulfill such obligation, they are entitled to a reasonable time in which to do so. If the Insured fails to fulfill their obligation, any interested person may do so on their behalf.
- 14.3 False representation (Article 2472 CCQ) Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates. However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

15. Compensation and Settlement

- 15.1 Time of payment (Articles 1591, 2469 and 2473 CCQ) The Insurer shall pay the indemnity within sixty (60) days after receiving the notice of loss or, at their request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

15.2 Limitation of actions (Article 2925 CCQ) Every action or proceeding against the Insurer under this Policy shall be commenced within three (3) years from the date the right of action has arisen.

15.3 Subrogation (Article 2474 CCQ) Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this Policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from its obligation towards the Insured where, owing to any act of the Insured, it cannot be so subrogated.

15.4 Other Insurance (Article 2496 CCQ) The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of their choice, each being liable only for the amount it has contracted for. No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured. Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

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