AppleCare+ for Schools (iPad)
AppleCare+ for Schools (Mac)

Insurer: **AIG Insurance Company of Canada**
Head Office: 120 Bremner Boulevard, Suite 220, Toronto, Ontario, Canada M5J 0A8

NOTE ON CONSUMER LAW:

THE BENEFITS CONFERRED BY THIS INSURANCE POLICY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS POLICY SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

Terms & Conditions – Province of Québec

Thank you for buying AppleCare+ for Schools, **an insurance policy underwritten by AIG Insurance Company of Canada (AIG)**, who agrees to insure Your iPad or Mac according to the terms and conditions contained in this Policy.

AppleCare+ for Schools covers You for repair or replacement of Your device in the event of defects in materials and workmanship, Battery Depletion, or Accidental Damage, and access to Technical Support from Apple.

This Policy is sold by Apple and Apple Authorized Resellers. Apple, on AIG's behalf, will also receive claims and handle any customer service complaints You may have (full details of this are in section 13).

AppleCare+ for Schools does not cover You for loss or theft of Your device.

1. Definitions

Any word or expression which appears capitalized in this Policy is defined in this definitions section and has the same meaning whenever it is used throughout this Policy.

1.1. "Accidental Damage" means physical damage, breakage, or failure of Your Covered Equipment due to accidental damage from handling resulting from an unexpected and unintentional external event (e.g., dropping the Covered Equipment or through liquid contact). The damage must affect the functionality of Your Covered Equipment, which includes cracks to the display screen that affect the visibility of the display.

1.2. "Accidental Damage Coverage" means the coverage providing for repair or replacement of Your Covered Equipment due to Accidental Damage.

1.3. "AIG" means AIG Insurance Company of Canada, an insurer incorporated and existing under the laws of Canada with offices at 120 Bremner Boulevard, Suite 2200, Toronto, ON M5J 0A8.

1.4. "Apple" means Apple Canada Inc., with offices at 120 Bremner Boulevard., Suite 1600, Toronto, Ontario M5J 0A8 (or its appointed agents), who distributes, sells, and administers this Policy, and who receives claims and handles customer service complaints on AIG's behalf.

1.5. "Apple Authorized Reseller" means a third party authorized by Apple to sell or lease You the Covered Equipment and that has entered into an agreement with AIG to sell this Policy at the same time as selling or leasing You Your Covered Equipment.

1.6. "Apple Authorized Service Provider" means a third-party service provider appointed as Apple's agent to handle claims on AIG's behalf. A list of these providers can be found through locate.apple.com/ca/fr/ or locate.apple.com/ca/en/.

1.7. “Apple Limited Warranty” means the voluntary manufacturer’s warranty provided by Apple (under separate terms of service) to purchasers or lessees of Covered Equipment, which provides benefits that are in addition to, and not instead of, rights provided by consumer law.

1.8. “Arrears Notice” means the notice that Your Payment Plan Provider issues to You notifying You that You have failed to pay an Installment and/or that You are in default under the Payment Plan Agreement for failure to pay Installments.

1.9. “Battery Depletion” means, in relation to Covered Equipment which uses an integrated rechargeable battery, when the capacity of the Covered Equipment’s battery to hold an electrical charge is less than eighty percent (80%) of its original specification.

1.10. “Consumer Software” means the Apple-branded software applications that are pre-installed on or designed to operate with the Covered Equipment.

1.11. “Covered Equipment” means the Apple product(s) (Mac (including Mac Accessories) or iPad (including iPad Input Devices)) listed on Your POC certificate or Your proof of purchase, as well as the original accessories supplied in the same box. The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorized Reseller. Where legal ownership of the Covered Equipment has been transferred to You, the Policy must have been transferred to You pursuant to section 11. Covered Equipment includes any replacement product provided to You by Apple under clause 4.1.2 of this Policy.

1.12. “Deductible” means the relevant deductible for the Covered Equipment payable by You for each Accidental Damage claim You make under this Policy as stated in clause 4.4.

1.13. “Hardware Coverage” means the coverage providing for repair or replacement of Your Covered Equipment due to defects in materials and workmanship and Battery Depletion.

1.14. “Installment” means any sum payable by You under a Payment Plan Agreement.

1.15. “Insured Event” means (a) Accidental Damage to Your Covered Equipment, (b) Hardware Coverage for Your Covered Equipment, and/or (c) the need to use Technical Support, which occurs during the coverage period.

1.16. “iPad Input Device” means one Apple Pencil, one Apple Pencil Pro, and/or one Apple-branded iPad keyboard used with, and compatible with, the Covered Equipment.

1.17. “macOS” means the Apple-branded operating system of the Covered Equipment.

1.18. “Mac Accessories” means an Apple-branded mouse, Magic Trackpad, and keyboard if included with a Mac (or purchased with a Mac mini, Mac Pro, or Mac Studio), Apple memory modules (RAM), and an Apple USB SuperDrive, if used with a Mac and originally purchased no earlier than two (2) years before the covered device purchase.

1.19. “Monthly Pay Policy” means a Policy that provides coverage for a fixed coverage period as stated on the POC certificate and paid for in monthly installments via a Payment Plan Agreement beginning on the Plan’s original purchase date as specified on the original sales receipt.

1.20. “Payment Plan Agreement” means the agreement between You and Your Payment Plan Provider to fund Your payment of the full Premium for a Policy by Installments.

1.21. “Payment Plan Provider” means the party with whom You have entered into Your Payment Plan Agreement, which includes Apple, an Apple Authorized Reseller, or a third-party financing institution.

1.22. “POC certificate” means the proof of coverage document which You will receive when You purchase this Policy, which includes Your insurance details and the serial number of the Covered Equipment to which

this Policy applies. If You have purchased this Policy in an Apple retail store or from an Apple Authorized Reseller, the original sales receipt may also be Your POC certificate.

1.23. "Policy" means this insurance document setting out the AppleCare+ for Schools terms and conditions for Your Single-Pay or Your Monthly Pay Policy (as stated on the POC Certificate), which, together with the original sales receipt for this Policy and the POC certificate You received when You purchased AppleCare+ for Schools, forms Your legal contract of insurance with AIG.

1.24. "Premium" means the amount which You agree to pay for coverage under this Policy as set out on the sales receipt for this Policy. For greater certainty, the Premium is exclusive of any Sales Tax payable by You.

1.25. "Sales Tax" means the sales tax on insurance premium which is payable in respect of the Premium at the rate applicable on the date of purchase of the Policy in accordance with Title III of the *Act respecting the Québec sales tax*, as set out on Your sales receipt for this Policy.

1.26. "Single-Pay Policy" means a Policy paid for on a one-time basis by You or via a Payment Plan Agreement for the coverage period stated on the POC certificate.

1.27. "Technical Support" means Apple technical assistance if Your Covered Equipment ceases to work correctly, for which Apple may otherwise charge a pay-per-incident fee.

1.28. "You/Your" means the person who owns or leases the Covered Equipment and any person to whom a Policy is transferred pursuant to section 11.

2. The Policy

2.1. Your Policy is made up of this insurance document setting out the terms and conditions of Your coverage under AppleCare+ for Schools, the original sales receipt for this Policy, and Your POC certificate. Please check them carefully to make sure they give You the cover You want. If Your needs change or any of the information on which the Policy is based changes, Apple and AIG may need to update their records, and the details on Your POC certificate may need to be altered.

2.2. Should You need to obtain a replacement POC certificate or obtain a copy of Your insurance details, visit mysupport.apple.com/products, and follow the instructions.

3. Policy Type and Coverage Period

3.1. Whether You have purchased a Single-Pay Policy or a Monthly Pay Policy, Your Policy type and coverage period will be set out on Your sales receipt and POC certificate. The Premium and any applicable Sales Tax must be paid by credit card, debit card, or other authorized payment source, e.g., Apple Pay, (the "Payment Source"). If Your payment has not completed correctly (for example, if Your payment debit or credit card fails), You will be informed and You will need to take action to complete the payment. If an Insured Event occurs and Your payment has not been completed, You will not be entitled to receive coverage.

3.2. For both Policy types, Your Accidental Damage Coverage, Hardware Coverage, and Technical Support start from the date You purchase Your Policy. This means that if You purchase AppleCare+ for Schools after You purchase or begin to lease Your Covered Equipment, You will only receive Accidental Damage Coverage, Hardware Coverage, and Technical Support from that date. Your Policy purchase date is shown on the original sales receipt for Your Policy.

3.3. Single-Pay Policy: Your Policy term is fixed as set forth on Your POC certificate. AIG, or Apple on AIG's behalf, is not obligated to renew Your Single-Pay Policy. If AIG, or Apple on AIG's behalf, does offer to renew, it will determine the price and terms.

3.4. Monthly Pay Policy: Your Policy term is fixed as set forth on Your POC certificate and is paid for on a monthly basis.

3.5. Your coverage under both Policy types may end earlier if You have exercised Your right to cancel at any time for any reason under section 10, or if it is cancelled by AIG in accordance with the terms of this Policy.

3.6. This Policy does not cover You for damage to the Covered Equipment from an Insured Event which occurred before this Policy was purchased or after the Policy has been cancelled or otherwise terminated.

4. Coverage

4.1. **Accidental Damage Coverage and Hardware Coverage**. If You make a valid claim under the Accidental Damage Coverage or Hardware Coverage element of this Policy, AIG will arrange for Apple either:

4.1.1. to repair the Covered Equipment using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements; or

4.1.2. if it would not be practical or economically viable to perform a repair, to supply a replacement for the Covered Equipment with a new Apple-branded device or device comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements. All replacement products provided under this Policy will have the same or substantially similar features (e.g., a different model, or the same model in a different colour, with the same or enhanced technological or functional features or capabilities) as the original Covered Equipment (subject to applicable Consumer Software updates), or at Apple's option, the replacement product will be the same or more recent model but with different technological or functional features or capabilities as the original Covered Equipment. For any Covered Equipment, replacement accessories may differ in material and colour, subject to availability. The replacement Apple- or Beats-branded device will become the new Covered Equipment under this Policy. In the event of a replacement, Apple or the Apple Authorized Service Provider will keep the original Covered Equipment, which will become Apple's property. Apple or the Apple Authorized Service Provider may use devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Equipment or original parts were sourced.

4.2. If repair or replacement under clauses 4.1.1 and 4.1.2 are not possible or available, AIG will reimburse You with Apple store credit, an Apple gift card, or bank transfer in the amount equal to Apple's current retail price for the original Covered Equipment (or, if Apple does not currently sell the Covered Equipment model, the retail price at which Apple last sold the Covered Equipment model), or the amount paid for the Covered Equipment as shown on the original proof of purchase, whichever is greater. In the event a reimbursement is made in accordance with this clause, the original Covered Equipment will become Apple's property and Your Policy will automatically cancel as You are no longer in possession of the Covered Equipment.

4.3. If a repair or replacement is provided to You under clause 4.1.1 or 4.1.2, Apple, or the Apple Authorized Service Provider, may install the latest software and operating system that is applicable to the Covered Equipment (if any) as part of coverage provided by this Policy. If applicable, third-party applications installed on the original Covered Equipment may not be compatible with the Covered Equipment as a result of the software and operating system update. If You make a claim in a different county from that in which You bought or leased the Covered Equipment, Apple or the Apple Authorized Service Provider may repair or replace products and parts with locally comparable products and parts.

4.4. **Deductible**. Each time You receive service for Accidental Damage Coverage is a "Service Event," subject to the Deductibles described below. In relation to each valid claim for Accidental Damage Coverage that You make under this Policy, before You are entitled to the benefits in clauses 4.1 through 4.3, You will have to pay the applicable Deductible set out below towards the cost of the claim. The Deductible can be paid to Apple or to the Apple Authorized Service Provider by an authorized Payment Source.

The following Deductibles apply to each Service Event:

iPad:	
iPad Input Device	
Apple Pencil:	CA$39
Apple Pencil Pro:	CA$39
Apple-branded iPad keyboard:	CA$39
Screen-Only Damage (iPad Air 11” (M4, M3, M2), iPad Air 13” (M4, M3, M2), iPad Pro 11” (M5, M4), iPad Pro 13” (M5, M4), iPad (A16), iPad mini (A17 Pro), iPad mini (A20 Pro) models only):	CA$39
Other Accidental Damage (iPad Air 11” (M4, M3, M2), iPad Air 13” (M4, M3, M2), iPad Pro 11” (M5, M4), iPad Pro 13” (M5, M4), iPad (A16), iPad mini (A17 Pro), iPad mini (A20 Pro)):	CA$129
Other Accidental Damage (all other models):	CA$49

Mac:	MacBook Neo 13” (A18 Pro)	Mac (all other models)
Tier 1 ADH Service Event - Display-Only ADH Damage - Bottom Enclosure-Only ADH Damage	CA$69	CA$129
Tier 2 ADH Service Event - All Other ADH Damage	CA$209	CA$379

**Deductibles do not include applicable sales taxes payable by You, if any.*

Please note that if You make an Accidental Damage Coverage claim in a country other than Canada under this Policy, the Deductible, or equivalent local fees, may need to be paid in that country’s currency and at that country’s applicable rate. For further details, please visit apple.com/ca/legal/sales-support/applecare/education/ and select the appropriate device and location in which You seek service to view the applicable terms and fees.

Specific Terms for iPad and iPad Input Device

An Accidental Damage Coverage claim for an iPad Input Device is a separate claim from any Accidental Damage to Your iPad even if both Your iPad and iPad Input Device are damaged at the same time and each claim is subject to the applicable Deductible specified above.

For all iPad Screen-Only Accidental Damage claims, the Covered Equipment must have no additional damage other than to the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Equipment. Covered Equipment with additional damage will be categorized as iPad Other Accidental Damage claims and subject to the iPad Other Accidental Damage Policy Deductible. An iPad Screen-Only Accidental Damage claim is subject to the Screen-Only Accidental Damage Policy Deductible as set forth in the table above.

If You elect to use Express Replacement Service (“ERS”) for an iPad Screen-Only Accidental Damage claim, Your claim will be categorized as iPad Other Accidental Damage for the Accidental Damage Coverage service.

iPad Screen-Only Accidental Damage claims (i.e., repairs) and Deductibles are only applicable on specific iPad models as specified in the table above.

Specific Terms for Mac

If Your covered device is a Mac, for the Service Events and respective tiers in the table above, “Display” includes the glass screen and outer lid case (if applicable). “Bottom Enclosure” includes the case where the keyboard is located, the keyboard itself, and the bottom outer case (if applicable).

For Tier 1 ADH Service Events, the Display-Only or Bottom Enclosure-Only Damage Deductibles in the table above will apply to each Service Event. The covered device must have no additional damage other

than the Display-Only or Bottom Enclosure-Only Damage that would prevent Apple from repairing the Display or Bottom Enclosure. Covered devices with additional damage will be charged the price of the Tier 2 ADH Deductible.

4.5. **Claims Limit.** Each covered device is eligible for up to two (2) Service Events every twelve (12)-month period from the date of Your Policy purchase as specified on the original sales receipt. Any unused Service Events will expire and You will get two (2) new ADH Service Events to use within the next twelve (12)-month period of continued coverage. All other Policy benefits continue throughout.

4.6. **Technical Support.** If You make a valid claim under this clause of Your Policy, You will receive priority access to the Apple Technical Support helpline if Your Covered Equipment ceases to work correctly. Technical Support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages, and determining when Hardware Service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this clause, the term "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

Technical Support is limited to the Covered Equipment, the Apple-branded Operating System ("OS"), the Consumer Software, and connectivity issues between the Covered Equipment and a laptop or desktop computer that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment. Exclusions apply as described below.

5. Exclusions

5.1. **Accidental Damage Coverage and Hardware Coverage.** Apple may restrict service for Accidental Damage Coverage and Hardware Coverage to the country where the Covered Equipment was originally purchased. Installation of third-party parts may affect Your coverage. As a condition of receiving Accidental Damage Coverage or Hardware Coverage services, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. The restriction does not prejudice Your consumer law rights.

The Accidental Damage Coverage and Hardware Coverage under this Policy does not cover You for:

5.1.1. a product that is not the Covered Equipment;

5.1.2. damage caused by a product that is not Covered Equipment, including third-party parts or accessories used with the Covered Equipment;

5.1.3. damage caused by:

5.1.3.1. abuse or misuse, meaning intentionally caused damage, including knowingly using the Covered Equipment for the purpose or in the manner for which it was not intended;

5.1.3.2. actual, or attempted, modification or alteration of the Covered Equipment; or

5.1.3.3. service or repair (including upgrades) performed by anyone who is not Apple or an Apple Authorized Service Provider;

5.1.4. Covered Equipment with a serial number that has been altered, defaced, or removed, or Covered Equipment that has been opened, serviced, modified, or altered by anyone other than Apple or an authorized representative of Apple, or Covered Equipment that contains component parts that are not authorized by Apple;

5.1.5. the loss or theft of Your Covered Equipment;

5.1.6. Covered Equipment (including all major components) that is not returned to Apple;

5.1.7. cosmetic damage to the Covered Equipment which does not affect the functionality of the Covered Equipment, including, but not limited to, hairline cracks, scratches, dents, broken plastic on ports, and discolouration;

5.1.8. damage or failure caused by normal wear and tear and/or usage of the Covered Equipment;

5.1.9. damage caused by fire, earthquake, or other external causes;

5.1.10. to install, remove, or dispose of the Covered Equipment or the equipment provided to You while the Covered Equipment is being serviced;

5.1.11. if Your covered device is a Mac, to protect against excessive or catastrophic physical damage to Covered Equipment (e.g., products that have been crushed or bent) or excessive or catastrophic damage to Covered Equipment caused by liquid contact (e.g., products that have been partially or wholly submerged in liquid);

5.1.12. if Your covered device is a Mac, to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health;

5.1.13. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Policy, including any unauthorized access or unauthorized use of such system, a denial-of-service attack, or receipt or transmission of malicious code; or

5.1.14. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial-of-service attack, or receipt or transmission of malicious code.

5.2. **Technical Support.** The Technical Support under this Policy does not cover You for:

5.2.1. the use or modification of the Covered Equipment or Consumer Software in a manner for which it is neither intended to be used nor modified according to the user manual, technical specifications, or other guidelines published on the Apple website for the Covered Equipment;

5.2.2. issues that could be resolved by upgrading software (including the Consumer Software) to the latest version;

5.2.3. third-party products or other Apple-branded products or software (other than the Covered Equipment or Consumer Software) or the effects of such products on or interactions with the Covered Equipment or Consumer Software;

5.2.4. the use of a computer or operating system that is unrelated to Consumer Software or connectivity issues which do not originate from the Covered Equipment;

5.2.5. OS software or any Consumer Software designated as “beta”, “prerelease”, “preview”, or similarly labeled software;

5.2.6. damage to or loss of any software or data residing or recorded on the Covered Equipment;

5.2.7. recovery and reinstallation of software programs and user data;

5.2.8. if Your covered device is a Mac, for macOS software for servers, except when using the graphical interface for server administration and network management issues on macOS Server on a covered device;

5.2.9. if Your covered device is a Mac, for use or modification to the Covered Equipment, the macOS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;

5.2.10. advice that relates to everyday use of the Covered Equipment where there is no underlying problem with its hardware or software;

5.2.11. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software components thereof that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Policy, including any unauthorized access or unauthorized use of such system, a denial-of-service attack, or receipt or transmission of malicious code; or

5.2.12. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial-of-service attack, or receipt or transmission of malicious code.

6. General Conditions

6.1. To have the full protection of Your Policy, You must comply with this section as well as sections 7, 8, and 9, which are conditions of this Policy. Failure to comply with these conditions may result in Your claim being declined.

6.2. The following conditions apply to this Policy:

6.2.1. **Original Parts.** As a condition of receiving Accidental Damage Coverage or Hardware Coverage, all Covered Equipment must be returned to Apple in its entirety, including all original parts or Apple-authorized replacement components.

6.2.2. **Coverage Exclusions.** Coverage under Your Policy is subject to those exclusions set out in section 5.

6.2.3. **Premium Payment and Coverage.** The Premium and any applicable Sales Tax must be paid before You can receive Accidental Damage Coverage, Hardware Coverage, or Technical Support, and no claim will be met under this Policy if the Premium and any applicable Sales Tax have not been paid in full.

For Monthly Pay Policies, if You agree to pay the Premium by Installments, You will be required to enter into a Payment Plan Agreement with a Payment Plan Provider, and You can receive the Accidental Damage Coverage, Hardware Coverage, or Technical Support from the time You enter into the Payment Plan Agreement. You must pay Your Installments in accordance with the terms and conditions of Your Payment Plan Agreement.

6.2.4. **Non-Payment of Installments.** For Monthly Pay Policies**,** where You pay the Monthly Pay Policy Premium by Installments, and You have not paid Your Installment arrears by the date requested in the Arrears Notice, the Payment Plan Provider may request that AIG cancel Your Policy. AIG will cancel Your Policy with immediate effect on receipt of such a request.

Where You fail to pay any Installments by the date due and You are in arrears under the Payment Plan Agreement, You will not be entitled to receive Accidental Damage Coverage, Hardware Coverage, or Technical Support in respect of the Covered Equipment until You pay the Installment arrears in full.

6.2.5. **Your Duty of Care.** You shall take all reasonable precautions to protect the Covered Equipment against an Insured Event and shall use and maintain the Covered Equipment in accordance with its instructions.

6.2.6. **Your Residence and Age**

6.2.6.1. You are only entitled to purchase this Policy if You have Your main residence in the Province of Quebec and You are aged eighteen (18) years or over on the date of purchase of this Policy.

6.2.7. **Other Insurance.** If You have another insurance policy in respect of the Covered Equipment in force during the Coverage Period, then You can still make a claim under this Policy because AIG agrees to provide coverage to You irrespective of, and without regard to, any other policy.

7. How to Make a Claim

7.1. **For Accidental Damage Coverage and Hardware Coverage.** You must report Your claim as soon as possible by visiting an Apple retail store or Apple Authorized Service Provider, by accessing support.apple.com/fr-ca or support.apple.com/en-ca, or telephoning Apple at 1-800-263-3394. Apple will require Your Covered Equipment serial number before providing assistance. Your claim will be settled by means of the options set out in clause 7.4.

7.2. For devices with storage media, during the Accidental Damage Coverage or Hardware Coverage service, Apple or the Apple Authorized Service Provider will delete any data held within the Covered Equipment and reformat the storage media. You should back up all data on a regular basis and prior to making a claim where possible.

7.3. If requested, You must produce the proof of purchase for Your Covered Equipment and Your POC certificate in order to validate that Your Apple product is Covered Equipment.

7.4. Valid claims for Accidental Damage Coverage and Hardware Coverage can be made using one of the following options:

7.4.1. **Carry-in service.** Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple retail store location or to an Apple Authorized Service Provider ("AASP") that offers carry-in service. Service will be performed for You at the store, or the store may send the Covered Equipment to an Apple repair service ("ARS") site for service. You must promptly retrieve the Covered Equipment.

If You return the Covered Equipment to an Apple retail store, some repairs can be completed on the spot. It is advisable to make a reservation in advance on apple.com/ca/fr/retail or apple.com/ca/retail.

7.4.2. **Onsite service.** Onsite service is available for many desktop computers (and many portable computers in Canada) as well as for the Apple-branded display if the location of the Covered Equipment is within a 50-mile (80 kilometer) radius of an Apple Authorized Onsite Service Provider. Certain parts serviceable under do-it-yourself parts service, as described below, are not eligible for onsite service. If Apple determines that onsite service is available, Apple will dispatch a service technician to the location of the Covered Equipment. Service will either be performed at the location, or the service technician will transport the Covered Equipment to an Apple Authorized Service Provider or an Apple repair service location. If the Covered Equipment is repaired at an Apple Authorized Service Provider or an Apple repair service location, Apple will arrange for transportation of the Covered Equipment to Your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

7.4.3. **Mail-in service.** Direct mail-in service is available for most Covered Equipment. If Apple determines that Your Covered Equipment is eligible for mail-in service, Apple will send You prepaid waybills (and, if needed, packaging material). You must ship the Covered Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered Equipment to You. Apple will pay for shipping to and from Your location if You follow all instructions.

7.4.4. **Express Replacement Service ("ERS") or Do-It-Yourself ("DIY") Parts Service.** ERS is available for certain Covered Equipment. ERS is not available for Mac. DIY parts service is available for many Covered Equipment. This allows You to service Your own Covered Equipment.

Apple will require the Covered Equipment to be returned and a credit card authorization to be given as security for the retail price of the replacement product and applicable shipping costs. If You are unable to provide credit card authorization, this service will not be available to You. Apple will send a replacement product to You along with instructions for the return of the Covered Equipment. If You follow these instructions, Apple will cancel the credit card authorization, and You will not be charged for the replacement product and the shipping to and from Your chosen shipping address. If You fail to return the original Covered Equipment as instructed or You return a product that is not the Covered Equipment, Apple will charge Your credit card for the authorized amount.

You may elect to use ERS for iPad Screen-Only Accidental Damage claims, but these will be subject to the iPad Other Accidental Damage Deductible stated in clause 4.4 as a replacement item of Covered Equipment will be provided to You.

7.5. The Accidental Damage Coverage and Hardware Coverage service options may vary between countries depending on local capability at the time You seek service and the damage to Your Covered Equipment.

7.6. Apple may change the method by which Apple provides repair or replacement service to You, and Your Covered Equipment's eligibility to receive a particular method of service. Where it is not possible to provide a certain method of service set out above, it may be necessary to change the method by which Apple provides Accidental Damage Coverage or Hardware Coverage to You.

7.7. If You seek to make a claim under this Policy in a country that is not the country of purchase, You will need to comply with all applicable import and export laws and regulations, and You will be responsible for all customs duties, value added tax, Sales Tax, and other associated taxes and charges that may apply.

7.8. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country where You seek to make a claim, if not the country of purchase. Where the Hardware Coverage service is conducted outside of Your country of purchase, Apple may repair or exchange defective products and parts in Your Covered Equipment with comparable products and parts that comply with local standards in the country of service.

7.9. For **Technical Support,** You can make a claim by telephoning Apple on 1-800-263-3394. Apple will request the Covered Equipment serial number before providing assistance.

You can also obtain information by accessing the following free support resources below:

International Support Information	support.apple.com/HT201232
Apple Authorized Service Providers and Apple Retail Stores	locate.apple.com/ca/fr or locate.apple.com/ca/en/
Apple Support and Service	support.apple.com/fr-ca/contact or support.apple.com/en-ca/contact

8. Your Responsibilities When Making a Claim

8.1. When making a claim under this Policy, You must comply with the following:

8.1.1. You must provide information about the symptoms and causes of the damage to or problems You have with the Covered Equipment;

8.1.2. To allow Apple to troubleshoot and otherwise assist with Your claim, if requested, You must provide information including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue, and steps taken to resolve the issue;

8.1.3. You must follow instructions given to You by Apple or the Apple Authorized Service Provider, and pack the Covered Equipment in accordance with shipping instructions given by Apple or the Apple Authorized Service Provider;

8.1.4. You must not send products and accessories that are not subject to an Accidental Damage Coverage or Hardware Coverage claim (e.g., cases, sleeves, etc.) as these cannot be returned;

8.1.5. You should ensure where possible that Your software and data residing on the Covered Equipment is backed up. Apple will delete the contents of the Covered Equipment and reformat the storage media. Neither AIG nor Apple will be responsible for any loss of software or data residing on the Covered Equipment when it is submitted as part of a claim under this Policy; and

8.1.6. You must provide to Apple the Covered Equipment in its entirety to allow Apple to assess the validity of Your Accidental Damage Coverage claim or Hardware Coverage claim.

8.2. Apple will return Your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install macOS updates as part of the repair or replacement to Your Covered Equipment that will prevent the Covered Equipment from reverting to an earlier version of the macOS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the macOS update. You will be responsible for reinstalling all other software programs, data and passwords.

8.3. To the maximum extent permitted by applicable law, AIG, Apple, Apple Authorized Service Providers, and their employees and agents, shall not be liable to You for any indirect losses You incur, for example the costs of recovering, reprogramming, or reproducing any program or data, or any loss of business, profits, income, or anticipated savings resulting from a failure to meet their obligations under this Policy.

9. Deception, Fraud, and Illegal Use

9.1. If any claim is found to be fraudulent or if You knowingly give misleading information when making a claim, the claim will be declined, and Your Policy will be cancelled, and a pro rata refund will be provided, if applicable. Apple or AIG may inform the police or other regulatory bodies.

9.2. This Policy may be immediately cancelled by AIG if it is notified by a competent authority that the Covered Equipment is used in the course of activity that is an indictable offense or to facilitate or enable any act that is an indictable offence to take place.

10. Cancellation

10.1. Regardless of Your Policy type, You may cancel this Policy at any time for any reason effective immediately and may be entitled to a refund as described below. To receive any refund, You may be asked to provide Your original sales receipt and/or Your POC certificate.

10.2. How to Cancel:

Return of Covered Equipment

10.2.1. To cancel this Policy with the return of Your Covered Equipment as permitted by the original sales channel's return policy, You must return Your Covered Equipment through the original sales channel (whether an Apple Authorized Reseller or Apple). You (or Your Payment Plan Provider) will receive a full refund of the Premium. For Monthly Pay Policies, if You return Your Covered Equipment within the eligible fourteen (14)-day return window, You are entitled to cancel Your Policy and receive a full refund of the first monthly payment You have made.

Policies Purchased from Apple Authorized Resellers

10.2.2. To cancel a Single-Pay Policy purchased from an Apple Authorized Reseller within thirty (30) days of purchase of the Policy, You may need to cancel the Policy via the Apple Authorized Reseller. To cancel a

Single-Pay Policy purchased from an Apple Authorized Reseller more than thirty (30) days after the date You purchased the Policy, call Apple at 1-800-263-3394 or send written notice to Agreement Administration, P.O Box 149125, Austin, TX 78714-9125, U.S., and Your Policy will be cancelled upon receipt of Your notice.

10.2.3. If You purchased a Monthly Pay Policy from an Apple Authorized Reseller, contact that Apple Authorized Reseller which sold the Policy and to whom You are paying the monthly payment to cancel Your Policy. If Your Monthly Pay Policy was financed by a third party, any refund owed may be paid to that financing entity.

Single-Pay Policies Purchased from Apple

10.2.4. If available, follow the steps in the Apple Support app, which can be downloaded through the App Store. If You do not see Your Policy when You try to cancel it, You may need to finish setting up Your Apple Account. For further assistance, please refer to support.apple.com/HT202704;

10.2.5. If available, go to getsupport.apple.com/products, select "Hardware Coverage" and "Cancel an AppleCare Plan," and follow the instructions;

10.2.6. Call Apple at 1-800-263-3394; or

10.2.7. Send written notice to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S.

Monthly Pay Policies Purchased from Apple

10.2.8. To cancel effective immediately, not in connection with the return of Your Covered Equipment, call Apple at 1-800-263-3394, or send written notice to Agreement Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S., and Your Policy will be cancelled upon receipt of Your notice. If Your Monthly Pay Policy was financed by a third party, Apple may return any refund owed to that financing entity.

10.3. ***Refunds***

10.3.1. If You cancel this Single-Pay Policy, not in connection with the return of Your Covered Equipment, You may be entitled to a refund of Premium which will be calculated on the following basis:

10.3.1.1. If You cancel this Policy within thirty (30) days of Your Policy's purchase or receipt of this Policy, whichever occurs later, You will receive a full refund.

10.3.1.2. If You cancel this Policy more than thirty (30) days after Your receipt of this Policy, You will receive a pro-rata refund of the Premium. The pro-rata refund is based on the percentage of unexpired Policy term from the Policy's date of purchase.

10.4. Any refund to which You are entitled shall be paid either by crediting the Payment Source You used to purchase the Policy, or Your Payment Source on file, and if this is not possible, then by a bank transfer to You. If Your Single-Pay Policy is financed through a Payment Plan Provider, any refund may be paid to the Payment Plan Provider who paid for the Policy.

Cancellation for Non-Payment of Premium

10.5. If You purchased a Monthly Pay Policy, AIG, or Apple or an Apple Authorized Reseller on AIG's behalf, may cancel Your Policy if You do not pay any monthly Premium Installment payment when due. If any monthly Premium Installment is not paid on the date it is due, You have one month in which to pay it. If it is not paid during that period, the Policy will be automatically cancelled from the date on which the unpaid Premium Installment was due. If the Premium Installment is paid during the month grace period, then cover will operate as if it had been paid on the due date. No claims will be paid for any claim that occurs after the month grace period has passed if the Premium Installment remains unpaid.

AIG and Apple's Cancellation Rights

10.6. If Your Payment Source cannot be charged for any reason for amounts due, including for any Installment payment owed by You, and You have not otherwise made the appropriate payment by the due date or any applicable renewal date, Your Policy may be cancelled for nonpayment and Your Policy coverage will cease from the due date or renewal date.

10.7. AIG, or Apple on AIG's behalf, may cancel Your Policy in the event that Apple is no longer able to service Your Covered Equipment, at which point You will be provided with one month's advance notice that Your Policy will cease to renew.

11. Transfer of Policy

11.1. You may make a one-time permanent transfer of all of Your rights under the Policy to another party, provided that (i) You transfer to the other party the original proof of purchase, the POC certificate, and the Policy's printed materials; (ii) You notify Apple of the transfer as instructed at support.apple.com/HT202712, and (iii) the other party accepts the terms of this Policy. If You financed the purchase of Your Policy through a Payment Plan Provider or otherwise pay in Installments, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the applicable cancellation provisions as described in section 10. When notifying Apple of the transfer, You must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number, and email address of the new owner.

12. Policy Changes

The Policy terms and conditions originally issued to You will remain in effect for the duration of Your Policy term and each Monthly Pay Policy payment if applicable, unless AIG, or Apple on AIG's behalf, notifies You of revised Policy terms and conditions. AIG, or Apple on AIG's behalf, may, at any time, revise any of the terms and conditions of this Policy, including the price and applicable Deductibles, upon thirty (30) days' written notice to You, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If the changes are communicated to You prior to renewal and the changes are acceptable to You, this Policy will continue after renewal. If the changes are communicated to You more than thirty (30) days prior to the renewal of the Policy and You provide express consent to all changes, the modified Policy will enter into force. If You do not agree to the revised Policy terms and conditions, You may cancel the Policy without penalty. If You do not cancel the Policy within the Notice Period, Your continued payment of Installment charges (if applicable) or request for service under the Policy after receiving notice of a change in Your Policy terms and conditions, including with respect to a change in price or Deductibles, will be deemed consent by You to be bound by such revised Policy terms and conditions. In any event, You may cancel the Policy at any time in accordance with section 10.

For both Single-Pay and Monthly Pay Policies, in the event that AIG changes the terms and conditions to enhance Your coverage without any additional cost, such terms and conditions will immediately apply to this Policy.

13. Complaints

13.1. AIG and Apple believe You deserve courteous, fair, and prompt service. AIG has asked Apple to deal with complaints relating to Technical Support.

If there is any occasion when the customer service or Technical Support You receive does not meet Your expectations, please contact Apple using the appropriate contact details below, providing Your name and Covered Equipment serial number to help Apple deal with Your comments more efficiently.

In Writing:	Apple Canada Inc., 120 Bremner Boulevard, Suite 1600, Toronto, ON M5J 0A8
By Telephone:	647-943-4400

Online:	Via Contact Apple Support at support.apple.com/fr-ca/contact or support.apple.com/en-ca/contact
In Person:	Any Apple-owned retail store, listed on apple.com/ca/fr/retail/storelist or apple.com/ca/retail/storelist

If You wish to have AIG review Your complaint regarding the Hardware Coverage and Accidental Damage Coverage, You are entitled to contact the appropriate business unit of AIG, verbally or in writing. If You know the name of the representative of the relevant business unit, please contact that person directly. If the business unit representative is unable to resolve Your concern, You may request that the complaint be escalated to senior management of the business unit for their attention and further efforts to resolve the complaint. The representative assigned to Your file will send You an acknowledgement of receipt within three (3) business days of receiving the complaint, highlighting information pertinent to the complaint. On receiving the complaint, the representative will initiate the Company's complaint examination process. A complaint file is created for each complaint, which will contain details of the respective complaint, the outcome of the complaint examination process (the analysis and the supporting documents), and all written correspondence to the complainant. The representative will examine the complaint and, within ten (10) business days of receipt of the complaint, prepare and send a written response to You with justifying reasons, or explaining that more time is necessary and why.

If You are not satisfied with the outcome of the escalation process within the appropriate business unit as described above, You may refer the complaint directly to the AIG Complaints Officer. Complaints submitted to the Complaints Officer must be put in writing (email, fax, or letter) to the following address:

Complaints Officer
AIG Insurance Company of Canada
120 Bremner Boulevard, Suite 2200
Toronto, ON, M5J 0A8
Toll-free: 1-800-387-4481

Fax: (416) 596-3006

Email: AIGCanadaComplaints@aig.com

The Complaints Officer has a mandate and duty to carry out a fair and independent review of the complaint and provide recommendations as to its resolution. The Complaints Officer will send You an acknowledgement of receipt and notice within five (5) business days of receiving the written complaint, highlighting information pertinent to Your case. He or she will investigate the complaint and, within ten (10) business days of receipt of the written complaint, prepare and send You a final written response addressing Your concern, or explaining that more time is necessary and why.

The Complaints Officer is the person in charge of applying AIG's Complaint Resolution Policy. He or she monitors employee training and ensures that employees are provided with the necessary information for compliance with this Policy. He or she is also responsible to file periodic reports with provincial regulators detailing the number and type of complaints received in the respective reporting period, regardless of whether any complaints were received.

In Québec, the Complaints Officer acts as the respondent with the AMF and the complainant. He or she is also responsible for transferring the file to the AMF, at the complainant's request (please see below).

External Independent Review of the Complaint:

If, after the Complaints Officer has provided a final written response, You still require further review of Your complaint, You may choose to have the complaint reviewed by the General Insurance OmbudService (GIO). The GIO is a Canada-wide external independent body that can assist consumers with most disputes involving complaints about property, automobile, or business insurance that consumers have been unable to resolve with their insurer. Please visit giocanada.org/ for additional

information, or call-toll free 1-877-225-0446, or write to the GIO at 4711 Yonge Street, 10th Floor, Toronto, ON, M2N 6K8.

You may also contact the insurance regulatory body in the province where You reside. The regulators' links can be accessed through the GIO website.

If You are not satisfied with the outcome or with the examination of Your complaint by AIG, You may ask the Complaints Officer, at any time, to transfer the file to the AMF. AIG complies with the rules governing the protection of personal information. Once Your file is transferred, the AMF will examine it and recommend dispute resolution services, if deemed appropriate. For questions concerning the examination of complaints in Québec, contact the AMF Information Centre:

Autorité des marchés financiers
Place de la Cité, tour Cominar
2640, boulevard Laurier, bureau 400
Québec, Québec G1V 5C1

Québec City: **418-525-0337**
Montréal: **514-395-0337**
Toll-free: **1-877-525-0337**

Fax: **418-525-9512 or 514-873-3090**

Email: **information@lautorite.qc.ca**

Additional Information:

If You have a complaint regarding AIG's complaint handling processes, You may raise Your concerns with the Financial Consumer Agency of Canada ("FCAC"). The FCAC is a Canada-wide independent governmental body that supervises federally regulated financial institutions to ensure that they comply with federal consumer protection measures applicable to them. The FCAC can provide You with tips on how to make a complaint but it does not get involved in the resolution of individual disputes.

You can learn more about the FCAC by visiting canada.ca/fr/agence-consommation-matiere-financiere (French) or canada.ca/en/financial-consumer-agency (English). You can also call toll-free for service in English 1-866-461-FCAC (3222) or write to the FCAC at 427 Laurier Avenue West, 6th Floor Ottawa ON K1R 1B9.

To obtain a copy of the complete Complaints Resolution Policy for AIG Insurance Company of Canada click here (French) or here (English).

14. General Information

14.1. This Policy is offered and valid only in the Province of Québec. Persons who have not reached the age of majority may not purchase this Policy.

14.2. This Policy, and any disputes arising thereunder, will be governed by the laws of the Province of Québec.

14.3. The terms and conditions of this Policy will only be available in French and English, and all communication and support relating to this Policy will be in French and English. You acknowledge that You were provided with the French version of this Policy and that, after having the opportunity to examine the French version, You have expressly requested that this Policy, as well as the documents related to it, be drawn up in English exclusively. Vous reconnaissez qu'une version française de la présente police vous a été remise et qu'après avoir eu la possibilité de prendre connaissance de la version française, vous avez expressément demandé que la présente police, ainsi que tous les documents s'y rattachant, soient rédigés exclusivement en anglais.

14.4. AIG shall not provide coverage and shall not pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage, payment of such claim, or provision of such benefit would expose AIG to any sanction, prohibition, or restriction under United Nations trade or economic sanctions, laws, or regulations.

14.5. The insurance is underwritten by AIG Insurance Company of Canada, with offices at 120 Bremner Boulevard, Suite 2200, Toronto, ON M5J 0A8.

14.6. Neither AIG nor Apple is responsible for any failures or delays in performing under the Policy that are due to events outside of their reasonable control.

14.7. You are not required to perform preventative maintenance on the Covered Equipment to receive service under this Policy.

14.8. There is no informal dispute settlement process available under this Policy.

14.9. In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between You and Apple.

14.10. You agree that any information or data disclosed to Apple under this Policy is not confidential or proprietary to You. Furthermore, You agree that Apple may collect and process data on Your behalf when it provides any service. This may include transferring Your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.

14.11. Apple has security measures, which should protect Your data against unauthorized access or disclosure, as well as unlawful destruction.

14.12. **You understand and agree that by purchasing the Policy, AIG and Apple will use, process, transfer, and protect Your information in accordance with Apple Customer Privacy Policy available at apple.com/ca/fr/legal/privacy or apple.com/ca/legal/privacy, and the AIG Canada Privacy Principles available at aig.ca/fr/renseignements-personnels or aig.ca/privacy-principles. You also agree that any and all information relating to the Policy and Your Covered Equipment will be shared between AIG and Apple for the purposes outlined herein.**

Without prejudice to the foregoing, You agree that AIG, Apple, its affiliates or service providers, may use and process Your name, device serial number, contact information, repair history, and other personal information AIG, Apple, its affiliates or service providers collect or generate in relation to Your Policy, for the purposes of: (i) providing and administering the services under the Policy and performing this contract; (ii) ensuring service quality; and (iii) communicating with You regarding Your Policy, related financial transactions, and services and support provided under this contract. For such purposes, You agree that this may include the transfer of Your personal information between AIG and Apple, including their affiliates and service providers. If You have any questions regarding the processing of Your personal data, contact Apple through the telephone numbers provided, or at apple.com/legal/privacy/contact. If You wish to have access to the information that Apple holds concerning You or if You want to make changes, access account.apple.com/ca/fr or account.apple.com/ca to update Your personal contact preferences, or You may contact Apple at apple.com/ca/fr/privacy/contact or apple.com/ca/privacy/contact. You may also contact AIG at AIG Insurance Company of Canada, 120 Bremner Boulevard, Suite 2200, Toronto, ON Canada M5J 0A8, via email at AIGCanadaComplaints@aig.com, or via toll-free telephone at 1-800-387-4481.

Telephone Numbers
Apple Canada: 1-800-263-3394

*Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at support.apple.com/HT201232. Toll-free numbers are not available in all countries.

To the extent that the above terms and conditions conflict with the Québec General Conditions set forth below, the General Conditions will control.

QUÉBEC GENERAL CONDITIONS

This policy is subject to the Civil Code of Québec.

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

1. STATEMENTS

1.1. Representation of risk (article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him 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 he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer for inquiries.

The client means the person submitting an insurance application.

1.2. Material change in risk (articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an Insurer in setting the rate of the premium, appraising the risk, or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

1.3. Misrepresentations or concealment (articles 2410, 2411, and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

1.4. Warranties (article 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

2. GENERAL PROVISIONS

2.1. Insurable interest (articles 2481 and 2484)

(applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist 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.

2.2. Changes (article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

2.3. Assignment (articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favor of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-Insured, the insurance continues in favor of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

2.4. Books and records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

2.5. Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings, or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property, or operations are safe or healthful or comply with laws, codes, or standards.

2.6. Currency

All limits of insurance, premiums, and other amounts as expressed in this policy are in Canadian currency.

3. LOSSES

3.1. Notice of loss (article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes 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.

3.2. Information to be provided (article 2471)

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; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfill such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfill his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena, or writ or document received in connection with a claim.

3.3. False representation (article 2472)

Any deceitful representation entails the loss or 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.

3.4. Intentional Fault (article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault. Where the Insurer is liable for injury caused by a person for who acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5. Notice to police

(applicable to property insurance only)

The Insured must promptly give notice to the police of any loss caused by vandalism, theft, or attempted theft or other criminal act.

3.6. Safeguarding and examination of property (article 2495)

(applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer. He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing, or modifying the damaged property, unless so required to safeguard the property.

3.7. Admission of liability and cooperation

The Insured shall cooperate with the Insurer in the processing of all claims.

(the following two paragraphs are applicable to liability insurance only: article 2504)

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8. Right of action (article 2502)

(applicable to liability insurance only)

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

4. COMPENSATION AND SETTLEMENT

4.1. Basis of settlement (articles 2490, 2491, and 2493)

(applicable to property insurance only)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of the loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property.

If the amount of insurance is less than the value of the property, the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.

4.2. Pair and set

(applicable to property insurance only)

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are 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.

4.3. Parts

(applicable to property insurance only)

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 is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

4.4. Replacement (article 2494)

(applicable to property insurance only)

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild, or replace the insured property. He is then entitled to salvage and may take over the property.

4.5. Time of payment (articles 1591, 2469, and 2473)

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

4.6. Property of others (applicable to property insurance only)

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

4.7. Waiver

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

4.8. Limitation of action (article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

4.9. Subrogation (article 2474)

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 his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

5. OTHER INSURANCE

5.1. Property Insurance (article 2496)

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 his choice, each being liable only for the amount he 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.

5.2. Liability Insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess, or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss that is stated in the applicable contribution provision below:

- Contribution by equal share: If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each Insurer contributed an equal share until the share of each Insurer equals the lowers' applicable limit of liability under any one policy of the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers that continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full of the full amount of the loss is paid.

- Contribution by limits: If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. CANCELLATION (articles 2477 and 2479)

This policy may be cancelled at any time:

(a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.

(b) By the Insurer giving written notice to each of the Named Insureds. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph **(a)** or **(b)** above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words “premium actually paid” mean the premium actually paid by the Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

7. NOTICE

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

NOTICE GIVEN BY A DISTRIBUTOR

Section 440 of the Act respecting the distribution of financial products and services (chapter D-9.2)

THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

The Act allows you to rescind an insurance contract, without penalty, within 10 days of the date on which it is signed. However, the Insurer may grant you a longer period.

To rescind the contract, you must give the Insurer notice, within that time, by registered mail or any other means that allows you to obtain an acknowledgement of receipt.

Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.

After the expiry of the applicable time, you may rescind the insurance contract at any time; however, penalties may apply.

For further information, contact the Autorité des marches financiers at 1-877-525-0337 or visit lautorite.qc.ca

NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

To:_____(name of insurer)_____
(address of insurer)

Date:_____ (date of sending of notice)

Pursuant to Section 441 of the Act respecting the distribution of financial products and services, I hereby rescind insurance contract no.:_____(number of contract, if indicated)

Entered into on: _____(date of signature of contract)

In: _____

(place of signature of contract)

_____

(name of client)

_____

(signature of client)