

**COVERAGES, TERMS, CONDITIONS, PROVISIONS, DEFINITIONS, EXCLUSIONS and LIMITS**

**"Preferred Service Centre"** means a repair or replacement facility approved by the Insurer and/or the Program Administrator.

**"Claims Procedure"** Contact the Issuing Broker or Program Administrator for direction to a recommended Preferred SERVICE CENTRE. The Insured has the right to choose a service provider, please contact the Program Administrator for the correct course of action. If the insured is traveling in an area where no "Preferred SERVICE CENTRE" is available and repair or replacement is necessary because the damage is causing impaired vision or a piece of glass is missing, contact the Issuing Broker or the Program Administrator for further instructions. The Insurer has appointed the Issuing Broker for the purpose of receiving notice of loss.

**"Coverage"** means the Insurer agrees to repair or replace, providing a replacement piece of glass is available, any damaged or broken window glass of the described vehicle if direct and accidental loss occurs from any peril other than by collision with another object or by upset. The words "another object" as used in this contract shall be deemed to include a vehicle to which the automobile is attached and the surface of the ground and any object therein or thereon. Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage caused by perils for which Insurance is provided under this contract; subject to the following terms, conditions and exclusions:

- a) this policy and the adjustment of claims are administered by program administrator on behalf of the Insurer.
- b) the Insurer shall have the right to determine if a repair or replacement is required and replacement will be effected only if the damage can not be repaired;
- c) the Insurer will provide the Insured with at least 30 days written notice should they decide not to offer a renewal to the Insured;
- d) the Insurer is liable for the cash value of a replacement part. If a replacement part is not available, the Insurer's liability is limited to the last available published price for that part;
- e) the Insurer is not liable for damage to or replacement of mirrors, lights, light lenses, after market tinting, etching, engraving or decals;
- f) the Insured acknowledges that the premiums are MINIMUM RETAINED as stated on the policy declaration, and are fully earned upon the issuance of this policy.
- h) No portion of the premium will be refunded thereafter, regardless of cancellation of the policy; and

g) the Insured may apply to substitute or transfer the described vehicle by notifying the Insurer or its agent or broker.

**"Described Vehicle"** means a vehicle that is described in the Declarations or one it has been substituted for, with notification of its substitution to the Insurer or its agent or broker.

**"Insured"** means the entity (person(s) or otherwise) who is covered by the insurance policy.

**"Insurer"** means the Underwriter of the program, CFIC or Canadian Farm Insurance Corp.

**"Minimum Retained Premium"** means the premium stated on the Policy Declaration Page. It is fully earned upon issuance of this policy.

**"Policy Period"** means a 365 day period commencing at 12:01 a.m. on the Effective Date appearing on the Policy Declaration Page and expires at 12:01 a.m. on the 365th day after the Effective Date.

**"Program Administrator"** means "AMITM" or Autoglas Maintenance Inc.

**"Repair"** means the repair to a damaged area of a Window Glass Part that can be made to reduce the damage by the topical application of a substance to the damage, but does not include a replacement.

**"Repair Deductible"** means \$25.00, including all taxes, for the first 3 repairs per claim plus \$12, including all taxes, for each repair in addition to the first 3 per claim.

**"Replacement"** means the replacement of a broken or damaged Window Glass Part because it can not be repaired.

**"Replacement Deductible"** means \$50.00, including all taxes, per occurrence.

**"Window Glass Part"** means only the window glass of the described automobile, including the windshield, vent glass, door glass, quarter glass, back glass, moon roof glass, sun roof glass and/or t-bar roof glass, (but does NOT include any other glass in or on the vehicle whether mirrors, lights, light lenses, any other glass; any after market tinting, after market decals or after market engraving); the Insurer is liable only for the cost of replacing the vehicles damaged or broken Window Glass, subject to availability, and if a replacement part is not available the cash value would be limited to the last published price for the replacement part, less the applicable Replacement deductible, only if the damage can not be repaired, with a piece of glass of like kind and quality, but it may not be identical to the damaged or broken glass and the Insurer will have the right to determine if a replacement is necessary and to choose the piece of replacement Window Glass.

**STATUTORY CONDITIONS**

In these Statutory Conditions, unless the context otherwise requires, "Insured" means a person insured by the contract whether named in the contract or not.

**1. MATERIAL CHANGE IN RISK**

- (1) The Insured named in this contract must promptly notify the Insurer or its agent in writing, of any change in the risk material to the contract and within the Insured's knowledge.
- (2) Without restricting the generality of subparagraph (1) of this condition, "change in risk material to the contract" includes:
  - a) any change in the insurable interest of the insured named in the contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the Bankruptcy and Insolvency Act (Canada); and
  - b) in respect of insurance against loss of or damage to the automobile,
    - (i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and
    - (ii) any other insurance of the same interest, whether valid or not, covering loss or damage insured by the contract or any portion of the contract.

**4. REQUIREMENTS WHERE LOSS OR DAMAGE TO THE AUTOMOBILE**

- (1) When loss of or damage to the automobile occurs, the Insured must, if the loss or damage is covered by the contract,
  - a) promptly give notice of the loss or damage in writing to the Insurer with fullest information obtainable at the time,
  - b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and
  - c) deliver to the Insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of the Insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others in the automobile, the encumbrances on the automobile, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any willful act or neglect, procurement, means or connivance of the Insured.
- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subparagraph (1) of this condition is not recoverable under the contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, may be undertaken and no physical evidence of the loss or damage may be removed
  - a) without the written consent of the Insurer, or
  - b) until the Insurer has had a reasonable opportunity to make the inspection for which provision is made in Statutory Condition 5.

**Examination of Insured**

- (4) The Insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the Insurer or its representative all documents in the Insured's possession or control that relate to the matters in question, and the Insured must permit extracts and copies of the documents to be made.

**Repair or Replacement**

- (6) Except where a dispute resolution process has been initiated, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

**In Case of Disagreement**

- (9) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount of the loss or damage, those questions must be determined by a dispute resolution process as provided under the Insurance Act before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

- (10) There is no right to a dispute resolution process until
  - a) a specific demand for it is made in writing, and
  - b) the proof of loss has been delivered.

**5. INSPECTION OF AUTOMOBILE**

The Insured must permit the Insurer at all reasonable times to inspect the automobile and its equipment.

**6. TIME AND MANNER OF PAYMENT OF INSURANCE MONEY**

- (1) The Insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

**When Action May Be Brought**

- (2) The Insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 or by a judgment against the Insured after trial of the issue, or by agreement between the parties with the written consent of the Insurer.

**7. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM**

Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in the case of absence or inability of the Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

**8. TERMINATION**

- (1) The contract may be terminated
  - a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
  - a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and
  - b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The 15-day referred to in subparagraph 1(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

**9. NOTICE**

- (1) Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice may be given to the Insured named in the contract by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest postal address as notified to the Insurer.
- (3) In this condition, "registered" means registered in or outside Canada.

**558. LIMITATIONS OF ACTIONS**

- (2) 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.