

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

“**Approved Service Centre**” means a repair or replacement facility approved by the Insurer and/or the Program Administrator.

“**Claims Procedure**” Contact the Issuing Broker for direction to an APPROVED SERVICE CENTRE. If the insured is traveling in an area where no “APPROVED 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) the Insurer shall have the right to direct the Insured to use a specific service centre and/or program administrator, as required;
- 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. 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 that has been substituted for, with notification of its substitution to the Insurer or its agent or broker.

“**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 “AMI™” 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

1. MATERIAL CHANGE IN RISK

(1) The insured named in this contract shall promptly notify the insurer or its local agent or broker in writing of any change in the risk material to the contract and within his knowledge.

- (2) Without restricting the generality of the foregoing, the words “change in risk material to the contract” include:
- a) any change in the insurable interest of the insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the Bankruptcy Act (Canada); and in respect of insurance against loss or damage to the automobile,
 - b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
 - c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

2. REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE WINDOW GLASS

- (1) Where loss or damage to the automobile window glass occurs, the insured shall, if the loss or damage is covered by this contract,
- a) promptly give notice thereof in writing to the insurer with the fullest information obtainable at the time a replacement is required;
 - b) at the expense of the insurer, and as far as reasonably possible, protect the automobile window glass 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 his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile window glass 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 window glass directly or indirectly from a failure to protect it as required under subsection (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile window glass from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
- a) without the consent of the insurer; or
 - b) until the insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 3.
- (4) **EXAMINATIONS IF INSURED**
The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.
- (5) **IN CASE OF DISAGREEMENT**
In the event of a disagreement as to the nature and extent of repairs and replacements required, or to their adequacy, if effected or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under the Insurance Act before there can be recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

3. INSPECTION OF AUTOMOBILE

The insured shall permit the insurer at all reasonable times to inspect the automobile and its equipment.

4. TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

(1) The insurer shall pay the insurance money for which it is liable under this contract within 60 days after the proof of loss has been received by it or, where an appraisal is made under subsection (5) of statutory condition 2, within 15 days after the award is rendered by the appraisers.

(2) WHEN ACTION MAY BE BROUGHT

The insured shall not bring an action to recover the amount of the claim under this contract unless the requirements of Statutory Condition 2 are complied with or until the amount has been ascertained as therein provided or by a judgement against the insured after trial of the issue or by agreement between the parties with the written consent of the insurer.

(3) LIMITATION OF ACTIONS

Every action or proceeding against the insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

5. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

Notice of claim may be given by and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, 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.

6. TERMINATION

- (1) This 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 this contract is terminated by the insurer,
- a) the insurer must refund the excess of premium actually paid by the insured over the prorata premium for the expired time, but in no event must the prorata premium for the expired time be deemed to 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 this 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 must the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order, or cheque payable at par.
- (5) The 15 days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

7. NOTICE

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression “registered” means registered in or outside Canada.



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