



## INSURANCE POLICY

The ICPEI Home Insurance Program (the "Program") is brought to You by ICPEI

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## With this Program your systems and appliances are now protected

### PART I: SYSTEM WARRANTY

With this Program your central heating & air conditioning system, electrical & plumbing system and hot water heater are now protected. Please read this contract carefully and call 1-888-865-9711 if you have any questions or if you have a claim to report.

#### A. DEFINITION

**"Effective Date of coverage"** means the date shown on the declaration page.

**"Insurer", "Us", "Our" and "We"** means ICPEI Insurance.

**"Residence"** means a property use for personal purposes only suitable for year-round use. The covered residence is located at the address designated in the Declarations of the insurance contract.

**"You", "Your" or "Owner"** means the insured designated in the Declarations of the insurance contract.

**"Waiting period"** means the thirty (30) days period following the Effective Date of coverage of Your first enrollment in this protection, regardless of monthly renewals.

#### B. COVERAGE

This Program covers the services required to repair the systems of Your Residence that are described below. This Program will provide coverage only in the event that a spontaneous mechanical or electrical breakdown or spontaneous malfunction has occurred after the Waiting period and said mechanical breakdown or malfunction is beyond the inherent and natural wear characteristics of mechanical parts that affect the Systems detailed below. Parts and labour are included, as well as the cost of any necessary over-time or after-hours services (in the event described in section F).

Only one (1) of each system is covered. If You have more than one of the same system at Your Residence, coverage is limited to the first system which You request repair service.

You must pay a \$50 deductible directly to the Repair Services Technician, regardless of whether or not You ultimately require any services. After that, all services related to the same breakdown are provided at absolutely no charge. In the case You request service for more than one system described below, each system is subject to a separate deductible.

To be covered, all items must be in proper working order on the Effective Date of coverage and be properly installed for access and diagnosis throughout the term of the coverage.

The applicable Restrictions and Limitations appear in Sections C and D.

Covered systems:

#### 1. MAIN CENTRAL HEATING AND AIR CONDITIONING SYSTEM

All parts of main centralized systems as well as:

- any air conditioners that are permanently installed in Your Residence and not portable (e.g. not window-installed units);
- all floor, ceiling, or window heating units, including space heaters, and electric baseboard heaters when affixed to walls;
- Gas fireplace and Heat pumps located within or outside Your Residence: evaporative coolers, compressors; control systems; oil storage tanks located within Your Residence;

All exposed or accessible duct work pertaining to a central heating and/or central air conditioning system.

**Special note:**

*( 1 ) the maximum value of the service required to repair is limited to \$2,500 per occurrence.*

## 2. ELECTRICAL SYSTEM

All electrical switches, electrical receptacles, electrical circuits (including repair of electrical short circuits); Circuit breaker panel, all breakers and fuse boxes.

## 3. PLUMBING SYSTEM

Any blockage, leak or breakage of water, gas, drain, vent or waste piping and fittings.

### **Special notes:**

(1) The value of the service required to repair or replace septic fields or interior or exterior piping that is behind or encased in concrete is limited to \$500. The value of the service required to repair or replace a cracked sewer main is limited to \$2,500.

(2) Services required to eradicate clogged sink drains and leaks from taps, faucets, shower or tub controls, toilets or toilet component parts are not included.

## 4. WATER HEATER AND TANKLESS WATER HEATER (only if owned by You )

All gas control valves; thermostats; heating elements; burner and pilot assemblies; burner blower motors and blower wheels; fuel units; static discs; air tubes; nozzles and nozzle lines; line filters and strainers; impellers; ignition wires; electrodes; terminals and transformers, pressure and temperature relief valves; thermocouples; draincocks and fuel pipe and fittings.

### **Special note:**

(1) in the event the hot water tank is leaking, the replacement of the hot water tank is not covered under this program.

## C. ANCILLARY REPAIRS

If, as a result of performing a service on a heating, cooling or electrical system, the repair services technician appointed must break through any wall, floor or ceiling, We will pay up to \$500, to restore the affected wall, floor or ceiling to a rough finish. Decorating services (e.g. in respect of paint, wallpaper, trim, etc.) are not covered.

## D. RESTRICTIONS AND SERVICES NOT INCLUDED

This System Warranty Program does not provide any services where the damage, breakdown or malfunction is caused directly or indirectly by:

- a) a breakdown that was reasonably foreseeable before the end of the Waiting period;
- b) Use of systems, components or parts for purposes other than those intended by the manufacturer;
- c) Failure to provide normal and proper maintenance, as specified by the manufacturer of the component in question;
- d) Alteration, modification, addition to or deletion from any system, component or part thereof;
- e) Any violations of building codes, by-laws or other laws (any upgrade work or service required to meet building code or conform to by-laws or other laws is also not included);
- f) External causes: structural changes; freezing; fire; electrical failure; flood; wind; water; lightning; mud; earthquake; ice; snow; sleet; explosion; roots; war; order of any civil authority; intrusion by unauthorized person(s); vandalism; malicious mischief; sudden and accidental tearing asunder or any other accident or occurrence or event other than the normal use of property, or any cause that could be covered by what is commonly known as "extended coverage" or Homeowner's insurance;
- g) Improper construction methods or construction materials or by structural defects or any other structural problems in the Residence;
- h) The inadequacy or lack of capacity of any component in the Residence or improper installation of equipment or design deficiencies;
- i) Delays in getting parts;
- j) Freezing or heating of a plumbing system;
- k) Rust or corrosion;
- l) Perimeter drains;
- m) Components with known latent defects
- n) Normal wear and tear
- o) Any dishonest act on Your part;

## E. MAXIMUM PROGRAM SERVICE VALUES

If the cost of any repair exceeds the cost of replacement with materials of like kind and quality, size, capacity or functionality, then the part, component or system may be replaced rather than repaired. In the event that repairs cannot be carried out because the necessary part(s) are either no longer manufactured or no longer available, then liability under this contract will be limited to the greater of \$500, or the manufacturer's last known list price for those parts.

The maximum value of all services provided by the Program with respect to Your Residence is limited to \$10,000 in any 12-month period.

## F. HOW TO MAKE A CLAIM UNDER THIS PROGRAM

Call 1-888-865-9711 anytime, for 24-hour Program Service access.

We will arrange for the services of a fully qualified contractor, technician, or repair-person (the "Repair Services Technician"). And We are not liable for the cost of any services provided in Your Residence, except when We arrange said services .

The repair services technician appointed by us will be dispatched in no more than 48 hours from the time You report a problem. In the event of a furnace or heating system malfunction during the months of November through March inclusive, repairs will be initiated immediately.

## PART II: APPLIANCES WARRANTY

With this Program your range or oven and cooktop, washer and dryer, dishwasher and refrigerator are now protected. Please read this contract carefully and call 1-888-865-9711 if you have any questions or if you have a claim to report.

### A. DEFINITION

**"Effective Date of coverage"** means the date shown on the declaration page.

**"Insurer", "Us", "Our" and "We"** means ICPEI Insurance.

**"Residence"** means a property use for personal purposes only suitable for year-round use. The covered residence is located at the address designated in the Declarations of the insurance contract.

**"You", "Your" or "Owner"** means the insured designated in the Declarations of the insurance contract.

**"Waiting period"** means the thirty (30) days period following the Effective Date of coverage of Your first enrollment in this protection, regardless of monthly renewals.

### B. COVERAGE

The Program covers the services required to repair the appliances in Your Residence that are described below. The Program will provide coverage only in the event that a mechanical breakdown or malfunction occurs after the Waiting period and said mechanical breakdown or malfunction is beyond the inherent and natural wear characteristics of mechanical parts that affect the Appliances detailed below. Parts and labour are included.

You must pay a \$50 deductible to the Repair Services Technician, regardless of whether or not You ultimately require any services. After that, all services related to the same breakdown are provided at absolutely no charge. In the case You request service for more than one appliance described below, each appliance is subject to a separate deductible.

To be covered, all items must be in proper working order on the Effective Date of coverage and be properly installed for access and diagnosis throughout the term of the coverage.

The applicable Restrictions and Limitations appear in Sections C and D.

#### Covered appliances:

Warranty services apply to all Components and parts that affect the operation of the appliance. Coverage is limited to the first product for which you requested repair service.

1. **Range or Oven and Cook Top (Gas or Electric)**

Services That Are Not Provided: Range, Oven and Cook Top services do not include consumable parts, such as: clocks, unless they affect the function of the oven; meat probe assemblies, rotisseries, racks, shelves, trays, knobs, buttons, handles, doors or hinges, light bulbs, roller or leveling feet, grates or burner bowls, and glass displays. Sensi-heat burners will only be replaced with standard burners.

2. **Clothes Dryer**

Services That Are Not Provided: We do not provide clothes dryer services in respect of: damage to fabric items due to malfunction; consumable parts including, but not limited to, handles, rollers and leveling feet, grates, buttons, caps, plastic mini-tubs, filter screens, knobs, and dials; and services required to eradicate or replace clogged vent lines.

3. **Clothes Washer**

Services That Are Not Provided: We do not provide clothes washer services in respect of: damage to fabric items due to malfunction; consumable parts including, but not limited to, handles, rollers and leveling feet, grates buttons, caps; rinse aids, filter screens, knobs, dials, fabric softener dispenser, plastic mini-tubs, and soap dispensers; and services required to eradicate or replace clogged drains, lines or outlet hoses.

4. **Dishwasher:**

Services That Are Not Provided: We do not provide dishwasher services in respect of: consumable parts including, but not limited to, handles, rollers and leveling feet, glass displays, light bulbs, grates, knobs, dials, buttons, caps, rinse aids, racks, baskets; and services required to eradicate or replace clogged drains or lines.

**5. Kitchen Refrigerator:**

Services That Are Not Provided: We do not provide Kitchen Refrigerator services in respect of: consumable parts including, but not limited to condensation pans, handles, rollers and leveling feet, glass displays, light bulbs, grates, knobs, dials, buttons, caps, racks, shelves, drawers, baskets; ice makers and ice crushers; beverage dispensers and related equipment; interior thermal shells or freezers which are not an integral part of the refrigerator; and, services required to eradicate or replace clogged drains or lines.

**C. RESTRICTION REGARDING THE AGE OF THE APPLIANCES**

If the Appliance is less than 15 years old and is not repairable, or if the unit is not cost effective to repair, the Insurer's responsibility is limited to a cash settlement of the lesser of the cost of the repair or the current retail cost of a replacement product of like kind and quality. The coverage of the product will cease upon payment of a cash settlement.

If the Appliance is 15 years old or more, the Insurer's responsibility is limited to the actual cost of repair if replacement part is available.

In all cases, the Insurer's responsibility is limited to the maximum amount of \$2,000.

**D. RESTRICTIONS AND SERVICES NOT INCLUDED**

This Appliances Warranty Program does not provide any services where the damage, breakdown or malfunction is caused directly or indirectly by:

- a) a breakdown that was reasonably foreseeable before the end of the Waiting period;
- b) a hidden defect;
- c) rust or corrosion;
- d) an improper installation;
- e) an improper construction methods or materials;
- f) the use of the appliance in a manner not intended by the manufacturer;
- g) freezing, ice, snow, rain, lightning, wind, roots, water, explosion, vandalism, earthquake, electrical failure, inadequate voltage, flood, war, civil unrest, or malicious mischief;
- h) repairs done improperly by a person who is not a qualified technician

This Policy does not provide any Coverage where the repair is

- i) covered by, or paid for under any other applicable warranty or insurance of any kind;
- j) required because the appliance fails to comply with any bylaw or regulation of any kind or no longer meets industry standards;
- k) for preventative maintenance;
- l) to relocate appliance;
- m) not completed by a qualified technician; or not authorized by Us

This Policy does not provide reimbursement for any losses, damages or out of pocket expenses arising directly or indirectly from the breakdown of appliance, the inability to repair the appliance, the inability to repair, or to obtain necessary parts, in a timely fashion; or refusal or delay to pay any claim.

In the event that Your claim is denied, your diagnostic charge will be covered by us minor your \$50 deductible.

**E. MAXIMUM PROGRAM SERVICE VALUES**

The maximum repair value per appliance is limited to \$2,000 including diagnostic.

The maximum value of all services provided by the Program with respect to Your Residence is limited to \$10,000 in any 12-month period.

**F. HOW TO MAKE A CLAIM UNDER THIS PROGRAM**

Call 1-888-865-9711 anytime, for 24-hour Program Service access.

We will arrange for the services of a fully qualified technician, or repair-person (the "Repair Services Technician"). and We are not liable for the cost of any services provided in Your Residence, except when We arrange said services.

The repair services technician appointed by us will be dispatched in no more than 48 hours from the time You report a problem.

## STATUTORY CONDITIONS APPLICABLE TO THE WARRANTY PROGRAM

(These conditions are required by law to be part of any property insurance policy and are designed for Your protection.)

### MISREPRESENTATION

1. If any person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the Policy shall be void as to any property in relation to which the misrepresentation or omission is material.

### PROPERTY OF OTHERS

2. Unless otherwise specifically stated in the Policy, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the Policy.

### CHANGE OF INTEREST

3. The Insurer shall be liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or change of title by succession, by operation of law, or by death.

### MATERIAL CHANGE

4. Any change material to the risk and within the control and knowledge of the Insured shall void the Policy as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the Policy, or may notify the Insured in writing that, if he desires the Policy to continue in force, he must, within 15 days of the receipt of the notice, pay to the Insurer an additional premium; and in default of such payment the Policy shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid.

### TERMINATION OF INSURANCE

- 5.1 This Policy 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;
  - b) by the Insured giving to the Insurer a 30 day notice of termination.
- 5.2 Where this Policy is terminated by the Insurer
  - a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- 5.3 Where this Policy is terminated by the Insured, the Insurer shall 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 shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 5.4 The refund may be made by money, postal or express company money order, or by cheque payable at par.
- 5.5 The 15 days mentioned in clause (a) of sub condition (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.

### REQUIREMENTS AFTER LOSS

- 6.1 On the occurrence of any loss of or damage to the insured property, the Insured shall, if such loss or damage is covered by the Policy, in addition to observing the requirements of Conditions 9, 10 and 11,
  - a) forthwith give notice thereof in writing to the Insurer;
  - b) deliver as soon as practicable to the Insurer a proof of loss verified by statutory declaration
    - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
    - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
    - (iv) showing the amount of other insurances and the names of other insurers;
    - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges on the property;
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the Policy;
    - (vii) showing the place where the property insured was at the time of loss;
  - c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy.
- 6.2 The evidence furnished under clauses (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of Conditions 12 and 13.

**FRAUD**

7. Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars shall vitiate the claim of the person making the declaration.

**WHO MAY GIVE NOTICE AND PROOF**

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

**SALVAGE**

- 9.1 The Insured, in the event of any loss or damage to any property insured under the Policy, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- 9.2 The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

**ENTRY, CONTROL, ABANDONMENT**

10. After any loss or damage to insured property, the Insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer shall not be entitled to control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property

**APPRAISAL**

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this Policy whether the right to recovery on the Policy is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

**WHEN LOSS PAYABLE**

12. The loss shall be payable within 60 days after completion of the proof of loss, unless the Policy provides for a shorter period.

**REPLACEMENT**

- 13.1 The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within 30 days after receipt of the proofs of loss.
- 13.2 In that event the Insurer shall commence to so repair, rebuild, or replace the property within 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**ACTION**

14. Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this Policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

**NOTICE**

15. 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 Policy 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.