

# PLATINUM LOYALTY PLUS

APPLICATION

EB #:  
Stock #:  
Dealer GST #:

## A. BUYER INFORMATION

BUYER NAME		CO-BUYER NAME	
ADDRESS		CITY	PROV. POSTAL CODE
BUYER EMAIL	CO-BUYER EMAIL	HOME #	BUSINESS #
PRINCIPAL DRIVER NAME IF THE BUYER IS A BUSINESS			

## B. VEHICLE

YEAR	MAKE	MODEL
VEHICLE IDENTIFICATION NUMBER		VEHICLE PURCHASE DATE YY MM DD

## C. DEALER

DEALER NAME	FINANCIAL SERVICES MANAGER	TELEPHONE
ADDRESS	CITY	PROV. POSTAL CODE


## D. SECURED LENDER

Purchase of this Policy is not required for financing.	
SECURED LENDER NAME	TELEPHONE

## E. POLICY INFORMATION

Subject to the terms, conditions, and limitations set out in this policy, Millennium Insurance Corporation (MIC) agrees to pay the Compensation as set out in the Policy in the event the Vehicle is rendered a Total Loss as a direct result of theft.

## F. UNDERWRITER

 320 Sioux Road  
Sherwood Park, AB  
T8A 3X6

This Application does not bind MIC to issue a Policy but shall be the basis of the Policy upon issuance. The date Coverage begins is the Purchase Date below. If this Application is declined, MIC will notify you within 90 days of receipt.

## G. CONTACT

ADMINISTRATION: 1-800-381-2580  
AncillaryPrograms@firstcanadian.ca  
CLAIMS: AncillaryService@firstcanadian.ca

## H. FINANCIAL

POLICY PREMIUM:	
GST:	
TOTAL PREMIUM and TAXES:	

## I. POLICY PERIOD

TERM: _____ IN MONTHS	FROM: _____ Purchase Date YYYY-MM-DD	TO: _____ Expiration Date YYYY-MM-DD
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## J. ACKNOWLEDGEMENT

**LIMITATIONS:** This Policy contains a clause which may limit the amount payable. This Policy does not provide coverage for bodily injury or property damage liabilities, or any other coverage for which a specific charge is not made. This Policy contains time limitations for cancellation and refund. Please review section 8 (Termination) in this Policy.

**PRIVACY NOTICE:** We collect, use, and disclose your personal information to administer this Policy, process related requests, including investigating claims, maintaining records of our relationship, and for marketing purposes. Access to this information is limited to our staff or authorized persons who need it for their duties, individuals you have authorized, and those authorized by law. Your information may be disclosed to authorized parties under applicable law. We retain this information at our head office for the legally required period. To review or amend your information, submit a written request to our Privacy Officer at privacy@firstcanadian.ca. Calls to or from MIC may be recorded for compliance, quality assurance, and training purposes.

**DISCLOSURE NOTICE:** In arranging this Policy, the Dealer is representing MIC. You authorize MIC and the Dealer to use and exchange information about you in order to administer and process requests for coverage. You understand that this transaction does not obligate you to transact additional business with MIC.

**AUTHORIZATION:** MIC can rely on any instructions, information, or commitments provided by the Buyer as if such instructions, information, or commitments were provided by the Co-Buyer, and vice versa, and both the Buyer and Co-Buyer shall be bound by the same. You consent to receiving all communications including notices, documents, and updates electronically, at the email address provided by you, subject to limitations set out in applicable law. It is your responsibility to maintain a current email address and to notify MIC promptly of any changes to your electronic contact information. Failure to do so may result in delays processing your requests. You may withdraw this consent at any time by providing notice in writing to MIC's address or email address listed in the contact details above.

**ACKNOWLEDGEMENT:** You acknowledge that you have read and understand this Policy, including the Terms and Conditions. The information that you have given is complete and accurate, and you acknowledge that MIC is providing this Policy in reliance on such information. **You understand that you must abide by the Terms and Conditions of this Policy. You have been given a copy of pages 1-3 of this Policy and you have been advised to read the Terms and Conditions in full. You understand that coverage is voluntary.**

Buyer Signature	Co-Buyer Signature	Purchase Date YYYY-MM-DD
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## K. DEALER CERTIFICATION

The Financial Services Manager hereby certifies on behalf of the Dealer that all information about the Dealer in this Policy is accurate as of the Policy Purchase Date.	Name: _____	Per: _____
	Financial Services Manager	Signature

# TERMS AND CONDITIONS

## 1. POLICY

In consideration of the payment of the Total Premium and Taxes, we agree to provide you with the Compensation, subject to the terms, conditions, and limitations set out in this Policy. Coverage under this Policy is exclusively provided in connection with the theft of your Vehicle.

## 2. DEFINITIONS AND INTERPRETATION

The following definitions apply to capitalized words used in this Policy:

- (a) **"Compensation"** means, collectively, the Deductible Reimbursement and the Total Loss Dealer Loyalty Credit.
- (b) **"Deductible Reimbursement"** means the reimbursements described in section 3.2.2 that become payable if the Vehicle is stolen, then recovered, and deemed repairable under the Primary Insurance Policy.
- (c) **"Home Insurance Policy"** means the policy of insurance issued by an insurer in respect of personal property that provides insurance coverage against certain risks of physical loss or damage.
- (d) **"Policy"** means the completed Application Page and the Terms and Conditions together, provided that we have received the completed Application Page.
- (e) **"Primary Insurance Policy"** means the policy of insurance issued by an insurer in respect of the Vehicle that provides, at a minimum, coverage for physical loss or damage due to theft.
- (f) **"Total Loss"** means a total and permanent loss of the Vehicle according to the Primary Insurance Policy solely as a result of theft of the Vehicle.
- (g) **"Total Loss Dealer Loyalty Credit"** means the combined benefits described in section 3.2.1 that become payable if the Vehicle is stolen and deemed a Total Loss under the Primary Insurance Policy.
- (h) **"Total Premium and Taxes"** means the amount paid by you or paid on your behalf, as the case may be, for this Agreement.

Any reference to the terms **"we"**, **"us"**, **"our"**, and **"MIC"** mean Millennium Insurance Corporation. Any reference to the terms **"you"** and **"your"** mean the Buyer and Co-Buyer, if any, described in the "Buyer Information" section of the Application Page. Other capitalized terms not otherwise defined in these Terms and Conditions have the meaning indicated or refer to the information contained on the Application Page. In order to simplify this Policy, words importing the singular number include the plural and words importing the plural number include the singular. The sections and headings used in this Policy are used for convenience only and do not in any way affect the meaning of the language in this Policy or its scope or intent.

## 3. GENERAL PROVISIONS

### 3.1 Policy Period

Provided we receive the Application Page, the Policy begins on the Purchase Date and will terminate upon the earlier of: (a) 12:01 a.m. on the Expiration Date, or (b) the date you sell or otherwise transfer the Vehicle and this Policy has not been transferred in accordance with section 6, or (c) the date the Total Loss Dealer Loyalty Credit is paid.

### 3.2 Compensation

#### 3.2.1 Total Loss Dealer Loyalty Credit

Subject to the terms, conditions, and limitations set out in this Policy, in the event the Vehicle is stolen, then deemed a Total Loss, you will receive: (a) a non-transferable loyalty credit at the Dealer, not to exceed the lesser of: (i) \$5,000.00, or (ii) the Vehicle's actual cash value, as determined by the final settlement under the Primary Insurance Policy, to be used towards the purchase of a replacement vehicle, or goods and services offered by the Dealer; and (b) if the Vehicle was stolen when the Vehicle was more than 150 kilometres from your permanent residence, reimbursement for receipted costs up to an aggregate amount of \$1,000.00 (including applicable taxes) for the Term for: (i) rental of a replacement vehicle at a maximum rate of \$80.00 per day, and (ii) accommodations at a maximum rate of \$80.00 per day for a maximum of five days.

#### 3.2.2 Deductible Reimbursement

Subject to the terms, conditions, and limitations set out in this Policy, in the event the Vehicle is stolen, then recovered, and deemed repairable under the Primary Insurance Policy, you will receive: (a) a reimbursement of the deductible actually paid under the Primary Insurance Policy, up to a maximum of \$1,000.00 per claim, for repair of damages, and (b) a reimbursement of the deductible actually paid under the Home Insurance Policy, up to a maximum of \$1,000.00 per claim, if you make a claim for property stolen from the recovered Vehicle.

## 4. LIMITS OF LIABILITY

- (a) Receipt of Compensation under this Policy is conditional upon you not exhausting all other reimbursements, credits and compensation under the Primary Insurance Policy, the Home Insurance Policy, and any other applicable insurance policy, which you are entitled to. This Policy will not duplicate coverage afforded by the Primary Insurance Policy, the Home Insurance Policy, and all other insurance you may be entitled to (whether or not such coverage is honored).
- (b) No Compensation will be payable until you have, to our satisfaction, delivered the required documentation and otherwise complied with the procedure for requesting Compensation outlined in section 7, as applicable.
- (c) No Compensation will be payable if you intentionally conceal or misrepresent any material fact or circumstance relating to the theft of the Vehicle.
- (d) We will not be liable for any injury or damage to any person or property caused directly or indirectly by theft of the Vehicle, including death of any person, nor will we be liable or responsible for any loss of use, time, or profit, inconvenience, or any other incidental, indirect, special, or consequential damages connected with theft of the Vehicle, including theft of or damage to the personal contents in the vehicle.
- (e) The Policy is further limited as follows: (i) only one Total Loss Dealer Loyalty Credit will be paid per Vehicle, and (ii) the maximum aggregate Compensation provided under this Policy shall not exceed the lesser of: (A) the cash value of the Vehicle, as determined by the final settlement under the Primary Insurance Policy, or (B) \$7,000.00.
- (f) At no time in providing the Compensation will we be responsible for conducting any repairs to or replacement of the Vehicle or the parts and components contained therein. We do not in any way warrant or guarantee, whether express or implied, any work in connection with which we provide reimbursement.

## 5. ELIGIBILITY

### 5.1 General

To qualify for the Policy, you must have paid the Total Premium and Taxes, or had the Total Premium and Taxes paid on your behalf. You will only be eligible for this Policy if this Policy has been forwarded to MIC with the appropriate registration particulars.

### 5.2 Ineligibility

Notwithstanding anything to the contrary contained herein, you will not be eligible to benefit from the Policy nor to receive the Compensation under this Policy for, or in the event of, any of the following:

- (a) if loss of, or damage to, the Vehicle, including Total Loss, occurred prior to the Policy Purchase Date or was not the direct result of theft;
- (b) if the Vehicle is stolen by any person who at any time had access to the keys of the Vehicle;
- (c) if loss of, or damage to, the Vehicle, including Total Loss, is directly or indirectly caused by or results from attempted theft or vandalism;
- (d) if the Primary Insurance Policy is not in force at the time of the loss of, or damage to, the Vehicle, including Total Loss;
- (e) if the Vehicle is stolen outside of Canada or the continental United States;
- (f) if the Vehicle; (i) is used for commercial or business purposes, (ii) is used as a taxi, limousine, rental vehicle, or any other vehicle to transport people, equipment or other goods for a fee, a police or emergency vehicle, or a courier or delivery vehicle, or (iii) has a gross vehicle weight rating over 6,125 kg (13,500 lbs);
- (g) if loss of, or damage to, the Vehicle, including Total Loss, occurs after the Expiration Date; and
- (h) if loss of, or damage to, the Vehicle, including Total Loss, results, directly or indirectly, from any negligent, reckless, dishonest, fraudulent, willful, or criminal act or omission that you undertake, including, without limitation, leaving the Vehicle unlocked while unattended or leaving the keys in the Vehicle while unattended.

### 5.3 Renewing your Policy

Prior to the Expiration Date, you may renew this Policy for a subsequent term by contacting the Dealer. To renew this Policy you must provide the following items to the Dealer: (a) payment of the Policy Premium for the renewal (plus applicable taxes), in a method acceptable to MIC, and (b) a completed Application Page, in the form provided by the Dealer. If you do not provide the items outlined above prior to the Expiration Date, or if you do not otherwise comply with the terms of this section 5.3, this Policy will terminate on the Expiration Date. This Policy may be renewed only once. This Policy may not be renewed if a request for Compensation has been made.

## 6. TRANSFER OF POLICY

- (a) You may apply to transfer this Policy to someone to whom you sell or otherwise transfer the Vehicle. A transfer request must be submitted to us in writing within 30 days of the sale or transfer of the Vehicle. It is your responsibility to contact us by phone or email to obtain a transfer request form. The transfer request form will require that you provide additional items to us in order for the transfer to be approved, including a \$5.00 transfer fee (plus applicable taxes), paid in a method acceptable to MIC. If we do not receive the items outlined in the transfer request form within 30 days of the sale or transfer of the Vehicle, or if you do not otherwise comply with the terms of this section 6, this Policy will terminate immediately with no refund to be paid by us.
- (b) This Policy may be transferred only once. This Policy may not be transferred if the title of the Vehicle passes through an individual or entity other than the intended transferee of this Policy or if the Vehicle is sold or traded to a motor vehicle dealer or other individual or entity in the business of selling or leasing motor vehicles.

## 7. PROCEDURE FOR REQUESTING COMPENSATION

### 7.1 Total Loss Dealer Loyalty Credit

In the event that the Vehicle has been stolen and is deemed a Total Loss, copies of the following must be provided to MIC before the Total Loss Dealer Loyalty Credit can be paid: (a) the completed claim form, (b) the current registration of the Vehicle, (c) the police report with the date of reported loss, (d) the primary insurance carrier's final settlement payment and proof of Total Loss issued under the Primary Insurance Policy, which proof of Total Loss must include the date of loss, cause of loss and amount of final settlement, and (e) receipts for rental of a replacement vehicle and accommodations, if applicable. We can be contacted at 1-800-381-2580 or by email at AncillaryService@firstcanadian.ca.

### 7.2 Deductible Reimbursement

In the event that the Vehicle has been stolen, then recovered and you have made a claim under the Primary Insurance Policy (and the Home Insurance Policy, if applicable), copies of the following must be provided to MIC before the Deductible Reimbursement can be paid: (a) the completed claim form, (b) the current registration of the Vehicle, (c) the police report, (d) the valid certificate of automobile insurance showing the deductible payable under the Primary Insurance Policy, (e) the valid certificate of home owner's insurance showing the deductible payable under the Home Insurance Policy, if applicable, (f) the repair invoice showing the deductible amount paid under the Primary Insurance Policy, and (g) the statement showing the deductible amount paid under the Home Insurance Policy, if applicable. We can be contacted at 1-800-381-2580 or by email at AncillaryService@firstcanadian.ca.

## 8. TERMINATION

- (a) To terminate this Policy as provided below, contact us at 1-800-381-2580 and submit a completed and signed termination request form. We may request verification of the authenticity of your signature.
- (b) You may terminate this Policy within 30 days of the Purchase Date, in which case we will refund the Total Premium and Taxes (provided it has been paid in full), less any amounts that we have paid or expenses incurred by us as a result of a claim for Coverage under this Policy. You may not terminate this Policy after 30 days following the Policy Purchase Date.
- (c) By indicating a Secured Lender on the Application Page, you confirm that the Secured Lender has financed this Policy or the Vehicle and that your finance contract provides a security interest in any refund of the Total Premium and Taxes to the Secured Lender. The Secured Lender will be named on the refund cheque unless you provide proof that the Secured Lender no longer has a security interest in the refund.
- (d) Once this Policy has been terminated or has expired in accordance with its terms, it may not be reinstated.
- (e) No refund will be paid if this Policy was provided with the Vehicle at no additional cost to you.

## 9. STATUTORY CONDITIONS

This Policy is subject to the *Insurance Act* (Alberta), and in particular, the following provisions:

### MISREPRESENTATION

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

### REQUIREMENTS AFTER LOSS

- 6 (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
  - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the 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 wilful act or neglect or the procurement, means or connivance of the insured,
- (iv) stating the amount of other insurances and the names of other insurers,
- (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
- (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### FRAUD

- 7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### WHO MAY GIVE NOTICE AND PROOF

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made
  - (a) by the agent of the insured if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

#### SALVAGE

- 9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### ENTRY, CONTROL, ABANDONMENT

- 10 After loss or damage to insured property, the insurer has
  - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### IN CASE OF DISAGREEMENT

- 11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacement required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

#### WHEN LOSS PAYABLE

- 12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### REPAIR OR REPLACEMENT

- 13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

## 10. OTHER TERMS

### 10.1 Changes

No terms, conditions, or limitations contained in this Policy may be changed, waived, or modified unless we do so in writing. None of our sales representatives have authority to change or waive any part of this Policy. If omissions or errors were made in the information disclosed on the Information Page, upon discovery of such omissions or errors, we will confirm to you in writing how the application for the Policy was accepted.

### 10.2 Conformity of Statute

If the laws in the province or territory of Canada in which you are resident are inconsistent with any of the conditions of this Policy, we will comply with the requirements of your province or territory of residence by endorsement. In no instance will this Policy be sold, or deemed to be sold, outside of Canada.

### 10.3 Timeframe to Commence an Action

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* (Alberta).

### 10.4 Severability

If any portion of this Policy is held to be or becomes invalid, illegal, or unenforceable, that portion of this Policy will be severed from this Policy and the remainder of this Policy will remain in full force and effect.

### 10.5 Currency

All amounts referred to in this Policy are stated in Canadian currency.

### 10.6 Entire Policy

This Policy constitutes the entire Policy between you and us with respect to the subject matter herein and cancels and supercedes any previous verbal, written, and implied terms, conditions, or representations.