

# PLATINUM KEY & REMOTE

INSURANCE APPLICATION

 K3- #:  
 Stock #:  
 Dealer GST #:

A. BUYER INFORMATION					
BUYER NAME			CO-BUYER NAME		
ADDRESS		CITY	PROV	POSTAL CODE	
EMAIL		HOME #	BUSINESS #		
PRINCIPAL DRIVER NAME IF THE BUYER IS A BUSINESS					
B. VEHICLE					
YEAR	MAKE	MODEL			
VEHICLE IDENTIFICATION NUMBER				VEHICLE PURCHASE DATE	
<div style="text-align: right;">             _____              YYYY MM DD           </div>					
C. DEALER					
DEALER NAME		FINANCIAL SERVICES MANAGER		TELEPHONE	
ADDRESS		CITY	PROV	POSTAL CODE	
D. SECURED LENDER					
Purchase of this Policy is not a requirement for the purchase, lease or financing of the vehicle					
SECURED LENDER NAME				TELEPHONE	
E. POLICY INFORMATION			F. FINANCIAL		
SERVICES: Subject to the terms, conditions, and limitations set out in this Policy, MIC will be responsible for the costs associated with the Exchange of a Key.			POLICY PREMIUM:		
<b>DEDUCTIBLE</b> \$50.00 deductible on each Exchange of a non-original manufacturer's Key. See attached Terms and Conditions for additional details on the Deductible.			<b>KEYS AND REMOTES FOR VEHICLE IN THE BUYER'S POSSESSION ON THE PURCHASE DATE:</b>		GST:
			_____ Number of Keys	_____ Number of Remotes	TOTAL PREMIUM and TAXES:
G. UNDERWRITER			H. CONTACT		
 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.		ADMINISTRATION: 1-800-381-2580 EMAIL: AncillaryPrograms@firstcanadian.ca	
I. POLICY PERIOD					
TERM: _____		FROM: _____		TO: _____	
Months		Purchase Date YYYY-MM-DD		Expiration Date YYYY-MM-DD	
J. ACKNOWLEDGEMENT					
<b>LIMITATIONS:</b> 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. <b>This Policy contains time limitations for cancellation and refund.</b> Please review section 7 (Termination) in this Policy.					
<b>PRIVACY NOTICE:</b> 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 <a href="mailto:privacy@firstcanadian.ca">privacy@firstcanadian.ca</a> . Calls to or from MIC may be recorded for compliance, quality assurance, and training purposes.					
<b>DISCLOSURE NOTICE:</b> 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 Exchanges and Services you receive under this Policy. You understand that this transaction does not obligate you to transact additional business with MIC.					
<b>AUTHORIZATION:</b> 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.					
<b>ACKNOWLEDGEMENT:</b> You acknowledge that you have read and understand this Policy, including the Terms and Conditions. The information that you have given, including the information about the number of keys and remotes in your possession on the Purchase Date, is complete and accurate, and you acknowledge that MIC is entering into this Policy in reliance on such information. You understand that you must abide by the terms of this Policy. <b>You acknowledge that you have received the three pages of this Policy.</b>					
_____		_____		_____	
Buyer Signature		Co-Buyer Signature		Purchase Date YYYY-MM-DD	
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 Purchase Date.					
_____				_____	
Financial Services Manager				Signature	

# TERMS AND CONDITIONS

## 1. POLICY

In consideration of the payment of the Total Premium and Taxes, and in reliance on the statements made by you on the Application Page, we agree to provide you with the Services, subject to the terms, conditions, and limitations set out in this Policy.

## 2. DEFINITIONS AND INTERPRETATION

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

- (a) **"Application Page"** means the first page of this Policy.
- (b) **"Deductible"** means the amount you are required to pay for each Exchange of any non-original manufacturer's Key, being \$50.00 for each such Exchange.
- (c) **"Exchange"** means the deprogramming (sometimes referred to as deactivating) of a Key and providing you a Reprogrammed Key. For clarity, in all instances, an Exchange must include the deprogramming of the exchanged Key.
- (d) **"Ineligible Key"** means any key or remote that has or exhibits one or more of the characteristics set out in section 5.2 of this Policy.
- (e) **"Ineligible Vehicle"** means a vehicle that has or exhibits one or more of the characteristics set out in section 5.3 of this Policy.
- (f) **"Key"** means any key or remote, or both as the case may be, used for the access to and/or operation of the Vehicle that was in your possession on the Purchase Date. For greater certainty, a remote, as such term is used in this Policy, may be a fob, smart key, key remote or any similar device used for access to and/or operation of the Vehicle.
- (g) **"Policy"** means the completed Application Page and the Terms and Conditions together, provided that we have received the completed Application Page.
- (h) **"Reprogrammed Key"** means any key or remote that is provided to you as part of an Exchange that has been reprogrammed to access and/or operate the Vehicle in the same fashion as the Key.
- (i) **"Services"** means the services provided by MIC under this Policy.
- (j) **"Total Premium and Taxes"** means the amount paid by you or paid on your behalf, as the case may be, for this Policy, inclusive of all applicable taxes. The Total Premium and Taxes will be set out on the bill of sale or other similar document that is provided to you by the Dealer on or before the Purchase Date.
- (k) **"Warranty"** means any warranty provided by the Vehicle's original manufacturer, any seller's warranty or guarantee, any insurance, any third party warranty and any extended service contract providing for the repair or replacement of a Key, but excludes this Policy.

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

This Policy will only be valid if issued on the Vehicle Purchase Date or within 30 days from the Vehicle Purchase Date. Provided the Application Page is received by us, the Services under this Policy begin on the Purchase Date and will terminate upon the earlier of (a) 12:01 a.m. on the Expiration Date, (b) the date the second Exchange under this Policy has been made, or (c) the date you sell or otherwise transfer the Vehicle and this Policy has not been transferred in accordance with section 6.

### 3.2 What is Covered

Subject always to the terms, conditions, and limitations set out in this Policy, in the event of an Exchange, we will be responsible for the costs associated with (a) the deprogramming of the Key, (b) the reprogramming of the Key on a new or refurbished key or remote, as the case may be, (c) the repair of the Key, if necessary, (d) the purchase of a new or refurbished key or remote, if necessary, and (e) providing a Reprogrammed Key. In the event the Exchange requires that all of the Keys be deprogrammed and reprogrammed, we will be responsible for the cost to do so. We are responsible only for the aforementioned costs and we will not be responsible for conducting the Exchange. Furthermore, we do not in any way warrant or guarantee, whether express or implied, any Reprogrammed Key.

### 3.3 What is Not Covered

Notwithstanding anything to the contrary contained herein, you will not be eligible for Services under this Policy for any of the following:

- (a) any Exchange where the Key is an Ineligible Key;
- (b) any costs to upgrade the Key from the model of Key in your possession on the Policy Purchase Date;
- (c) replacement of a Key's battery;
- (d) any costs to install hardware in the Vehicle in connection with an Exchange;
- (e) any Exchange of a Key for which the Vehicle's manufacturer has announced its responsibility for a failed or otherwise improperly functioning Key through public recall or any other means;
- (f) any costs incurred in connection with an Exchange in order to comply with local, provincial, or federal law;
- (g) any liability for property loss or damage, or for injury to or death of any person arising out of the operation, maintenance, or use of the Vehicle, the Key, or a Reprogrammed Key;
- (h) loss of use, time, or profit, inconvenience, or any other consequential or indirect loss resulting from the failure or otherwise improper functioning of the Key or a Reprogrammed Key, or any subsequent damage that results from the failure or otherwise improper functioning of the Key or a Reprogrammed Key; and
- (i) where the Exchange, or any other repair or replacement of the Key is the subject of coverage under any Warranty (whether or not the repair or replacement is in fact provided in accordance with such Warranty).

## 4. LIMITS OF LIABILITY

You will only be entitled to two Exchanges under this Policy. A simultaneous exchange of one key and one remote for the same Vehicle will constitute one Exchange. In no event will our total liability under this Policy exceed \$2,000.00 (including taxes).

## 5. ELIGIBILITY

### 5.1 General

To qualify for Services under this Policy, you must have paid the Total Premium and Taxes, or had the Total Premium and Taxes paid on your behalf.

### 5.2 Ineligible Keys

If the Key meets any of the following conditions or characteristics at any time, it is an Ineligible Key:

- (a) it is a key or remote, or both, as the case may be, for an Ineligible Vehicle;
- (b) it is a key or remote that was not in your possession on the Purchase Date; and
- (c) it is a key or remote used only to operate a non-original manufacturer's car starter.

### 5.3 Ineligible Vehicle

If the Vehicle is used for any of the following purposes, or if the Vehicle meets any of the following conditions or characteristics at any time, it is an Ineligible Vehicle:

- (a) 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);
- (b) the Vehicle is not manufactured in the current or previous nine model years; and
- (c) at the Purchase Date you did not have in your possession at least two keys or two remotes, as the case may be, for the Vehicle, or in the event of a Vehicle with a combined key and remote at least two such devices.

## 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 \$50.00 transfer fee (plus applicable taxes), paid by method acceptable to us. **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 immediately terminate 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.
- (c) This Policy may not be transferred to a different vehicle.

## 7. 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.

## 8. EXCHANGE OF THE KEY

In making an Exchange, you must take the following steps in order to receive Services:

- (a) **Take the Key and the Vehicle to the Dealer.** In the event that you want to make an Exchange, which Exchange can be initiated for any reason, take the Key and the Vehicle or have the Key and the Vehicle taken to the Dealer or any licensed repair facility. If you are unable to deliver the Key you wish to Exchange, you must provide the repair facility with sufficient information so that they can deprogram the Key.
- (b) **Exchange.** In connection with the Exchange of the Key, the Dealer or licensed repair facility will determine whether the Key needs to be repaired or replaced. If the Key needs to be replaced, the repair facility will determine whether you should receive a refurbished or new key or remote as your Reprogrammed Key. This Policy does not entitle you on an Exchange to receive a Reprogrammed Key identical in brand and/or model to the Key that is Exchanged. The repair facility may provide you with a Reprogrammed Key of like kind and quality to the Key, which Reprogrammed Key may not be a key or remote produced by the Vehicle's manufacturer.
- (c) **Obtain authorization from us.** In the event an Exchange is desired, prior to undertaking the Exchange, provide the Dealer or licensed repair facility with a copy of this Policy. Prior to undertaking an Exchange, the Dealer or licensed repair facility must contact us to obtain authorization for the Exchange. The amount authorized by us for an Exchange is subject to the limits set out in this Policy. We must further authorize any additional amounts to be paid in excess of our original authorization or you will be liable to pay such additional amounts. **Failure to obtain authorization from us prior to completing an Exchange will result in MIC not being obligated to make any payment in connection with such work.**

- (d) **Pay applicable Deductible.** We will reimburse the Dealer, licensed repair facility or you, as the case may be, for the costs of the Exchange and the Services obtained and previously authorized by us, where applicable, less the Deductible (subject to the limitations and qualifications outlined in this Policy). **All signed repair orders, documentation, and receipts must be submitted to us within 30 days of completion of the authorized Exchange to be eligible for payment.**
- (e) You must notify us of any Exchange prior to termination of this Policy in order for the Exchange to be eligible for payment.

**For assistance with making an Exchange, please contact us at 1-800-381-2580, fax us at 1-800-304-4031, or email us at [keyexchange@firstcanadian.ca](mailto:keyexchange@firstcanadian.ca).**

## 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,
- immediately give notice in writing to the insurer,
  - 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
    - 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,
    - 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,
    - stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - stating the amount of other insurances and the names of other insurers,
    - 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,
    - stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - stating the place where the insured property was at the time of loss.
  - if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - if required by the insurer and if practicable,
    - produce books of account and inventory lists,
    - furnish invoices and other vouchers verified by statutory declaration, and
    - 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 proof 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
- by the agent of the insured
    - the insured is absent or unable to give the notice or make the proof, and
    - the absence or inability is satisfactorily accounted for, or
  - 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
- 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
  - 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
    - without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    - 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 replacements 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 specific demand is made for it in writing, and
  - 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 amended, 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 Application Page, upon discovery of such omissions or errors, we will confirm to you in writing how the application for services was accepted. This Policy may not be renewed or upgraded.

### 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.

### 10.3 Severability

If any portion of this Policy is held to be inoperative, 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.

### 10.4 Currency

Amounts referred to in this Policy are stated in Canadian currency.

### 10.5 Entire Policy

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