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**"MICROSOFT COMPLETE"**

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**CANADA**  
**Extended Warranty Contract**  
**Terms & Conditions**

NOTICE: THIS EXTENDED WARRANTY CONTRACT IS ONLY VALID FOR RESIDENT PURCHASERS OF THE FOLLOWING PROVINCES/TERRITORIES: NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC, AND SASKATCHEWAN; REGARDLESS OF WHERE THIS CONTRACT WAS PURCHASED.

**BE SURE TO REGISTER YOUR EXTENDED WARRANTY CONTRACT ONLINE!**

***In order to maximize Your benefits, please go to <https://myservice.surface.com> (or <https://myservice.xbox.com> if You purchased the "XBOX PLAN") and register Your Extended Warranty Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a Claim.***

CONSUMER RIGHTS: FOR CONSUMERS IN TERRITORIES THAT HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS EXTENDED WARRANTY CONTRACT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS EXTENDED WARRANTY CONTRACT SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY US OF ANY OF OUR CONTRACTUAL OBLIGATIONS.

**CONGRATULATIONS!** Thank You for Your recent purchase of "Microsoft Complete" Canada. Please keep this important terms and conditions document ("**Extended Warranty Contract**", "**Contract**"), and Proof of Purchase together in a safe place, as these will be needed at time of a Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Contract. For any questions regarding the information contained in this Contract document, or Your Coverage in general, please contact the Administrator toll-free at 1-877-696-7786.

**DEFINITIONS**

*Throughout this Contract, the following capitalized words have the stated meaning –*

- **"We", "Us", "Our", "Provider", "Obligor", "Administrator"**: the party obligated to provide service under this Contract as the extended warranty contract provider/obligor, as well as handle the administration under this Contract as the extended warranty contract Administrator, who is AMT Warranty Corp. of Canada, ULC, 421 7<sup>th</sup> Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
- **"Retailer"**: the seller that has been authorized by Us to sell this Contract to You.
- **"You", "Your"**: the purchaser/owner of the Product(s) covered by this Contract.
- **"Product(s)"**: the item(s) that You originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Contract.
- **"Original Purchase Price"**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Proof of Purchase.
- **"Proof of Purchase"**: the original purchase receipt provided at the point of sale that confirms the date in which the Extended Warranty Contract and Product were purchased, as well as the Term period and specific Coverage Plan Option.
- **"Term"**: the period of time in which the provisions of this Contract are valid.
- **"Claim"**: a demand for payment in accordance with this Contract sent by You.
- **"Breakdown"**: the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- **"Power Surge"**: damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **"Deductible"**: the amount You are required to pay, per Claim, for services covered under this Contract (if any).
- **"ADH", "ADP"**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *ADH/ADP Coverage is not available for all Product types or Plan options.*
- **"Repair"**: the actions We take to mend, remedy, or restore Your Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- **"Replace" or "Replacement(s)"**: delivery to You of a replacement item in the event We determine Your previous Product is not suitable for Repair. We reserve the right to Replace Your defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality.

**EXTENDED WARRANTY CONTRACT TERM – EFFECTIVE DATE OF COVERAGE**

1. **Coverage for damages to Your Product resulting from Power Surge or, if purchased/applicable, ADH/ADP** begins upon Product purchase date and continues for the Term shown on Your Proof of Purchase.
2. **Coverage for a Breakdown** begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Proof of Purchase.

**PRODUCT ELIGIBILITY**

In order to be eligible for Coverage (defined below) under this Contract, the merchandise must be: (a) purchased from an authorized Retailer; and (b) not covered under any other insurance, warranty, guarantee and/or extended warranty contract providing the same benefits as outlined herein.

## WHAT IS COVERED – GENERAL

During the EXTENDED WARRANTY CONTRACT TERM described above, in the event of a covered Claim this Contract provides labor and/or parts required to Repair the covered Product, or at Our sole discretion, Replacement of the covered Product in lieu of Repair (“Coverage”).

Coverage described in this Contract does not replace or provide duplicative benefits during any active manufacturer’s warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer’s ability to fulfill its obligations. We will Repair or Replace Your Product pursuant to the provisions of this Contract. If We decide to Replace Your Product, technological advances may result in a Replacement with a lower selling price than the previous covered Product, and no reimbursement based on any Replacement item cost difference will be provided. Any and all parts or units Replaced under this Contract become Our property in their entirety. *When a Replacement is applicable and provided in lieu of Repair, any accessories, attachments and/or peripherals that are integrated with the Product, but that were not provided and included by the manufacturer in the packaging and with the original sale of the covered Product, will NOT be included with such Replacement.*

## COVERAGE PLAN OPTIONS

*(As indicated on the Proof of Purchase and applicable to You)*

### 1. LAPTOP/DESKTOP PLANS:

**A) LAPTOP/DESKTOP PLAN (Breakdown ONLY)** – If a Laptop or Desktop Plan (“Plan”) has been purchased (as indicated on Your Proof of Purchase), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above. *NOTE: ADH is not covered under this Plan Option.*

DEDUCTIBLE – LAPTOP/DESKTOP PLAN (Breakdown ONLY): Under this Plan, no Deductible payment is required.

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN (Breakdown ONLY): During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Breakdown Covered Claims:*
  - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
  - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has already been replaced once for a Breakdown cause (such as Breakdown due to mechanical/electrical failure or damage resulting from Power Surge), Our obligations will be considered fulfilled and coverage under Your Plan ends.
- *For ADH Claims:*
  - *NOT COVERED.*

**B) LAPTOP/DESKTOP PLAN (Breakdown and ADH)** – If a Laptop or Desktop Plan including ADH (“Plan”) has been purchased (as indicated on Your Proof of Purchase), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

DEDUCTIBLE – LAPTOP/DESKTOP PLAN (Breakdown and ADH): Under this Plan, a \$49.00 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – LAPTOP/DESKTOP PLAN (Breakdown and ADH): During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Breakdown Covered Claims:*
  - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
  - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has already been replaced once for a Breakdown cause (such as Breakdown due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations for Breakdown Coverage will be considered fulfilled and Breakdown Coverage under Your Plan ends.
- *For ADH Covered Claims:*
  - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to twice the amount of the Original Purchase Price of the covered Product. For any one covered Claim, the maximum amount We will pay will not exceed to the Original Purchase Price of Your covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
  - *Replacement Limit:* up to two (2) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has already been replaced twice for an ADH cause, Our obligations for ADH Coverage will be considered fulfilled and ADH Coverage under Your Plan ends.

**NOTICE – ABOUT REPLACEMENTS UNDER ANY “LAPTOP/DESKTOP PLAN”:** Determination of whether a defective Product will be Repaired or Replaced is at Our sole discretion. If a Replacement is provided, it will be considered the covered “Product” as referenced in the provisions of this Contract, and if the Term is still effective and the limit of liability has not been fulfilled, Coverage for the Replacement Product will automatically continue for the remainder of the Term. *NOTE: A Repair or Replacement does not extend the Term.*

If We choose to provide a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. **IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT.** If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device

fee equal to the MSRP of the Replacement Product. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

## 2. SURFACE OR TABLET PLAN:

**A) SURFACE OR TABLET PLAN (Breakdown ONLY)** – If a Surface or Tablet Plan (“Plan”) has been purchased (as indicated on Your Proof of Purchase), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above. *NOTE: ADH is not covered under this Plan Option.*

DEDUCTIBLE – SURFACE OR TABLET PLAN (Breakdown ONLY): Under this Plan, no Deductible payment is required.

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN (Breakdown ONLY): During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Breakdown Covered Claims:*
  - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
  - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has already been replaced once for a Breakdown cause (such as Breakdown due to mechanical/electrical failure or damage resulting from Power Surge), Our obligations will be considered fulfilled and coverage under Your Plan ends.
- *For ADH Claims:*
  - *NOT COVERED.*

**B) SURFACE OR TABLET PLAN (Breakdown and ADH)** – If a Surface or Tablet Plan including ADH (“Plan”) has been purchased (as indicated on Your Proof of Purchase), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

DEDUCTIBLE – SURFACE OR TABLET PLAN (Breakdown and ADH): Under this Plan, a \$49.00 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY – SURFACE OR TABLET PLAN (Breakdown and ADH): During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- *For Breakdown Covered Claims:*
  - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
  - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has already been replaced once for a Breakdown cause (such as Breakdown due to mechanical/electrical breakdown or damage resulting from Power Surge), Our obligations for Breakdown Coverage will be considered fulfilled and Breakdown Coverage under Your Plan ends.
- *For ADH Covered Claims:*
  - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to twice the amount of the Original Purchase Price of the covered Product. For any one covered Claim, the maximum amount We will pay will not exceed to the Original Purchase Price of Your covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
  - *Replacement Limit:* up to two (2) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has already been replaced twice for an ADH cause, Our obligations for ADH Coverage will be considered fulfilled and ADH Coverage under Your Plan ends.

**NOTICE – ABOUT REPLACEMENTS UNDER ANY “SURFACE OR TABLET PLAN”:** Determination of whether a defective Product will be Repaired or Replaced is at Our sole discretion. If a Replacement is provided, it will be considered the covered “Product” as referenced in the provisions of this Contract, and if the Term is still effective and the limit of liability has not been fulfilled, Coverage for the Replacement Product will automatically continue for the remainder of the Term. *NOTE: A Repair or Replacement does not extend the Term.*

If We choose to provide a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

### 3. XBOX PLAN (BREAKDOWN ONLY):

If You purchased the Xbox Replacement Plan (“Plan”) as indicated on Your Proof of Purchase, Your Plan provides Breakdown Coverage plus the benefits outlined below for the following components when such components are purchased from a Microsoft Retailer as a single bundle or package:

- One (1) Xbox console Product;
- One (1) Kinect motion sensing device Product; and
- Up to two (2) Xbox standard controller Products.

**Replacement Benefits** – In the event of a covered Claim, Your Plan provides:

- Up to one (1) Replacement of Your originally purchased Xbox console Product;
- Up to one (1) Replacement of Your originally purchased Kinect motion sensing device Product; and
- Up to two (2) Replacements of Your originally purchased Xbox standard controller Product.

WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

**DEDUCTIBLE – XBOX PLAN:** Under this Plan, no Deductible payment is required.

**LIMIT OF LIABILITY – XBOX PLAN:** Under this Plan, the maximum amount that We are obligated to pay in connection with all Claims made pursuant to Your Plan is up to the Original Purchase Price of Your Product.

- If Your Xbox console and Kinect motion sensing device have each already been replaced once, You will no longer be eligible for benefits in association with these two Product components of Your Xbox/Kinect system under Your Plan.
- If Your Xbox standard controller Product has already been replaced twice, You will be no longer eligible for benefits in association with this component of Your Xbox/Kinect system under Your Plan.

At any time during Your Contract Term, if We have provided a Replacement Xbox console, a Replacement Kinect motion sensing device, and two (2) Replacement Xbox standard controller Products, Our obligations will be considered fulfilled and all Coverage under Your Plan ends.

**NOTICE – NO COVERAGE FOR ADH UNDER THE “XBOX PLAN”:** Coverage for damages resulting from accidental damage from handling (ADH) is not covered and is not available for purchase.

### 4. SMARTPHONE PLAN (WITH BREAKDOWN & ADH):

If You purchased the Smartphone Plan including ADH (“Plan”) as indicated on Your Proof of Purchase, Your Plan provides Breakdown Coverage and ADH Coverage. Additionally, Your Plan provides:

- **Defective Battery Replacement:** Replacement of the Product’s original rechargeable battery unit that was provided by the manufacturer and included with the purchase of the covered Product. *(Note: benefit is limited to one (1) battery Replacement during Your Term.)*
- **Damaged or Defective Buttons or Connectivity Ports:** labor and/or parts required to Repair damaged or defective buttons or connectivity ports located on the Product, when such damage / defect results in Product functional impairment.
- **Defective Pixels:** labor and/or parts required to Repair defective pixels on the display area of Your Product, when at least three (3) pixels are defective.
- **Dust, Internal Overheating, Internal Humidity/Condensation:** labor and/or parts required to Repair Breakdown of Your Product resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Product.

**DEDUCTIBLE – SMARTPHONE PLAN (Breakdown and ADH):** Under Your Plan, You are required to pay a \$49.00 Deductible per covered Claim, which must be paid at the time services are authorized by the Administrator.

**LIMIT OF LIABILITY – SMARTPHONE PLAN (Breakdown and ADH):** During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion):

- **Aggregate Repair Limit:** unlimited repairs to Your covered Product up to twice the amount of the Original Purchase Price of the covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
- **Replacement Limit:** up to two (2) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has already been replaced twice, Our obligations will be considered fulfilled and coverage under Your Plan ends.

**NOTICE – ABOUT REPLACEMENTS UNDER A “SMARTPHONE PLAN”:** Determination of whether a defective Product will be Repaired or Replaced is at Our sole discretion. If a Replacement is provided, it will be considered the covered “Product” as referenced in the provisions of this Contract, and if the Term is still effective and the limit of liability has not been fulfilled, Coverage for the Replacement Product will automatically continue for the remainder of the Term. *NOTE: A Repair or Replacement does not extend the Term.*

If We choose to provide a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

## 5. MICROSOFT BAND PLAN (WITH BREAKDOWN & ADH):

If You purchased the Microsoft Band Plan including ADH (“Plan”) as evidenced on Your Proof of Purchase, Your Plan provides straight Product Replacement for covered Breakdown, ADH or Power Surge damage.

**DEDUCTIBLE – MICROSOFT BAND PLAN with ADH:** Under this Plan, no Deductible payment is required.

**LIMIT OF LIABILITY – MICROSOFT BAND PLAN with ADH:** During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is (at Our sole discretion) up to one (1) replacement of Your original covered Product. If Your original Product has already been replaced once for any reason, Our obligations will be considered fulfilled and coverage under Your Contract ends.

**NOTICE – ABOUT REPLACEMENTS UNDER THE “MICROSOFT BAND PLAN”:** If We choose to provide a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

### ADDITIONAL BENEFIT INCLUDED IN THIS CONTRACT – NO LEMON GUARANTEE

This Contract also provides a “NO LEMON GUARANTEE”. During the Term, if Your Product has three (3) Repairs covered under Your Contract for the same problem and a fourth (4<sup>th</sup>) Repair is required for the same problem and considered covered under Your Contract (“Qualifying Service Repairs”), We will Replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the “LIMIT OF LIABILITY” section. Any Repair services performed while Your Product is under its manufacturer’s warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered to be Qualifying Service Repairs under this benefit.

### PLACE OF SERVICE

For covered Claims, You are responsible for transporting Your Product to a service center authorized by Us (i.e. carry-in delivery or prepaid and insured shipment).

### LIMIT OF LIABILITY

In addition to that which is noted in the “COVERAGE PLAN OPTIONS” section as applicable to “Your Plan”, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Breakdown of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of Repair parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to You, including any inherent Product flaws.

### WHAT IS NOT COVERED – EXCLUSIONS

#### THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

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| <p>(a) <b>Pre-Existing Conditions</b> incurred or known to You (“Pre-Existing Conditions” refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased);</p> <p>(b) <b>Improper packaging and/or transportation</b> by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;</p> <p>(c) <b>Modifications, adjustments, alterations, manipulation or repairs</b> made by anyone other than a service technician authorized by Us;</p> <p>(d) <b>Merchandise that is intended for Commercial Use</b> (“Commercial Use” refers to rental, business, educational, institutional or any other non-residential use);</p> <p>(e) <b>Damage from freezing or overheating;</b></p> <p>(f) <b>Normal wear and tear;</b></p> <p>(g) <b>The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;</b></p> <p>(h) <b>Viruses, vandalism, loss, theft, or malicious mischief or disappearance;</b></p> <p>(i) <b>Rust, corrosion, warping, bending;</b></p> <p>(j) <b>Animals (including pets), animal inhabitation or insect infestation;</b></p> <p>(k) <b>Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination,</b></p> | <p><b>environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;</b></p> <p>(l) <b>Accidental Damage from Handling (ADH / ADP); unless ADH / ADP is indicated on Your Proof of Purchase;</b></p> <p>(m) <b>Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;</b></p> <p>(n) <b>Improper use of electricity and power fluctuations;</b></p> <p>(o) <b>Merchandise that is subject to a manufacturer’s recall, epidemic failure, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error; regardless of the manufacturer’s ability to pay for such repairs;</b></p> <p>(p) <b>Merchandise that has removed or altered serial numbers;</b></p> <p>(q) <b>Any consequential damages or delay in rendering service under this Extended Warranty Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;</b></p> <p>(r) <b>Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage (“Cosmetic Damage” refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal</b></p> |
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*operational function; such as scratches, abrasions, or changes in color, texture, or finish);*

- (s) Normal periodic or preventive maintenance, user education or set up adjustments;
- (t) Any service of the Product that is covered by a warranty, other extended warranty contract, or insurance;
- (u) Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;
- (v) Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or
- (w) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any Canadian economic or trade sanctions;
- (x) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (y) Any service performed outside of Canada or the United States of America.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

#### HOW TO FILE A CLAIM

**IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR EXTENDED WARRANTY CONTRACT. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.**

For best service, have Your Proof of Purchase readily available and call Us toll-free at 1-877-696-7786. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a *Claim service request number* and further instructions on how to obtain service for Your Product.

*Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless We instruct You to do so.* If You are instructed by Us to take the Product to an authorized servicer near You or to a Retailer, or if You are instructed to mail-in the Product elsewhere (such as an authorized depot center), please be sure to include all of the following with Your Product:

- (1) The defective Product;
- (2) A copy of Your Proof of Purchase;
- (3) A brief written description of the problem You are experiencing with the Product; and
- (4) A prominent notation of Your *Claim service request number* that We gave to You.

NOTE: If We require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We will pay for shipping to and from Your location if You follow all instructions. You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You or Your authorized representative.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If Your Term expires during the time of an approved Claim, Coverage under this Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

#### RENEWABILITY

After Your Term expires, We may offer You the option to renew Your Coverage. If We offer to renew Your Coverage, the renewal price quoted will reflect the age of Your Product and the prevailing Product Replacement cost at the time of the renewal.

#### TRANSFERABILITY

Coverage under this Contract may be transferred by You to another individual residing in Canada by contacting the Administrator toll-free at 1-877-696-7786.

#### GUARANTY

This is not an insurance policy; it is an extended warranty contract. The financial risk associated with this Contract is secured by insurance effected with certain Lloyd's Underwriters ("the insurer") through Lloyd's Approved Coverholder ("the Coverholder"): AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.

#### CANCELLATION

*You may cancel this Contract at any time by informing the Administrator at 1-877-696-7786 (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.*

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us and an administrative fee not to exceed 10% of the Contract purchase price or ten dollars (\$10.00), whichever is less.

- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
  - If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

#### LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance Your customer experience with Us through superior service and innovative insurance products. We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure Your concerns as Our valued customer are addressed expeditiously by Our representatives. This protocol will assist You in understanding the steps We will undertake to help resolve any dispute which may arise with Our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint.

#### IF YOU ARE NOT SATISFIED WITH OUR PRODUCTS OR SERVICES, YOU CAN TAKE THE FOLLOWING STEPS TO ADDRESS THE ISSUE:

- **First, please contact Your Retailer to discuss Your concerns so that they may have the opportunity to help resolve the situation.**
- **If Your Retailer is unable to help resolve Your concerns, We ask that You provide Us in writing an outline of Your complaint along with Your Retailer's location and Your Policy number to the following:**

Lloyd's Underwriters  
Attention: Complaints Officer  
1155 rue Metcalfe, Ste. 2220  
Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 / Fax: (514) 861-0470 / Email: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to You within two business days to acknowledge receipt of Your complaint and to let You know when You can expect a full response. If need be, We will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to You, and in the last stages, they will issue a final letter of position on Your complaint. In the event that Your concerns are still not addressed to Your satisfaction, You have the right to continue Your pursuit to have Your complaint reviewed by the General Insurance OmbudService (GIO), who assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at 1-877-225-0446 or [www.giocanada.org](http://www.giocanada.org).

#### PRIVACY AND DATA PROTECTION

We will treat all personal information that You provide to Us in accordance with Our Customer Privacy Policy. You acknowledge that we may collect information from You about Your purchase such as Your name, address, telephone number and covered product details, such as date of purchase, SKU number, serial number and purchase price and that this information may be used and disclosed by Us for product verification during a service or claim request and for service fulfillment purposes. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not otherwise share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, wherever Your information is located may be accessed by law enforcement agencies and other lawful authorities to prevent and detect crime and comply with legal obligations.

#### GENERAL PROVISIONS

1. **Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
2. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
3. **Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

#### ENTIRE AGREEMENT

This Extended Warranty Contract, including the Proof of Purchase, terms, conditions, limitations, exceptions and exclusions, and Your Proof of Purchase, constitute the ENTIRE AGREEMENT between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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**SPECIAL JURISDICTIONAL REQUIREMENTS**

Regulation of extended warranty contracts may vary widely depending on the province or territory. Any provision within this Contract that conflicts with the laws of the province/territory in which this Contract was purchased shall automatically be considered to be modified in conformity with applicable provincial/territorial laws and regulations as set forth below. The following provincial/territorial requirements apply if Your Contract was purchased in one of the following provinces and supersede any other provision within Your Contract terms and conditions to the contrary.

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- A) NOTICE – THIS CONTRACT IS PROHIBITED FROM SALE IN THE FOLLOWING PROVINCES/TERRITORIES: Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, and Yukon.**
- B) NUNAVUT ONLY – YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER, THE ADMINISTRATOR OR THE OFFICE OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES (Consumer Services-Public Safety Division – Dept. of Municipal and Community Affairs-Government of the Northwest Territories, #600, 5201-50 Avenue, Yellowknife NT X1A 3S9) ORALLY OR IN WRITING.**
- C) ONTARIO ONLY – YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.**
- D) QUEBEC ONLY –** The following disclosures are added to the "...COMPLAINTS PROTOCOL" section: *Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If You remain dissatisfied with the manner in which Your complaint has been handled, or with the results of the complaint protocol, You may send Your complaint to the AMF who will study Your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:*

*Toll Free: 1-877-525-0337*

*Québec: (418) 525-0337*

*Montréal: (514) 395-0311*

*[www.lautorite.qc.ca](http://www.lautorite.qc.ca)*

*If You have a complaint specifically about Lloyd's Underwriters' complaints handling procedures You may contact the FCAC. Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:*

*427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9*

*Services in English: 1-866-461-FCAC (3222)*

*Services in French: 1-866-461-ACFC (2232)*

*[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)*

*The parties acknowledge that they have requested that this Agreement and all ancillary documents be drawn up in the English language only. Les parties reconnaissent avoir exigé que cette convention ainsi que tous les documents y afférents soient rédigés en anglais seulement.*