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“MICROSOFT COMPLETE FOR BUSINESS”

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CANADA  
Commercial Extended Warranty Insurance Policy  
Terms & Conditions

*Thank you for purchasing “Microsoft Complete for Business”!*

Please keep this important terms and conditions Policy document and Proof of Purchase together in a safe place, as these will be needed at time of Claim. The information contained in this Policy document is intended to serve as a valuable reference guide to help the Holder determine and understand “WHAT IS COVERED” under this Policy. For any questions regarding the information contained in this Policy document, or Coverage in general, please contact the Administrator toll-free at 1-855-425-8900.

**BE SURE TO REGISTER THIS EXTENDED WARRANTY INSURANCE POLICY ONLINE!**

**In order to maximize the Holder’s benefits, please go to <https://mybusinessservice.surface.com/> and register this Extended Warranty Insurance Policy within 10 days of purchase. Failure to do so may result in significant service delays at time of Claim.**

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**DEFINITIONS**

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

- **“Extended Warranty Insurance Policy”, “Policy”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Complete for Business program that has been provided to Holder upon purchase completion from Our Retailer.
- **“We”, “Us”, “Our”, “Provider”, “Obligor”, “Administrator”**: refer to the party obligated to provide service and administration under this Extended Warranty Insurance Policy, who is AMT Warranty Corp. of Canada, ULC, 421 7<sup>th</sup> Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
- **“Microsoft”**: the original equipment manufacturer of the Covered Product.
- **“Retailer”**: the seller that has been authorized by Microsoft and Us to sell this Policy to the Holder.
- **“Policy Holder”, “Holder”**: the original purchaser/owner of the Product(s) that is to be Covered under the provisions of this Extended Warranty Insurance Policy.
- **“Covered Product(s)”, “Product(s)”**: the eligible item(s) that was originally purchased by the Holder that is to be Covered under this Policy.
- **“Product Purchase Price”**: the amount paid by the Holder for the Covered Product, excluding any applicable taxes and/or fees.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which this Policy and Covered Product were purchased, as well as the Term period.
- **“Term”**: the period of time in which the provisions of this Policy are valid.
- **“Claim”**: a request for Repair or Replacement in accordance with this Policy sent by the Holder.
- **“Breakdown”**: the mechanical and/or electrical failure of the original Covered Product that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear/tear, and that occurs during normal use of the Product.
- **“Power Surge”**: damage to the Product resulting from an oversupply of voltage to the Holder’s 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 the Holder is required to pay, per Claim, for services Covered under this Policy (if any).
- **“ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the Covered Product, liquid spillage, or attributable to screen breakage.
- **“Repair(s)”**: the actions We take to mend, remedy, or restore the Holder’s 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)”**: an item supplied to the Holder through Our arrangement in the event We determine the original Covered Product is not suitable for Repair. (NOTE: We reserve the right to Replace the original Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality, and We make no guarantee that a Replacement will be the same model, size, dimensions or color as the original Covered Product.)

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**TERRITORY**

THIS EXTENDED WARRANTY INSURANCE POLICY IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, and Yukon. (NOTICE – the following jurisdictions are expressly EXCLUDED: Newfoundland & Labrador, Northwest Territories, Nunavut, Ontario, Prince Edward Island, Quebec, and Saskatchewan, all continental United States of America plus Alaska and Hawaii, and all outlying U.S. territories, including but not limited to Puerto Rico.)

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**POLICY TERM – EFFECTIVE DATE OF COVERAGE**

1. **Coverage for damages to the Covered Product resulting from Power Surge or ADH/ADP** begins upon Product purchase date and continues for the Term shown on the Holder’s 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 the Term shown on the Holder’s Proof of Purchase.
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**PRODUCT ELIGIBILITY**

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

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**WHAT IS COVERED – GENERAL**

During the POLICY TERM described above, in the event of a Covered Claim this Policy 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”, “Covered”, “Cover”**).

Coverage described in this Policy 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 Policy; regardless of the manufacturer’s ability to fulfill its obligations. We will Repair or Replace the Holder’s Product pursuant to the provisions of this Policy. If We decide to provide a Replacement Product, technological advances may result in a Replacement with a lower retail or market 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 Policy 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 DETAILS

**BREAKDOWN PLUS ADH COVERAGE for an Eligible Microsoft Surface series Product.** When this Policy has been purchased for an eligible Microsoft Surface series device, Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage (subject to the following provisions):

**DEDUCTIBLE:** No Deductible payment is required for service under this Policy.

**LIMIT OF LIABILITY:** During the Policy Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Policy is (at Our sole discretion):

- **For Breakdown Covered Claims:**
  - **Aggregate Repair Limit:** unlimited repairs to the Covered Product up to the amount equal to the original Product Purchase Price. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under the Holder’s Policy ends.
  - **Replacement Limit:** up to one (1) replacement of the Holder’s original Covered Product in the event We determine that the original Covered Product cannot be repaired. If the original Covered Product has already been replaced once for a defined Breakdown, Our obligations for Breakdown Coverage will be considered fulfilled and Breakdown Coverage under the Holder’s Policy ends.
- **For ADH Covered Claims:**
  - **Aggregate Repair Limit:** unlimited repairs to the Covered Product up to twice the amount of the original Product Purchase Price. For any one Covered Claim, the maximum amount We will pay will not exceed to the original Product Purchase Price. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under the Holder’s Policy ends.
  - **Replacement Limit:** up to two (2) replacements for the Holder’s Covered Product in the event We determine that the Covered Product cannot be repaired. Once the Holder’s Product has already been replaced twice for an ADH cause, Our obligations for ADH Coverage will be considered fulfilled and ADH Coverage under the Holder’s Policy ends.

**NOTICE – ABOUT REPLACEMENTS:** 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 Policy, 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 the Holder 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, the Holder 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 POLICY – NO LEMON GUARANTEE

This Policy also provides a “NO LEMON GUARANTEE”. During the Term, if the Holder’s Product has three (3) Repairs Covered under this Policy for the same problem and a fourth (4<sup>th</sup>) Repair is required for the same problem and considered Covered under this Policy (“**Qualifying Service Repairs**”), We will Replace the Holder’s Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide the Holder 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 the Holder’s 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 all Covered Claims, this Policy provides pre-paid shipping of the affected Product to the servicing location designated by the Administrator, as well as shipping of the Repaired Product (or Replacement, if applicable) back to the Holder’s registered location on file.

## LIMIT OF LIABILITY

In addition to that which is noted in the “COVERAGE DETAILS” section above, 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 the Holder, including any inherent Product flaws.

## WHAT IS NOT COVERED – EXCLUSIONS

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

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| A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO THE HOLDER (“PRE-EXISTING CONDITIONS” REFERS TO A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE HOLDER’S PRODUCT BEFORE THIS POLICY WAS PURCHASED); | J) FORTUITOUS EVENTS; INCLUDING, BUT NOT LIMITED TO: RIOT, NUCLEAR RADIATION, WAR/HOSTILE ACTION OR RADIOACTIVE CONTAMINATION, 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) IMPROPER PACKAGING AND/OR TRANSPORTATION BY THE HOLDER OR THE HOLDER’S REPRESENTATIVE RESULTING IN DAMAGE TO THE PRODUCT WHILE IT IS IN TRANSIT, INCLUDING IMPROPERLY SECURING THE PRODUCT DURING TRANSPORTATION;   | K) LACK OF PERFORMING THE MANUFACTURER’S RECOMMENDED MAINTENANCE, OPERATION/STORAGE OF THE PRODUCT IN CONDITIONS OUTSIDE OF THE MANUFACTURER’S SPECIFICATIONS OR INSTRUCTIONS;  |
| C) MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US;  | L) IMPROPER USE OF ELECTRICITY AND POWER FLUCTUATIONS;  |
| D) DAMAGE FROM FREEZING OR OVERHEATING;  | M) MERCHANDISE THAT IS SUBJECT TO A MANUFACTURER’S RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR; REGARDLESS OF THE MANUFACTURER’S ABILITY TO PAY FOR SUCH REPAIRS;  |
| E) NORMAL WEAR AND TEAR;   | N) MERCHANDISE THAT HAS REMOVED OR ALTERED SERIAL NUMBERS;  |
| F) 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;  | O) ANY CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS EXTENDED WARRANTY CONTRACT, OR LOSS OF USE OR DATA DURING THE   |
| G) VIRUSES, VANDALISM, LOSS, THEFT, OR MALICIOUS MISCHIEF OR DISAPPEARANCE;  |   |
| H) RUST, CORROSION, WARPING, BENDING;  |   |
| I) ANIMALS (INCLUDING PETS), ANIMAL INHABITATION OR INSECT INFESTATION;  |   |

- PERIOD OF TIME IN WHICH THE PRODUCT IS AT AN AUTHORIZED SERVICER OR OTHERWISE AWAITING PARTS AS AUTHORIZED BY US;
- P) 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 OPERATIONAL FUNCTION; SUCH AS SCRATCHES, ABRASIONS, OR CHANGES IN COLOR, TEXTURE, OR FINISH);
- Q) NORMAL PERIODIC OR PREVENTIVE MAINTENANCE, USER EDUCATION OR SET UP ADJUSTMENTS;
- R) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY A WARRANTY, GUARANTEE, OTHER EXTENDED WARRANTY CONTRACT, OR INSURANCE;
- S) 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;
- T) 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;
- U) 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 POLICY), CONNECTORS, CORDS, FUSES, KEYPADS, PLASTIC BODY OR MOLDING, SWITCHES AND WIRING; OR COVERAGE THAT WOULD VIOLATE ANY CANADIAN ECONOMIC OR TRADE SANCTIONS;
- V) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; OR
- W) ANY SERVICES PERFORMED IN CONFLICT WITH THE TERRITORY PROVISION OF THIS EXTENDED WARRANTY INSURANCE POLICY.

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

IF THE HOLDER’S 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 THE HOLDER IS RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

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## HOW TO FILE A CLAIM

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

For best service, have the Holder’s Proof of Purchase readily available and call Us toll-free at 1-855-425-8900. Our authorized representatives will promptly obtain details regarding the issue the Holder is 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, the Holder will be given a *Claim service request number* and further instructions on how service will be provided under this Policy.

*The affected Product should never be returned to the Retailer or shipped anywhere unless We have provided instructions to do so.* If We request the defective Product to be returned, this Policy provides pre-paid shipping for both to and from Our authorized servicer, and the following items must be included in the pre-paid shipment package:

- (1) The defective Product;
- (2) A copy of the Holder’s Proof of Purchase;
- (3) A brief written description of the problem the Holder is experiencing with the Product; and
- (4) A prominent notation of the Holder’s *Claim service request number* that was provided by the Administrator.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If the Holder’s Term expires during the time of an approved Claim, Coverage under this Policy 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 the Holder’s Policy.

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## RENEWABILITY

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

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## TRANSFERABILITY

Coverage under this Policy cannot be transferred to any other party or product.

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## CANCELLATION

*The Holder may cancel this Policy at any time by informing the Administrator at 1-855-425-8900 (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Policy only. NO CANCELLATION FEE APPLIES.*

### IF HOLDER CANCELS THIS POLICY:

1. Within 30 days of the Policy purchase date, the Holder will receive a 100% refund of the full Policy purchase price paid by the Holder, minus any Claims paid by Us. If the Holder’s refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to the Holder’s due refund for every thirty (30) days the refund is not paid by Us. NOTICE: If the purchase of this Policy was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the Holder.
2. After 30 days from the Policy purchase date, the Holder will receive a pro-rata refund of the Policy purchase price paid by the Holder, minus any Claims paid by Us. NOTICE: If the purchase of this Policy was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the Holder.

### WE MAY ONLY CANCEL THIS POLICY FOR:

1. Non-payment of the Policy purchase price/fee by the Holder;
2. Material misrepresentation by the Holder; or
3. Substantial breach of duties under this Policy by the Holder in relation to the Covered Product or its use.

If We cancel this Policy, We will provide written notice to the Holder at least 15 days prior to the effective date of cancellation. Such notice will be sent to the Holder's 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 Policy, the Holder will receive a refund based upon the same criteria as outlined above.

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

Lloyd's strives to enhance the Holder's 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 the Holder's concerns as Our valued customer are addressed expeditiously by Our representatives. This protocol will assist the Holder 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 THE HOLDER ARE NOT SATISFIED WITH OUR PRODUCTS OR SERVICES, THE HOLDER CAN TAKE THE FOLLOWING STEPS TO ADDRESS THE ISSUE:

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

The Holder's complaint will be directed to the appropriate business contact for handling. They will write to the Holder within two business days to acknowledge receipt of the Holder's complaint and to let the Holder know when they 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 the Holder, and in the last stages, they will issue a final letter of position on the Holder's complaint. In the event that the Holder's concerns are still not addressed to their satisfaction, the Holder has the right to continue their pursuit to have their 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).

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### PRIVACY AND DATA PROTECTION

The Holder agrees that any information or data disclosed to Us under this Policy is not confidential. Furthermore, the Holder agrees that We may collect and process data on the Holder's behalf when We provide the services contemplated under this Policy. This may include transferring the Holder's data to affiliated companies or third party service providers. Except for the purposes of providing services in this Policy, We will not share the Holder's information with third parties without the Holder's permission and We will comply with applicable privacy and data protection laws in the Holder's specific jurisdiction. Unless specifically prohibited by the Holder's jurisdiction's privacy and data protection laws, We may transfer the Holder's information to other countries and jurisdictions provided that anyone to whom We transfer the Holder's information provides an adequate level of protection. In addition, the Holder's information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

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### 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 the Holder 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.** The Holder expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address the Holder provide Us. All notices or requests pertaining to this Policy 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 the Holder is considered delivered when sent to the Holder by email or fax number that the Holder provided to Us, or three (3) days after mailing to the street address the Holder provided.

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### ENTIRE AGREEMENT

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

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### SANCTION LIMITATIONS

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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### SERVICE OF SUIT CLAUSE (CANADA) (Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

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### CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding Your rights both when You shop for insurance and when You submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between You and Your insurer and the insurance laws of Your province. With rights, however, come responsibilities including, for example, the expectation that You will provide complete and accurate information to Your insurer. Your Policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that Your rights are protected.

**Right to Be Informed** – You can expect to access clear information about Your Policy, Your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet Your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a Policy within a reasonable prescribed period prior to the expiration of the Policy, if the customer provides information required for determining renewal terms of the Policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the Policy.

You have the right to ask who is providing compensation to Your broker or agent for the sale of Your insurance. Your broker or agent will provide information detailing for You how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom You deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

**Responsibility to Ask Questions and Share Information** – To safeguard Your right to purchase appropriate coverage at a competitive price, You should ask questions about Your Policy so that You understand what it covers and what Your obligations are under it. You can access information through one-on-one meetings with Your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits Your insurance needs. To maintain Your protection against loss, You must promptly inform Your broker or agent of any change in Your circumstances.

**Right to Complaint Resolution** – Insurers, their brokers and agents are committed to high standards of customer service. If You have a complaint about the service You have received, You have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide You with information about how You can ensure that Your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

**Responsibility to Resolve Disputes** – You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

**Right to Professional Service** – You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve You.

**Right to Privacy** – Because it is important for You to disclose any and all information required by an insurer to provide the insurance coverage that best suits You, You have the right to know that Your information will be used for the purpose set out in the privacy statement made available to You by Your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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## NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- The communication with Lloyd's policyholders
- The underwriting of policies
- The evaluation of claims
- The detection and prevention of fraud
- The analysis of business results
- Purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandatories, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

To obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [lineage@lloyds.ca](mailto:lineage@lloyds.ca) who will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514-861-8361, 1-877-455-6937, or through [info@lloyds.ca](mailto:info@lloyds.ca).

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## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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## NOTICE

Every action or proceeding against Us for the recovery of insurance benefits payable under this Policy is absolutely barred; unless commenced within the time set out in the Insurance Act of the Policy Holder's province of residence. This transaction is between the Policy Holder and Us. In arranging this transaction described herein, Retailer, by whom the sales associate is employed, is representing Us. The nature and extent of interest of the Retailer in Us is none. The nature and extent of interest of Us in the Retailer is none.

### THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

For the purpose of the Insurance Companies Act (Canada), this document was issued in the course of Lloyd's insurance business in Canada.

This insurance is 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, in accordance with the authority granted under binding authority contract, UMR-B0046AMTEW15.

THE CONTRACT POLICY HOLDER MAY CANCEL THIS POLICY BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.

**IN BRITISH COLUMBIA:** the Financial Institutions Act prohibit Us, the Retailer, or a sales associate from requiring the Policy Holder to transact additional or other business with Us or any other person or corporation as a condition of this transaction.