

## "MICROSOFT COMPLETE" EXTENDED WARRANTY

### CANADA

*For residents of Alberta, Manitoba, Newfoundland & Labrador, Nunavut, Ontario, Prince Edward Island or Quebec (ONLY)*

**CONGRATULATIONS!** Thank you for Your recent purchase of "Microsoft Complete" extended warranty contract (the "**Service Contract**"). We hope You enjoy Your new Product with the added comfort and protection this Service Contract provides. Please keep this document in a safe place along with the sales receipt You received when You purchased Your Product, as You may need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help you determine what is covered under the Service Contract. This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Original Product Purchase, constitutes the entire agreement between Us and You.

**DEFINITIONS:** Throughout this Service Contract, the following capitalized words have the stated meaning – "**We**", "**Us**", "**Our**", "**Administrator**": the party obligated to provide service under this Service Contract as the service contract provider/obligor, as well as handle the administration under this Service Contract as the service contract administrator, who is AMT Warranty Corp. of Canada, ULC, 1900 736 – 6<sup>th</sup> Avenue SW, Calgary, Alberta T2P 3T7. "**Retailer**": the seller that has been authorized by Us to sell this Service Contract to You. "**You**", "**Your**": the purchaser/owner of the Product(s) covered by this Service Contract. "**Product(s)**": the item(s) which You purchased with and is covered by this Service Contract. "**Original Purchase Price**": the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales receipt. "**Term**": the period of time in which the provisions of this Service Contract are valid. "**Failure**": the mechanical and/or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship; occurring during normal use of the Product. "**Power Surge**": damages 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 Service Contract (if any). "**ADH**": accidental damage from handling.

#### **SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE:**

1. Coverage for damages to Your Product resulting from Power Surge or accidental damage from handling (if applicable, as indicated in the COVERAGE PLAN item below relevant to Your Plan purchase) begins on the date of Product purchase or delivery (if different from Product purchase date) and continues for the Term shown on Your sales receipt.
2. Coverage for a Failure resulting from mechanical and/or electrical breakdown, as referenced within the definition of "Failure" above, begins upon expiration of the shortest portion of the manufacturer's original parts and/or labour warranty and continues for the remainder of Your Term shown on Your sales receipt.

**WHAT IS COVERED:** In the event of a covered claim, Your Plan provides labour and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your originally covered Product in lieu of repair. When applicable and provided to You, a replacement product may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand (if unavailable).

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOUR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Technological advances may result in a replacement product with a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference. Any and all parts or units replaced under this Service Contract become Our property in their entirety.

#### **COVERAGE PLAN OPTIONS:**

##### **1. LAPTOP/DESKTOP/TABLET PLANS:**

- A. LAPTOP/DESKTOP/TABLET PLAN (NO ADH)** – *If You purchased a Laptop, Desktop or Tablet Plan ("Your Plan") as evidenced on Your sales receipt, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.*

**DEDUCTIBLE – LAPTOP/DESKTOP/TABLET PLAN (NO ADH):** Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Product.

**LIMIT OF LIABILITY – LAPTOP/DESKTOP/TABLET PLAN (NO ADH):** During Your Plan Term, the maximum amount that We will pay for services in connection with all claims pursuant to this Service Contract shall not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Service Contract shall be considered fulfilled in its entirety.

*NOTE: The LAPTOP/DESKTOP/TABLET Plan does not provide coverage for damages resulting from accidental damage from handling unless ADH Coverage has been purchased and is evidenced on Your sales receipt.*

- B. LAPTOP/DESKTOP/TABLET PLAN with ADH –** *If You purchased the Laptop, Desktop or Tablet Plan including ADH (“Your Plan”) as evidenced on Your sales receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labour and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid, or in association with screen breakage.*

**DEDUCTIBLE – LAPTOP/DESKTOP/TABLET PLAN with ADH:** Under Your Plan, You are required to pay a forty-nine dollar (\$49.00 (CAD)) Deductible, per ADH claim, for covered services under this Service Contract; which must be paid at the time services are authorized by Us.

**LIMIT OF LIABILITY – LAPTOP/DESKTOP/TABLET PLAN with ADH:** During Your Plan Term, the maximum amount that We will pay for services in connection with all claims pursuant to this Service Contract shall not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Service Contract shall be considered fulfilled in its entirety.

## 2. SURFACE PLANS:

- A. SURFACE PLAN (NO ADH) –** *If You purchased the Surface Plan (“Your Plan”) as evidenced on Your sales receipt, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.*

**DEDUCTIBLE – SURFACE PLAN (NO ADH):** Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Product.

**LIMIT OF LIABILITY – SURFACE PLAN (NO ADH):** During Your Plan Term, the maximum amount that We are obligated to pay for services in connection with all claims pursuant to this Service Contract is the Original Purchase Price of Your Product, or one (1) replacement, at Our sole discretion.

*NOTE: The Surface Plan does not provide coverage for damages resulting from accidental damage from handling unless ADH Coverage has been purchased and is evidenced on Your sales receipt.*

- B. SURFACE PLAN with ADH –** *If You purchased the Surface Plan including ADH (“Your Plan”) as evidenced on Your sales receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labour and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid, or in association with screen breakage.*

**DEDUCTIBLE – SURFACE PLAN with ADH:** Under Your Plan, You are required to pay a forty-nine dollar (\$49.00 (CAD)) Deductible, per ADH claim, for covered services under this Service Contract; which must be paid at the time services are authorized by Us.

**LIMIT OF LIABILITY – SURFACE PLAN with ADH:** During Your Plan Term, the maximum amount that We are obligated to pay for services in connection with all claims pursuant to this Service Contract is the Original Purchase Price of Your Product, or up to two (2) replacements, at Our sole discretion.

**NOTICE – About Replacements under any/all SURFACE PLANS:** Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will not be provided with a replacement device; unless, the replacement device model differs from the original (in such instances a standard plug-in charger will be included with the replacement device). Replacement devices may not be the same brand, model or color as Your original Product (if unavailable), and will include the applicable International Manufacturer’s Equipment Identification (IMEI) or Electronic Serial Number (ESN).

**3. XBOX PLAN:** *If You purchased the Xbox Replacement Plan (“Your Plan”) as evidenced on Your sales receipt, in addition to providing service as described in section WHAT IS COVERED above, Your Plan also provides the following:*

- A. Product Coverage:** Your Plan includes coverage for: (a) one (1) Xbox console Product, (b) one (1) Kinect motion sensing device Product, and (c) up to two (2) Xbox standard controller Product when purchased from Microsoft as a single bundle or package.
- B. Replacement Coverage:** In the event of a covered claim, Your Plan provides: (a) a single replacement of Your originally purchased Xbox console and Kinect motion sensing device Products, and (b) up to two (2) replacements of Your originally purchased Xbox standard controller Product.

DEDUCTIBLE – XBOX PLAN: Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Products.

LIMIT OF LIABILITY – XBOX PLAN: During Your Plan Term the maximum amount that We will pay pursuant to this Service Contract shall not exceed: (a) one (1) replacement of Your Xbox console and Kinect motion sensing device Products, plus (b) two (2) replacements of Your Xbox standard controller Product, at Our sole discretion.

*NOTE: The Xbox Plan does not provide coverage for damages resulting from ADH.*

**4. SMARTPHONE PLAN with ADH:** *If You purchased the Smartphone Plan (“Your Plan”) as evidenced on Your sales receipt, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labour and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid, or in association with screen breakage. Additionally, Your Plan provides:*

- A. 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*).
- B. Damaged or Defective Buttons or Connectivity Ports:** labour 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.
- C. Defective Pixels:** labour and/or parts required to repair defective pixels on the display area of Your Product, when at least three (3) pixels are defective.
- D. Dust, Internal Overheating, Internal Humidity/Condensation:** labour and/or parts required to repair Failure of Your Product resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Product.

DEDUCTIBLE – SMARTPHONE PLAN: Under Your Plan, You are required to pay a forty-nine dollar (\$49.00 (CAD)) Deductible, per claim, for covered services under this Service Contract; except for those resulting from mechanical and/or electronic Failures. *Note: Your Deductible must be paid prior to the time services are authorized by Us.*

LIMIT OF LIABILITY – SMARTPHONE PLAN: Under Your Plan, for any single claim, the maximum amount We will pay will be the lesser of: (1) the cost of the authorized repairs; or (2) replacement of Your original Product (*up to two (2) replacements under Your Plan Term*). During Your entire Term, in the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We provide You with two (2) replacements, Our obligation to You under this Service Contract will be considered fulfilled in its entirety and Your coverage ends.

NOTICE – About Replacements under the SMARTPHONE PLAN: Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will not be provided with a replacement device; unless, the replacement device model differs from the original (in such instances a standard plug-in charger will be included with the replacement device). Replacement devices may not be the same brand, model or color as Your original Product (if unavailable), and will include the applicable International Manufacturer’s Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID).

**ADDITIONAL BENEFIT INCLUDED THIS SERVICE CONTRACT – NO LEMON GUARANTEE:**

If three (3) service repairs have been completed for the same problem on an individual component of Your Product; which first began after the manufacturer’s warranty period had expired (“Qualifying Service Repairs”), and that Product component requires a fourth repair for an identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily the same brand. The cost of the replacement will not exceed the original purchase price of Your Product and may be less due to technological advances. Once a Product is replaced, then this Service Contract is considered fulfilled and We shall have no further obligation to provide service under this Service Contract. Preventative maintenance checks, cleaning,



product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done to the equipment are not considered repairs for the purposes of this No Lemon Guarantee. Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.

**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); UNLESS Your Plan is the "Xbox Plan" as evidenced on Your sales receipt.

**LIMIT OF LIABILITY:** In addition to that which is noted in the COVERAGE PLAN 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 Failure 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; including any inherent Product flaws.

**WHAT IS NOT COVERED: AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM:** (a) Pre-existing conditions; (b) Merchandise sold without a manufacturer's warranty or "AS IS"; (c) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; (d) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals (including external peripheral keyboards if the Product includes a virtual keyboard and any associated carrying cases or stands) or any items considered to be expendable or consumer replaceable; (e) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us; (f) Products that are intended for Commercial Use ("Commercial Use" refers to any non-residential use; including rental, business, educational and institutional use); (g) Riot, nuclear radiation, war/hostile action, radioactive contamination, etc.; (h) Damage from freezing or overheating; (i) Inadequate or interruption of electrical service; (j) Neglect, negligence, misuse, Abuse ("Abuse" refers to the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), vandalism, theft, or malicious mischief or disappearance; (k) Rust, corrosion, warping, bending; (l) Animals, animal inhabitation or insect infestation; (m) Causes beyond Your control; such as battery failure/leakage, inadequate plumbing, environmental conditions, exposure to weather conditions or external perils of nature (including but not limited to: fire, flood, smoke, sand, dirt, lightning, humidity, storms, wind, hail and earthquake); (n) Operation of the Product outside of the manufacturer's operational or environmental specifications; (o) Collision, collapse or explosion of/with another object; (p) Dropping the Product, liquid damage of any kind, or screen breakage; unless "ADH Coverage" or a "SMARTPHONE PLAN" is evidenced on Your sales receipt; (q) Damage to a covered part caused by a non-covered part; (r) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product in a manner that would otherwise void the original manufacturer's warranty or that is contrary to the design and function for which the Product was originally intended; (s) Operational errors; (t) Loss of electricity, "power brown-out" or improper use of electricity; (u) Products subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error, etc.; regardless of the manufacturer's ability to pay for such repairs; (v) Merchandise that has removed or altered serial numbers; (w) Consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at a repair facility or otherwise awaiting parts as authorized by Us; (x) Non-Failure problems, including but not limited to: 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), imperfections, noises, squeaks, etc.; (y) Normal periodic or preventive maintenance, user education or set up adjustments; (z) Any service of the Product that is covered by a manufacturer's warranty or other extended warranty contract providing the same coverage as that which is provided in this Service Contract; (aa) Structural items or frames; (bb) Attachments that are essential to the basic function of the Product, but not provided by the manufacturer or not included in the original sale of the Product; (cc) Screen/monitor imperfections, including burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, etc. or cracked screens (except as may otherwise be covered if "ADH Coverage" or a "SMARTPHONE PLAN" is evidenced on Your sales receipt); (dd) LCD/LED/plasma resolution or breakdown, pixel burnout or other image breakdown that is not in accordance with the manufacturer's specifications and/or minimum display standards, and pixel illumination issues which do not affect the overall viewing of the display (i.e. missing pixels, intermittent pixels, wrong color pixels); except as may otherwise be covered if the "SMARTPHONE PLAN" is evidenced on Your sales receipt; (ee) Signal reception or transmission problems resulting from external causes; (ff) 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 otherwise be covered if the "SMARTPHONE PLAN" is evidenced on Your sales receipt), connectors, cords, dials, fuses, keypads,

plastic body or molding, switches, thermostats and wiring; (gg) Cost of removal or disposal of the Product from Your possession in order to comply with any EPA requirements; (hh) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or (ii) Any service performed outside of Canada or the continental 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 SERVICE 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 SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR 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.

**WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE:** Call Us at 877-696-7786 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to carry-in or ship Your Product to an authorized service center or designated Retailer. For fast service, have Your Service Contract purchase sales receipt and original Product purchase sales receipt available when You call. You may be required to provide a copy of these proofs of purchase at time of service. THIS SERVICE CONTRACT MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. In the event Your Service Contract expires during the time of an approved claim, this Service Contract is extended until the claim has been fulfilled.

**RENEWAL:** This Service Contract may be renewed after Your Term expiration, at Our discretion. 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.

**TRANSFERS:** Coverage under this Service Contract may be transferred by You to any person residing in the Canadian province of Alberta, Manitoba, Newfoundland & Labrador, Nunavut, Ontario, Prince Edward Island or Quebec by contacting Us at 877-696-7786. Conversely, this Service Contract may *not* be transferred to any person residing in the Canadian province of British Columbia, New Brunswick, Nova Scotia, Saskatchewan or Yukon.

**GUARANTEE:** Our obligations under this Service Contract are insured by an insurance policy issued by Industrial Alliance Pacific, General Insurance Corporation, 2165 West Broadway, Vancouver, BC V6K 4N5.

**CANCELLATION:** You may cancel this Service Contract by informing Us of Your cancellation request within 30 days of the purchase of the Service Contract and You will receive a 100% refund of the full purchase price of this Service Contract paid by You, less any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less any claims paid by Us, less an administrative fee not to exceed 10% of the Service Contract purchase price or \$10.00 (CAD); whichever is less.

If We cancel this Service Contract, We may only cancel for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) a substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent to Your current email address in Our file (or physical address if necessary), with the effective date of cancellation and reason for cancellation. If We cancel this Service Contract, You will receive a refund based upon one-hundred percent of the unearned pro-rata purchase price of this Service Contract paid by You, minus any claims paid by Us.

**PROVINCIAL REQUIREMENTS: Regulation of extended warranty contracts may vary widely from province to province. Any provision within this Plan which conflicts with the laws of the province where this Plan was purchased shall automatically be considered to be modified in conformity with applicable provincial laws and regulations as set forth below. The following provincial requirements apply if Your Plan was purchased in one of the following provinces and supersede any other provision within Your Plan terms and conditions to the contrary.**

- **Nunavut Only:** YOU MAY CANCEL THIS PLAN 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 XIA 3S9) ORALLY OR IN WRITING.
- **Ontario Only:** YOU MAY CANCEL THIS PLAN BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.

- **Quebec Only:** The following disclosure statement is added: The parties acknowledge that they have requested that this Service Contract and any/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.*

## "MICROSOFT COMPLETE" INSURANCE POLICY

### CANADA

*For residents of British Columbia, New Brunswick, Nova Scotia, Saskatchewan or Yukon (ONLY)*

**CONGRATULATIONS!** Thank you for Your recent purchase of "Microsoft Complete" insurance (the "**Policy**"). We hope You enjoy Your new Product with the added comfort and protection this Policy provides. Please keep this document and Your forthcoming Declarations Page in a safe place along with the sales receipt You received when You purchased Your Product, as You may need them to verify Your coverage at time of service. This information will serve as a valuable reference guide and will help you determine what is covered under the Policy. This Policy; including the terms, conditions, limitations, exceptions and exclusions, Your (forthcoming) Declarations Page and the sales receipt for Your Original Product Purchase, constitutes the entire agreement between Us and You.

**DEFINITIONS:** Throughout this Policy, the following capitalized words have the stated meaning – "**We**", "**Us**", "**Our**": Industrial Alliance Pacific, General Insurance Corporation, 2165 West Broadway, Vancouver, BC V6K 4N5. "**Administrator**": the entity authorized by Us to administrate coverage under this Policy, who is AMT Warranty Corp. of Canada, ULC, 1900 736 – 6<sup>th</sup> Avenue SW, Calgary, Alberta T2P 3T7 (c/o P.O. Box 1189, Bedford, TX 76095; USA). "**Retailer**": the seller that has been authorized by Us to sell this Policy to You. "**You**", "**Your**", "**Policy Holder**": the purchaser/owner of the Product(s) covered by this Policy. "**Product(s)**": the item(s) which You purchased with and is covered by this Policy. "**Original Purchase Price**": the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on the original Product purchase sales receipt. "**Declarations Page**": means the (forthcoming) document that is provided to You from the Administrator; which must be attached to and forms a part of Your complete Policy and lists information regarding the Plan Holder, the purchased coverage plan option and other vital information. "**Term**": the period of time in which the provisions of this Policy are valid. "**Failure**": the mechanical and/or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship; occurring during normal use of the Product. "**Power Surge**": damages 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 the Policy Holder is required to pay, per claim, for services covered under this Policy (if any). "**ADH**": accidental damage from handling.

#### **POLICY TERM – EFFECTIVE DATE OF COVERAGE:**

1. Coverage for damages to Your Product resulting from Power Surge or accidental damage from handling (if applicable, as indicated in the COVERAGE PLAN item below relevant to Your Plan purchase) begins on the "Policy Start Date" and continues until the "Policy End Date" shown on Your Declarations Page.
2. Coverage for a Failure resulting from mechanical and/or electrical breakdown, as referenced within the definition of "Failure" above, begins upon expiration of the shortest portion of the manufacturer's original parts and/or labour warranty and continues until the "Policy End Date" shown on Your Declarations Page.

**WHAT IS COVERED:** In the event of a covered claim, Your Plan provides labour and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your originally covered Product in lieu of repair. When applicable and provided to You, a replacement product may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same brand (if unavailable).

IMPORTANT: COVERAGE DESCRIBED IN THIS POLICY WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOUR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Technological advances may result in a replacement product with a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference. Any and all parts or units replaced under this Policy become Our property in their entirety.

#### **COVERAGE PLAN OPTIONS:**

##### **1. LAPTOP/DESKTOP/TABLET PLANS:**

- A. LAPTOP/DESKTOP/TABLET PLAN (NO ADH)** – If You purchased a Laptop, Desktop or Tablet Plan ("Your Plan") as evidenced on Your Declarations Page, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.

**DEDUCTIBLE – LAPTOP/DESKTOP/TABLET PLAN (NO ADH):** Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Product.

**LIMIT OF LIABILITY – LAPTOP/DESKTOP/TABLET PLAN (NO ADH):** During Your Plan Term, the maximum amount that We will pay for services in connection with all claims pursuant to this Policy shall not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Policy shall be considered fulfilled in its entirety.

*NOTE: The LAPTOP/DESKTOP/TABLET Plan does not provide coverage for damages resulting from accidental damage from handling unless ADH Coverage has been purchased and is evidenced on Your Declarations Page.*

- B. LAPTOP/DESKTOP/TABLET PLAN with ADH –** *If You purchased the Laptop, Desktop or Tablet Plan including ADH (“Your Plan”) as evidenced on Your Declarations Page, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labour and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid, or in association with screen breakage.*

**DEDUCTIBLE – LAPTOP/DESKTOP/TABLET PLAN with ADH:** Under Your Plan, You are required to pay a forty-nine dollar (\$49.00 (CAN)) Deductible, per ADH claim, for covered services under this Policy; which must be paid at the time services are authorized by the Administrator.

**LIMIT OF LIABILITY – LAPTOP/DESKTOP/TABLET PLAN with ADH:** During Your Plan Term, the maximum amount that We will pay for services in connection with all claims pursuant to this Policy shall not exceed the Original Purchase Price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We replace Your Product for any reason, Our obligation to You under this Policy shall be considered fulfilled in its entirety.

## 2. SURFACE PLANS:

- A. SURFACE PLAN (NO ADH) –** *If You purchased the Surface Plan (“Your Plan”) as evidenced on Your Declarations Page, Your Plan includes coverage for Your Product as described in the WHAT IS COVERED section above.*

**DEDUCTIBLE – SURFACE PLAN (NO ADH):** Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Product.

**LIMIT OF LIABILITY – SURFACE PLAN (NO ADH):** During Your Plan Term, the maximum amount that We are obligated to pay for services in connection with all claims pursuant to this Policy is the Original Purchase Price of Your Product, or one (1) replacement, at Our sole discretion.

*NOTE: The Surface Plan does not provide coverage for damages resulting from accidental damage from handling unless ADH Coverage has been purchased and is evidenced on Your Declarations Page.*

- B. SURFACE PLAN with ADH –** *If You purchased the Surface Plan including ADH (“Your Plan”) as evidenced on Your Declarations Page, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labour and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid, or in association with screen breakage.*

**DEDUCTIBLE – SURFACE PLAN with ADH:** Under Your Plan, You are required to pay a forty-nine dollar (\$49.00 (CAN)) Deductible, per ADH claim, for covered services under this Policy; which must be paid at the time services are authorized by the Administrator.

**LIMIT OF LIABILITY – SURFACE PLAN with ADH:** During Your Plan Term, the maximum amount that We are obligated to pay for services in connection with all claims pursuant to this Policy is the Original Purchase Price of Your Product, or up to two (2) replacements, at Our sole discretion.

**NOTICE – About Replacements under any/all SURFACE PLANS:** Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will not be provided with a replacement device; unless, the replacement device model differs from the original (in such instances a standard plug-in charger will be included with the replacement device). Replacement devices may not be the same brand, model or color as Your original Product (if unavailable), and will include the applicable International Manufacturer’s Equipment Identification (IMEI) or Electronic Serial Number (ESN).

3. **XBOX PLAN:** *If You purchased the Xbox Replacement Plan ("Your Plan") as evidenced on Your sales receipt, in addition to providing service as described in section WHAT IS COVERED above, Your Plan also provides the following:*

- A. Product Coverage:** Your Plan includes coverage for: (a) one (1) Xbox console Product, (b) one (1) Kinect motion sensing device Product, and (c) up to two (2) Xbox standard controller Product when purchased from Microsoft as a single bundle or package.
- B. Replacement Coverage:** In the event of a covered claim, Your Plan provides: (a) a single replacement of Your originally purchased Xbox console and Kinect motion sensing device Products, and (b) up to two (2) replacements of Your originally purchased Xbox standard controller Product.

DEDUCTIBLE – XBOX PLAN: Under Your Plan, no Deductible payment is required prior to receiving covered services for Your Products.

LIMIT OF LIABILITY – XBOX PLAN: During Your Plan Term the maximum amount that We will pay pursuant to this Policy shall not exceed: (a) one (1) replacement of Your Xbox console and Kinect motion sensing device Products, plus (b) two (2) replacements of Your Xbox standard controller Product, at Our sole discretion.

*NOTE: The Xbox Plan does not provide coverage for damages resulting from ADH.*

4. **SMARTPHONE PLAN with ADH:** *If You purchased the Smartphone Plan ("Your Plan") as evidenced on Your Declarations Page, in addition to providing service as described in the WHAT IS COVERED section above, Your Plan also provides labour and/or parts required to repair Your Product if it experiences sudden and unforeseen ADH; such as damage resulting from dropping the Product, liquid, or in association with screen breakage. Additionally, Your Plan provides:*

- A. 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*).
- B. Damaged or Defective Buttons or Connectivity Ports:** labour 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.
- C. Defective Pixels:** labour and/or parts required to repair defective pixels on the display area of Your Product, when at least three (3) pixels are defective.
- D. Dust, Internal Overheating, Internal Humidity/Condensation:** labour and/or parts required to repair Failure of Your Product resulting from dust, internal overheating, internal humidity or condensation; occurring during normal use of the Product.

DEDUCTIBLE – SMARTPHONE PLAN: Under Your Plan, You are required to pay a forty-nine dollar (\$49.00 (CAN)) Deductible, per claim, for covered services under this Policy; except for those resulting from mechanical and/or electronic Failures. *Note: Your Deductible must be paid prior to the time services are authorized by the Administrator.*

LIMIT OF LIABILITY – SMARTPHONE PLAN: Under Your Plan, for any single claim, the maximum amount We will pay will be the lesser of: (1) the cost of the authorized repairs; or (2) replacement of Your original Product (*up to two (2) replacements under Your Plan Term*). During Your entire Term, in the event We make payments for repairs; which in the aggregate are equal to the Original Purchase Price of Your Product, or We provide You with two (2) replacements, Our obligation to You under this Policy will be considered fulfilled in its entirety and Your coverage ends.

NOTICE – About Replacements under the SMARTPHONE PLAN: Under Your Plan, when a replacement is applicable and provided to You in lieu of repair, any accessories that are not integral to the basic function of Your Product will not be provided with a replacement device; unless, the replacement device model differs from the original (in such instances a standard plug-in charger will be included with the replacement device). Replacement devices may not be the same brand, model or color as Your original Product (if unavailable), and will include the applicable International Manufacturer's Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID).

**ADDITIONAL BENEFIT INCLUDED THIS POLICY – NO LEMON GUARANTEE:**

If three (3) service repairs have been completed for the same problem on an individual component of Your Product; which first began after the manufacturer's warranty period had expired ("Qualifying Service Repairs"), and that Product component requires a fourth repair for an identical problem as determined by the Administrator, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily the same brand. The cost of the replacement will not exceed the original purchase price of Your Product and may be less due to technological advances. Once a Product is replaced, then this Policy is considered fulfilled and We shall have no further obligation to provide service under this Policy. Preventative maintenance checks, cleaning, product

diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done to the equipment are not considered repairs for the purposes of this No Lemon Guarantee. Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.

**PLACE OF SERVICE:** For covered claims, You are responsible for transporting Your Product to a service center authorized by the Administrator (i.e. carry-in delivery or prepaid and insured shipment); UNLESS Your Plan is the "Xbox Plan" as evidenced on Your Declarations Page.

**LIMIT OF LIABILITY:** In addition to that which is noted in the COVERAGE PLAN section as applicable to Your Plan, neither We nor the Administrator 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 Failure 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 Administrator nor the Retailer shall be liable for any and all pre-existing conditions; including any inherent Product flaws.

**WHAT IS NOT COVERED: AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS POLICY DOES NOT COVER ANY FAILURE, LOSS, REPAIRS OR DAMAGE IN CONNECTION WITH OR RESULTING FROM:** (a) Pre-existing conditions; (b) Merchandise sold without a manufacturer's warranty or "AS IS"; (c) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; (d) Installation, removal, reinstallation or improper installation of parts/components, upgrades, attachments, accessories, peripherals (including external peripheral keyboards if the Product includes a virtual keyboard and any associated carrying cases or stands) or any items considered to be expendable or consumer replaceable; (e) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by the Administrator; (f) Products that are intended for Commercial Use ("Commercial Use" refers to any non-residential use; including rental, business, educational and institutional use); (g) Riot, nuclear radiation, war/hostile action, radioactive contamination, etc.; (h) Damage from freezing or overheating; (i) Inadequate or interruption of electrical service; (j) Neglect, negligence, misuse, Abuse ("Abuse" refers to the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), vandalism, theft, or malicious mischief or disappearance; (k) Rust, corrosion, warping, bending; (l) Animals, animal inhabitation or insect infestation; (m) Causes beyond Your control; such as battery failure/leakage, inadequate plumbing, environmental conditions, exposure to weather conditions or external perils of nature (including but not limited to: fire, flood, smoke, sand, dirt, lightning, humidity, storms, wind, hail and earthquake); (n) Operation of the Product outside of the manufacturer's operational or environmental specifications; (o) Collision, collapse or explosion of/with another object; (p) Dropping the Product, liquid damage of any kind, or screen breakage; unless "WITH ADH" or a "SMARTPHONE PLAN" is evidenced on Your Declarations Page; (q) Damage to a covered part caused by a non-covered part; (r) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions, or use of the Product in a manner that would otherwise void the original manufacturer's warranty or that is contrary to the design and function for which the Product was originally intended; (s) Operational errors; (t) Loss of electricity, "power brown-out" or improper use of electricity; (u) Products subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error, etc.; regardless of the manufacturer's ability to pay for such repairs; (v) Merchandise that has removed or altered serial numbers; (w) Consequential damages or delay in rendering service under this Policy, or loss of use or data during the period of time in which the Product is at a repair facility or otherwise awaiting parts as authorized by the Administrator; (x) Non-Failure problems, including but not limited to: 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), imperfections, noises, squeaks, etc.; (y) Normal periodic or preventive maintenance, user education or set up adjustments; (z) Any service of the Product that is covered by a manufacturer's warranty or other extended warranty insurance providing the same coverage as that which is provided in this Policy; (aa) Structural items or frames; (bb) Attachments that are essential to the basic function of the Product, but not provided by the manufacturer or not included in the original sale of the Product; (cc) Screen/monitor imperfections, including burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, etc. or cracked screens (except as may otherwise be covered if "WITH ADH" or a "SMARTPHONE PLAN" is evidenced on Your Declarations Page); (dd) LCD/LED/plasma resolution or breakdown, pixel burnout or other image breakdown that is not in accordance with the manufacturer's specifications and/or minimum display standards, and pixel illumination issues which do not affect the overall viewing of the display (i.e. missing pixels, intermittent pixels, wrong color pixels); except as may otherwise be covered if the "SMARTPHONE PLAN" is evidenced on Your Declarations Page; (ee) Signal reception or transmission problems resulting from external causes; (ff) 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 otherwise be covered if the "SMARTPHONE PLAN" is evidenced on Your Declarations Page), connectors, cords, dials, fuses, keypads, plastic body or molding, switches, thermostats and wiring; (gg) Cost of removal or disposal of the Product from Your possession in order to comply with any EPA requirements; (hh) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or (ii) Any service performed outside of Canada or the continental 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 POLICY 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 SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR 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.

**WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE:** Call the Administrator at 877-696-7786 toll-free and explain the problem. The Administrator will attempt to resolve the problem You are experiencing over the telephone. If the Administrator cannot resolve the problem, You will be directed to carry-in or ship Your Product to an authorized service center or designated Retailer. For fast service, have Your Declarations Page and original Product purchase sales receipt available when You call. You may be required to provide a copy of Your Declarations Page and original Product purchase sales receipt at time of service. THIS POLICY MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. In the event Your Policy expires during the time of an approved claim, this Policy is extended until the claim has been fulfilled.

**RENEWAL:** This Policy may be renewed after Your Term expiration, at Our discretion. 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.

**TRANSFERS:** Coverage under this Policy may be transferred by You to any person residing in the Canadian province of British Columbia, New Brunswick, Nova Scotia, Saskatchewan or Yukon by contacting the Administrator at 877-696-7786. Conversely, this Policy may *not* be transferred to any person residing in the Canadian province of Alberta, Manitoba, Newfoundland & Labrador, Nunavut, Ontario, Prince Edward Island or Quebec.

**CANCELLATION:** You may cancel this Policy by informing the Administrator of Your cancellation request within 30 days of the purchase of the Policy and You will receive a 100% refund of the full purchase price of this Policy paid by You, less any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase, You will receive a pro-rata refund of the Policy purchase price paid by You, less any claims paid by Us, less an administrative fee not to exceed 10% of the Policy purchase price or \$10.00 (CAD); whichever is less.

If We cancel this Policy, We may only cancel for the following reasons: 1) non-payment of the Policy fee by You; 2) material misrepresentation by You to Us or the Administrator; or 3) a substantial breach of duties by You under this Policy in relation to the covered Product or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent from the Administrator to Your current email address in Our file (or physical address if necessary), with the effective date of cancellation and reason for cancellation. If We cancel this Policy, You will receive a refund based upon one-hundred percent of the unearned pro-rata purchase price of this Policy paid by You, minus any claims paid by Us.

**PROVINCIAL REQUIREMENTS: Regulation of extended warranty insurance may vary widely from province to province. Any provision within this Plan which conflicts with the laws of the province where this Plan was purchased shall automatically be considered to be modified in conformity with applicable provincial laws and regulations as set forth below. The following provincial requirements apply if Your Plan was purchased in one of the following provinces and supersede any other provision within Your Plan terms and conditions to the contrary.**

- **For Residents of British Columbia, New Brunswick, Nova Scotia, Saskatchewan and Yukon:**  
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 Your province of residence.

This transaction is between You and Industrial Alliance Pacific, General Insurance Corporation. In arranging this transaction described herein, Retailer, by whom the sales associate is employed, is representing Industrial Alliance Pacific, General Insurance Corporation. The nature and extent of interest of Retailer in Industrial Alliance Pacific, General Insurance Corporation is none. The nature and extent of interest of Industrial Alliance Pacific, General Insurance Corporation in Retailer is none.

- **Additionally for Residents of British Columbia Only:** *The Financial Institutions Act* prohibit Us, the Retailer or a sales associate from requiring You to transact additional or other business with Us or any other person or corporation as a condition of this transaction.

- **Additionally for Residents of Yukon Only:** YOU MAY CANCEL THIS POLICY BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.