

## “MICROSOFT COMPLETE” Extended Warranty Insurance Policy Terms & Conditions

**Thank You** for purchasing “Microsoft Complete”! 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 a Claim. The information contained in this Policy document is intended to serve as a valuable reference guide to help You determine and understand “WHAT IS COVERED” under Your Policy.

### BE SURE TO REGISTER YOUR EXTENDED WARRANTY INSURANCE POLICY ONLINE!

**In order to maximize Your benefits, please go to <https://devicesupport.microsoft.com/> and register Your Extended Warranty Insurance Policy within 10 days of purchase. Failure to do so may result in significant service delays when You have a Claim.**

For any questions regarding the information contained in this Policy document, or Your Coverage in general, please call Us toll-free at 1-800-MICROSOFT. For online web support, visit the following as applicable to Your purchased Plan:

For “**SURFACE PLAN**” or “**STUDIO PLAN**”  
<https://support.microsoft.com/en-ca/products/surface-devices>

For “**XBOX PLAN**”  
<http://support.xbox.com/en-ca/>

CONSUMER RIGHTS: FOR CONSUMERS IN TERRITORIES THAT HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS EXTENDED WARRANTY INSURANCE POLICY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS EXTENDED WARRANTY INSURANCE POLICY 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.

## DEFINITIONS

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

1. **“Extended Warranty Insurance Policy”, “Policy”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Complete program that has been provided to You upon purchase completion from Our Retailer.
2. **“We”, “Us”, “Our”, “Administrator”**: AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
3. **“Microsoft”**: the original equipment manufacturer of the Covered Product.
4. **“Retailer”**: the seller that has been authorized by Microsoft and Us to sell this Policy to You.
5. **“You”, “Your”**: the original purchaser/owner of the Product(s) that is/are to be Covered under the provisions of this Extended Warranty Insurance Policy. In the event of an eligible transfer, this definition refers to the person to whom this Policy has been properly transferred.
6. **“Covered Product(s)”, “Product(s)”**: the eligible Microsoft Surface, Studio or Xbox series device(s) purchased by You that is/are to be Covered under this Extended Warranty Insurance Policy.
7. **“Plan”**: the specific “COVERAGE PLAN OPTION” under this Extended Warranty Insurance Policy that You have selected and purchased, as confirmed on Your Proof of Purchase.
8. **“Product Purchase Price”**: the amount paid by You for the Covered Product(s); excluding any applicable taxes and/or fees.
9. **“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.
10. **“Term”**: the period of time shown on Your Proof of Purchase which represents the duration in which the provisions of this Policy are valid.
11. **“Claim”**: a request for Repair or Replacement in accordance with this Policy sent by You.
12. **“Breakdown”**: the mechanical and/or electrical failure of the 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.
13. **“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.
14. **“Deductible”**: the amount You are required to pay, per Claim, for services Covered under this Policy (if any).
15. **“ADH”, “ADP”**: refers to accidental damage from handling; meaning, damage directly resulting from unintentionally dropping the Covered Product (such as a cracked screen) or spilling liquid onto it. (NOTE: Submersion of the Product into a body of water or intentional mistreatment of the Product is NOT considered to be ADH and is NOT COVERED).
16. **“Repair(s)”**: the actions We take to mend, remedy, or restore Your Covered Product to a sound functioning state following a Covered Breakdown or Covered ADH or Power Surge Claim. (Note: Parts used to Repair the Covered Product may be new, used, or refurbished that perform to the factory specifications of the original Product.)
17. **“Replace” or “Replacement(s)”**: an item supplied to You through Our arrangement in the event We determine the Covered Product is not suitable for Repair. (NOTE: We reserve the right to Replace the 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 previous Covered Product.)

---

## TERRITORY

THIS EXTENDED WARRANTY INSURANCE POLICY IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: the Canadian provinces/territories of Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, and Yukon. *All other Canadian jurisdictions and all jurisdictions of the United States of America are expressly EXCLUDED.*

---

## POLICY TERM – EFFECTIVE DATE OF COVERAGE

- Coverage for damages to Your Product resulting from Power Surge or ADH/ADP events** begins upon Product purchase date and continues for the Term shown on Your Proof of Purchase.
- Coverage for a defined Breakdown** begins upon expiration of the manufacturer's original 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 Policy, the merchandise must: (i) be an eligible Microsoft Surface, Studio or Xbox series device; and (ii) NOT be Covered under any other insurance, warranty, guarantee and/or extended warranty insurance policy providing the same benefits as outlined herein.

ALL REPAIRS FOR OR REPLACEMENT OF THE COVERED PRODUCT SHALL BE BASED ON THE PROVISIONS OUTLINED IN THIS POLICY.

PLEASE READ THIS ENTIRE POLICY DOCUMENT CAREFULLY.

---

## WHAT IS COVERED – GENERAL

During the Policy Term described above, in the event of a covered Claim for a Breakdown, or ADH/ADP or Power Surge event, this Extended Warranty Insurance Policy provides for: (i) the labor and/or parts necessary to Repair the Covered Product; OR (ii) at Our sole discretion, a Replacement for the Covered Product in lieu of such Repair; OR (iii) a straight Replacement for the Covered Product if detailed under Your Plan description ("**Coverage**", "**Covered**", "**Cover**"). Please refer to the "COVERAGE PLAN OPTIONS" section that is applicable to Your Plan for full details.

**This Policy also provides a "NO LEMON GUARANTEE".** During the Term, if Your 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 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.

---

## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS POLICY

- If We provide a Replacement to You:
  - ▶ 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, size, dimension or color as the previous Covered Product.
  - ▶ Technological advances may result in a Replacement that has a lower retail or market price than the previous Covered Product, and in such situation, this Policy shall not provide You with any reimbursement for such a price difference.
  - ▶ Any and all Covered Product parts, components or entire units Replaced under the provisions of this Policy shall become Our property in their entirety.
  - ▶ In all cases accessories, attachments and/or peripherals will NOT be included or provided in association with a Replacement.
- COVERAGE DESCRIBED UNDER THIS EXTENDED WARRANTY INSURANCE POLICY SHALL NOT REPLACE OR PROVIDE ANY DUPLICATIVE BENEFITS DURING ANY VALID MANUFACTURER'S WARRANTY PERIOD. During such period, anything Covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall NOT be Covered under this Policy; regardless of the manufacturer's ability to fulfill its obligations.
- COVERAGE UNDER THIS EXTENDED WARRANTY INSURANCE POLICY IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT, AS APPLICABLE TO YOUR PLAN. Anything NOT specifically expressed herein is NOT Covered (including but not limited to any training services provided separately by Microsoft or Microsoft's designees).
- YOUR RESPONSIBILITIES:** It is Your responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services Covered under this Policy. Software and/or data transfer or restoration services are NOT Covered.

---

## DEDUCTIBLE

Refer to Your Plan description in the "COVERAGE PLAN OPTIONS" section to confirm if You are required to pay any Deductible amount for Coverage under this Plan.

## COVERAGE PLAN OPTIONS

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

### 1. SURFACE PLAN: (for all eligible Microsoft Surface series Products EXCEPT "Studio")

**BREAKDOWN PLUS ADH COVERAGE** – When purchased, this Plan provides the Coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including ADH Coverage and subject to the following provisions: (NOTE: Surface Studio is NOT eligible for this Plan option.)

COVERED ESSENTIALS: Surface tablet, laptop and/or book plus associated power supply unit with attaching cords are Covered under this Plan, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase.

▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS:** DIGITAL PEN, KEYBOARD, MOUSE AND ANY OTHER ACCESSORIES OR ADD-ON ITEMS ARE NOT COVERED UNDER THIS PLAN (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).

DEDUCTIBLE: A Deductible of \$49 per Covered Claim must be paid at the time services are authorized by the Administrator.

ADVANCED EXCHANGE REPLACEMENTS UNDER THIS "SURFACE 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 Claimed defective Product. IN EXCHANGE, THE CLAIMED DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the Claimed 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.

COVERAGE OF REPLACEMENT PRODUCT: A Replacement provided under this Plan will be automatically considered as the "Covered Product" referenced throughout the provisions of this Policy, and Coverage for such Replacement will continue for the *remainder* of Your current Policy Term (assuming there is remaining time under Your current Term and that the LIMIT OF LIABILITY has not been reached). A Replacement will not *extend* Your current Policy Term.

AGGREGATE LIMIT OF LIABILITY: For all Covered Claims, the cumulative maximum amount that We are obligated to pay is the amount equal to the Product Purchase Price shown on Your Proof of Purchase ("**Aggregate Limit**"). The Repair and Replacement limits that accumulate towards this "SURFACE PLAN" Aggregate Limit is broken down as follows:

- ▶ **REPAIR LIMIT:** Up to three (3) Repairs to the original Covered Product with Covered Claim; which cumulatively, shall not exceed the Product Purchase Price. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THE PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.
- ▶ **REPLACEMENT:** Up to two (2) Replacements, provided at Our sole discretion, with Covered Claims. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.

### 2. STUDIO PLAN: (for eligible Microsoft Surface "Studio" series Products)

**BREAKDOWN PLUS ADH COVERAGE** – When purchased, this Plan provides the Coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including ADH Coverage and subject to the following provisions:

COVERED ESSENTIALS: Studio desktop computer plus associated power supply unit with attaching cords, mouse and keyboard are Covered under this Plan, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase.

▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS:** DIGITAL PENS AND ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE "COVERED ESSENTIALS" PROVISION ABOVE ARE NOT COVERED UNDER THIS PLAN (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).

DEDUCTIBLE: A Deductible of \$49 per Covered Claim must be paid at the time services are authorized by the Administrator.

ON-SITE SERVICE UNDER THIS "STUDIO PLAN": At Our sole discretion, We may send an authorized Microsoft technician to the Covered Product's location to further evaluate the problem and attempt to perform necessary Repairs on-site. Covered Repairs will be executed where the Covered Product is located at the time of Claim. Coverage includes the cost of labor and/or parts necessary to restore the Covered Product to a sound functioning state following a Covered Claim.

ADVANCED EXCHANGE REPLACEMENTS UNDER THIS "STUDIO PLAN": In the event We determine that the Covered Product cannot be Repaired on-site, We may choose to provide a Replacement with advanced exchange service. If We provide advanced exchange service, the Replacement Product will be delivered to You in advance of Our receipt of the Claimed defective Product. In exchange, the Claimed defective product must be returned to us within ten (10) calendar days of confirmed delivery receipt of the Replacement product. If the Claimed defective Product is not returned to Us within ten (10) calendar days of Our confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product.

COVERAGE OF REPLACEMENT PRODUCT: A Replacement provided under this Plan will be automatically considered as the "Covered Product" referenced throughout the provisions of this Policy, and Coverage for such Replacement will continue for the *remainder* of

Your current Policy Term (assuming there is remaining time under Your current Term and that the LIMIT OF LIABILITY has not been reached). A Replacement will not *extend* Your current Policy Term.

**AGGREGATE LIMIT OF LIABILITY:** For all Covered Claims, the cumulative maximum amount that We are obligated to pay is the amount equal to the Product Purchase Price shown on Your Proof of Purchase ("**Aggregate Limit**"). The Repair and Replacement limits that accumulate towards this "STUDIO PLAN" Aggregate Limit is broken down as follows:

- ▶ **REPAIR LIMIT:** Up to three (3) Repairs to the original Covered Product with Covered Claim; which cumulatively, shall not exceed the Product Purchase Price. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THE PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.
- ▶ **REPLACEMENT:** Up to two (2) Replacements, provided at Our sole discretion, with Covered Claims. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.

### 3. **XBOX PLAN:** *(for eligible Xbox series Products only)*

**BREAKDOWN PLUS ADH COVERAGE** – When purchased, this Plan provides the Coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including ADH Coverage and subject to the following provisions:

**COVERED ESSENTIALS:** Xbox console plus associated power supply unit with attaching cords are Covered under this Plan, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase.

**BUNDLE PRODUCTS:** When purchased as a single, in-the-box package (an "**Xbox Product Bundle**"), Coverage for up to two (2) Xbox standard controllers OR one (1) Xbox Elite controller is also included under this Plan (as applicable and included in Your Xbox Product Bundle purchase).

- ▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS:** ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE "COVERED ESSENTIALS" PROVISION ABOVE, ARE NOT COVERED UNDER THIS PLAN (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE). COVERAGE FOR THE COMPONENTS LISTED UNDER THE "BUNDLE PRODUCTS" PROVISION ABOVE ARE NOT COVERED UNLESS YOU HAVE PURCHASED SUCH UNDER A SINGLE, ALL-IN-ONE PURCHASE.

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

**AGGREGATE LIMIT OF LIABILITY:** For all Covered Claims, the cumulative maximum amount that We are obligated to pay is the amount equal to the Product Purchase Price shown on Your Proof of Purchase ("**Aggregate Limit**"). The Repair and Replacement limits that accumulate towards this "XBOX PLAN" Aggregate Limit is broken down as follows: *(as applicable to Your Product purchase and confirmed on Your Proof of Purchase)*

COVERED COMPONENT	NUMBER OF COVERED REPLACEMENTS
Console	ONE (1)
Standard Controllers	TWO (2)
Elite Controller	ONE (1)

ONCE THE LIMIT FOR THE "COVERED COMPONENT" LISTED ABOVE IS REACHED, COVERAGE UNDER THIS PLAN FOR SUCH COMPONENT WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.

## HOW TO FILE A CLAIM

**IMPORTANT: The submission of a Claim does NOT automatically mean that the problem with the Product is Covered under this Extended Warranty Insurance Policy. In order for any Claim to be considered for Coverage under this Policy, You must contact Us first.**

For best service, have Your Proof of Purchase readily available and call Us toll-free at 1-800-MICROSOFT or visit the following website as applicable to Your Plan:

- ▶ For "**SURFACE PLAN**" or "**STUDIO PLAN**": visit <https://support.microsoft.com/en-ca/products/surface-devices> for online web support
- ▶ For "**XBOX PLAN**": visit <http://support.xbox.com/en-ca/> for online web support

Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product and will provide details regarding how Covered services may be provided under this Policy. *(See "HOW COVERED SERVICE(S) WILL BE PROVIDED" section below for additional information.)*

THE CLAIMED PRODUCT SHOULD NEVER BE RETURNED TO THE RETAILER OR SHIPPED ANYWHERE, UNLESS WE HAVE PROVIDED INSTRUCTIONS TO DO SO. COVERAGE IS ONLY PROVIDED FOR ELIGIBLE SERVICES THAT ARE CONDUCTED BY A SERVICER, RETAILER, OR DEPOT CENTER THAT HAS BEEN AUTHORIZED BY US OR MICROSOFT.

THIS POLICY MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

## HOW COVERED SERVICE(S) WILL BE PROVIDED

**Determination of whether the Covered Product will be Repaired or Replaced is determined at Our sole discretion, based on the particular problem experienced with the Product and expressly subject to the LIMIT OF LIABILITY and GENERAL EXCLUSIONS sections of this Policy.**

Once Coverage has been confirmed, Our authorized Microsoft IT Support agents may first attempt to resolve the problem over the telephone and/or remotely. In the event telephone/remote Repair is unsuccessful, the following will occur as applicable to Your purchased Plan and Covered Product type:

### FOR "STUDIO PLAN" ONLY

On-Site Service: We may send an authorized Microsoft technician to the Covered Product's location to further evaluate the problem and attempt to perform necessary Repairs on-site. *Covered Repairs will be executed where the Covered Product is located at the time of Claim. Coverage includes the cost of labor and/or parts necessary to restore the Covered Product to a sound functioning state following a Covered Claim.*

Depot Service: In the event We determine that the Covered Product cannot be Repaired remotely or on-site, We will provide for the secure removal and shipment of the Claimed defective Product to Our authorized servicing center. *Once the Covered Product is Repaired, or if We determine a Replacement is necessary, We will also provide for the secure shipment of such applicable Repaired or Replacement Product.*

### FOR "SURFACE PLAN" or "XBOX PLAN" ONLY

On-Site Service: *NOT COVERED*

Carry-In Service: We may instruct You to bring Your original Product to a local servicing center that has been authorized by Us.

Depot Service: We may determine that depot servicing (versus local carry-in service) is best; in which case You will be provided with a pre-paid shipping label/package to send Your original Product in for depot servicing. When depot service is directed by Us, costs associated with shipping Your Repaired original Product (or Replacement, if applicable) back to You is Covered.

You must ensure the following are included in the pre-paid shipping package when sent to Us:

1. *The Claimed defective Covered Product;*
2. *Copy of Product's Proof of Purchase;*
3. *Brief written description of the problem being experienced with the Product.*
4. *A prominent notation of the service request number given to You when Claim was initiated.*

## WHAT IS NOT COVERED – EXCLUSIONS

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

- |  |  |
|--|--|
| <p>A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING CONDITIONS" REFERS TO DAMAGES OR DEFECTS ASSOCIATED WITH THE COVERED PRODUCT THAT EXISTED BEFORE THIS POLICY WAS PURCHASED);</p> <p>B) MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS MADE BY ANYONE OTHER THAN AN SERVICE TECHNICIAN AUTHORIZED BY US OR MICROSOFT;</p> <p>C) MERCHANDISE THAT IS INTENDED FOR COMMERCIAL USE ("COMMERCIAL USE" REFERS TO RENTAL, BUSINESS, EDUCATIONAL, INSTITUTIONAL OR ANY OTHER NON-RESIDENTIAL USE);</p> <p>D) DAMAGE FROM FREEZING OR OVERHEATING;</p> <p>E) SUBMERSION OF THE PRODUCT IN LIQUID (SUCH AS DROPPING THE PRODUCT INTO A POOL, LAKE OR ANY OTHER BODY OF WATER);</p> <p>F) NORMAL WEAR AND TEAR;</p> <p>G) SCREEN/MONITOR IMPERFECTIONS; INCLUDING BUT NOT LIMITED TO: BURNED-IN IMAGES IN LCD, LED OR PLASMA SCREENS CAUSED BY VIDEO GAMES, PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS;</p> <p>H) THE WILLFUL/INTENTIONAL, ABUSIVE, MALICIOUS, RECKLESS OR OFFENSIVE TREATMENT OF THE PRODUCT THAT RESULTS IN ITS DAMAGE AND/OR FAILURE;</p> <p>I) VIRUSES, VANDALISM, LOSS (UNFORESEEN DISAPPEARANCE), THEFT, OR MALICIOUS MISCHIEF;</p> <p>J) RUST, CORROSION, WARPING, BENDING;</p> <p>K) ANIMALS (INCLUDING PETS), ANIMAL INHABITATION OR INSECT INFESTATION;</p> | <p>L) 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, GOVERNMENTAL ACT, OR INTERNET OR OTHER TELECOMMUNICATIONS MALFUNCTION;</p> <p>M) LACK OF PERFORMING THE MANUFACTURER'S RECOMMENDED MAINTENANCE, OPERATION/STORAGE OF THE PRODUCT IN CONDITIONS OUTSIDE OF THE MANUFACTURER'S SPECIFICATIONS OR INSTRUCTIONS;</p> <p>N) IMPROPER USE OF ELECTRICITY AND POWER FLUCTUATIONS;</p> <p>O) 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;</p> <p>P) MERCHANDISE THAT HAS REMOVED OR ALTERED SERIAL NUMBERS;</p> <p>Q) ANY CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS EXTENDED WARRANTY INSURANCE POLICY, 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;</p> |
|--|--|



- R) 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);
- S) NORMAL PERIODIC OR PREVENTIVE MAINTENANCE, USER EDUCATION OR SET UP ADJUSTMENTS;
- T) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY ANY WARRANTY, GUARANTEE, INSURANCE, OR OTHER SERVICE AGREEMENT;
- U) ANY SERVICE WHATSOEVER DIRECTLY FOR OR RELATED TO THE USE OF ANY ITEM/COMPONENT THAT IS NOT OTHERWISE INDICATED AS COVERED IN THE “COVERED ESSENTIALS” SECTION UNDER YOUR PLAN; INCLUDING, BUT NOT LIMITED TO: ALL ACCESSORY CORDS/CABLES, BATTERIES, ACCESSORIES/ATTACHMENTS, ADD-ONS, HEADPHONES, STANDS, MOUNTING KITS, COVERS, KEYBOARDS OR KEYPADS OR DIALS, COMPUTER MOUSE, CONNECTORS, FUSES, ENCASING BODY OR MOLDING, SWITCHES AND WIRING;
- V) ANY MOTORIZED OR POWER-OPERATED GROUND AND AERIAL VEHICLES, INCLUDING, BUT NOT LIMITED TO DRONES AND RADIO CONTROLLED DEVICES;
- W) LOSS OF USE OF COMPONENTS THAT ARE NOT COVERED BY THE PRODUCT’S ORIGINAL MANUFACTURER’S WARRANTY;
- X) REPLACEMENT OF ANY MISPLACED (LOST) PRODUCTS OR ANY ASSOCIATED COMPONENTS THEREOF;
- Y) ANY SERVICE THAT WOULD BE IN VIOLATION OF ANY CANADIAN ECONOMIC OR TRADE SANCTIONS;
- Z) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY, OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; OR
- AA) ANY SERVICE PERFORMED IN CONFLICT WITH THE TERRITORY PROVISION OF THIS EXTENDED WARRANTY INSURANCE POLICY.

THIS EXTENDED WARRANTY INSURANCE POLICY DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM THE COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER ANY DATA TO ANY REPLACEMENT THAT MAY BE PROVIDED UNDER THE PROVISIONS OF THIS POLICY. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY COVERED PRODUCT OR EQUIPMENT ASSOCIATED THEREWITH.

IF THE COVERED PRODUCT EXPERIENCES AN OCCURRENCE THAT IS DETERMINED TO BE 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 WILL BE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

---

### LIMIT OF LIABILITY

**NOTICE: In addition to that which is outlined under the “COVERAGE PLAN OPTIONS – AGGREGATE LIMIT OF LIABILITY” that is applicable to Your Plan, please be advised that We shall not be liable for any incidental or consequential damages in association with the rendering of Covered services under the provisions of this Policy; including but not limited to:** (i) PROPERTY DAMAGE, LOST TIME, LOST DATA OR LOST INCOME RESULTING FROM A DEFINED BREAKDOWN, OR ADH OR POWER SURGE EVENT, ANY NON-DEFINED MECHANICAL/ELECTRICAL FAILURE, TRAINING SERVICES PROVIDED SEPARATELY BY MICROSOFT OR ITS AFFILIATES, OR ANY OTHER KIND OF DAMAGE OF OR IN ASSOCIATION WITH THE COVERED PRODUCT; INCLUDING, BUT NOT LIMITED TO ANY NON-COVERED EQUIPMENT USED IN ASSOCIATION WITH THE COVERED PRODUCT; (ii) DELAYS IN RENDERING COVERED SERVICES OR THE INABILITY TO RENDER SERVICE FOR ANY REASON; (iii) THE UNAVAILABILITY OF ANY PARTS/COMPONENTS; (iv) ANY COSTS INCURRED BY THE CUSTOMER ASSOCIATED WITH CUSTOMIZED INSTALLATIONS TO FIT THE COVERED PRODUCT SUCH AS THIRD PARTY STANDS, MOUNTS AND, CUSTOMIZED ALCOVES AND THE LIKE; OR (v) A REPLACEMENT THAT IS A DIFFERENT MODEL, SIZE, DIMENSION OR COLOR AS THE PREVIOUS COVERED PRODUCT. WE SHALL NOT ASSUME ANY LIABILITY OR DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PARTY(IES) ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT OR A REPLACEMENT PROVIDED UNDER THE PROVISIONS OF THIS POLICY. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS (AS DEFINED IN THE GENERAL EXCLUSIONS SECTION) KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

---

### 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 Policy may be transferred by You to another individual by contacting the Administrator.

---

### CANCELLATION

You may cancel this Policy at any time by informing the Administrator orally or in writing of Your cancellation request. **NOTICE: The following cancellation provisions apply to the original purchaser of this Policy only. NO CANCELLATION FEE APPLIES.**

#### IF YOU CANCEL THIS POLICY:

1. Within 30 days of the Policy purchase date, You will receive a 100% refund of the full Policy purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from the Policy purchase date, You will receive a pro-rata refund of the Policy purchase price paid by You, minus any Claims paid by Us.

**WE MAY ONLY CANCEL THIS POLICY FOR:**

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

If We cancel this Policy, 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 Policy, You will receive a refund based upon the same criteria as outlined above.

---

**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**

You agree that any information or data disclosed to Us under this Policy is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Policy. 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 Policy, We will not 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, Your information may be accessed by law enforcement agencies and other 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 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 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 Insurance Policy; including the Proof of Purchase, terms, conditions, limitations, exceptions and exclusions, 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.

---

## 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.

---

## 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.

---

## 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.



---

### 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).

---

### 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.

---

### 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 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.