
“MICROSOFT COMPLETE”

CANADA**Extended Warranty Insurance Policy
Terms & Conditions**

NOTICE: THIS EXTENDED WARRANTY INSURANCE POLICY IS ONLY VALID IN THE FOLLOWING PROVINCES/TERRITORIES: ALBERTA, BRITISH COLUMBIA, MANITOBA, NEW BRUNSWICK, NOVA SCOTIA, AND YUKON.

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.

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

CONGRATULATIONS! Thank You for Your recent purchase of “Microsoft Complete”. Please keep this important terms and conditions document (“**Extended Warranty Insurance Policy**”, “**Policy**”), 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. For any questions regarding the information contained in this Policy document, or Your Coverage in general, please contact the Administrator toll-free at 1-877-696-7786.

BE SURE TO REGISTER YOUR POLICY ONLINE!

In order to maximize Your benefits, please go to www.myservice.Surface.com (or www.myservice.xbox.com if You purchased the “XBOX PLAN”) 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.

DEFINITIONS

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

- “We”, “Us”, “Our”, “Administrator”**: refer to AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9; toll-free 1-877-696-7786.
- “Retailer”**: the seller that has been authorized by Us to sell this Policy to You.
- “You”, “Your”**: the purchaser/owner of the Product(s) covered by this Policy.
- “Product(s)”**: the item(s) that You originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Policy.
- “Original Purchase Price”**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Proof of Purchase.
- “Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which the Extended Warranty Insurance Policy and Product were purchased, as well as the Term period and specific Coverage Plan Option.
- “Term”**: the period of time in which the provisions of this Policy are valid.
- “Claim”**: a demand for payment in accordance with this Policy sent by You.
- “Breakdown”**: the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- “Power Surge”**: damage to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- “Deductible”**: the amount You are required to pay, per Claim, for services covered under this Policy (if any).
- “ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *ADH/ADP Coverage is not available for all Product types or Plan options.*
- “Repair”**: the actions We take to mend, remedy, or restore Your Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- “Replace” or “Replacement(s)”**: delivery to You of a replacement item in the event We determine Your previous Product is not suitable for Repair. We reserve the right to Replace Your defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality.

POLICY TERM – EFFECTIVE DATE OF COVERAGE

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

PRODUCT ELIGIBILITY

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

WHAT IS COVERED – GENERAL

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

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

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

1. SURFACE PLANS:

A) BREAKDOWN COVERAGE ONLY for an Eligible Microsoft Surface™ Product – If this plan has been purchased for an eligible Microsoft Surface™ series Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above. *NOTE: ADH is not covered under this Plan Option.*

DEDUCTIBLE: Under this Plan, no Deductible payment is required.

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

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

B) BREAKDOWN PLUS ADH COVERAGE for an Eligible Microsoft Surface™ series Product – If this plan has been purchased for an eligible Microsoft Surface™ series or other Tablet Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

DEDUCTIBLE: Under this Plan, a \$49 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.

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

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

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

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

2. XBOX PLAN:

BREAKDOWN COVERAGE ONLY for an Eligible Xbox™ Product – If this plan has been purchased for an eligible Xbox™ series Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above for the following components:

- **One (1) Xbox console Product**

And, when the following are purchased under a single transaction as a bundle or package from a Microsoft Retailer only:

- **One (1) Kinect motion sensing device Product;**
- **Up to two (2) Xbox standard controller Products;**
- **One (1) computer generated display Product; and/or**
- **One (1) Xbox gaming accessory Product.**

DEDUCTIBLE: Under this Plan, no Deductible payment is required

LIMIT OF LIABILITY: Under this Plan, the maximum amount that We are obligated to pay in connection with all Claims made pursuant to Your Plan will not exceed the amount equal to the Original Purchase Price of Your Product (or Products, if multiple eligible items are purchased under a single transaction/as a bundle). *NOTE: Kinect™ motion sensing device, Xbox™ standard controllers, computer-generated display device, and gaming accessories are not covered under this Plan if they were purchased separately from the Xbox console and not part of a bundled, in the box, purchase.*

Additionally, as applicable to Your originally purchased Product(s) covered under this Plan, the following individual Product limits apply:

- XBOX CONSOLE PRODUCT – Maximum of one (1) Replacement of Your original covered Product. Xbox consoles are no longer eligible for Coverage under this Plan after this maximum is reached.
- KINECT MOTION SENSING DEVICE PRODUCT – Maximum of one (1) Replacement of Your original covered Product. Kinect motion sensing devices are no longer eligible for Coverage under this Plan after this maximum is reached.
- XBOX STANDARD CONTROLLER PRODUCT – Maximum of two (2) Replacements of Your covered Product. Xbox standard controllers are no longer eligible for Coverage under this Plan after this maximum is reached.
- COMPUTER-GENERATED DISPLAY PRODUCT – Maximum of one (1) Replacement of Your original covered Product. Computer-generated displays are no longer eligible for Coverage under this Plan after this maximum is reached.
- XBOX GAMING ACCESSORY PRODUCT – Maximum of one (1) repair or one (1) Replacement of Your original covered Product; whichever occurs first. Xbox gaming accessories are no longer eligible for Coverage under this Plan after this maximum is reached.

REPLACEMENT PRODUCTS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS PLAN. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE ORIGINAL COVERED PRODUCT.

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

3. XBOX ELITE CONTROLLER PLAN:

BREAKDOWN COVERAGE ONLY for an Eligible Xbox™ Elite Controller Product – If this plan has been purchased for an eligible Xbox™ Elite series controller Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above for Your Xbox elite controller Product.

DEDUCTIBLE: Under this Plan, no Deductible payment is required.

LIMIT OF LIABILITY: Under this Plan, the maximum amount that We are obligated to pay in connection with all Claims made pursuant to Your Plan will not exceed one (1) Replacement of Your covered Product. Xbox elite controllers are no longer eligible for Coverage under this Plan after this maximum is reached.

REPLACEMENT PRODUCTS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS PLAN. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE ORIGINAL COVERED PRODUCT.

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

4. MICROSOFT BAND PLAN: Eligible items include Microsoft Band™ series fitness devices, when such meet the criteria specified in the “PRODUCT ELIGIBILITY” section of this Policy document.

BREAKDOWN PLUS ADH COVERAGE for an Eligible Microsoft Band™ Product – If this plan has been purchased for a Microsoft Band™ series Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes an automatic Replacement Product for covered Breakdown, ADH or Power Surge damage.

DEDUCTIBLE: Under this Plan, a \$30 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.

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

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

5. MICROSOFT HOLOLENS PLAN: Eligible devices include Microsoft HoloLens™ holographic computing headbands, when such meet the criteria specified in the “PRODUCT ELIGIBILITY” section of this Policy document.

BREAKDOWN PLUS ADH COVERAGE for an Eligible Microsoft HoloLens™ Product – If this plan has been purchased for a Microsoft HoloLens™ Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes an automatic Replacement Product for covered Breakdown, ADH or Power Surge damage.

DEDUCTIBLE: Under this Plan, \$250 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.

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

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

6. ACCESSORIES PLAN: Eligible devices include the following, when such meet the criteria specified in the “PRODUCT ELIGIBILITY” section of this Policy: digital cameras, headphones, non-Microsoft activity tracker wearable devices, computer mice, keyboards and computer printers (including 3D printers) (“Accessories”).

BREAKDOWN PLUS ADH COVERAGE for an Eligible Accessories Product – If this plan has been purchased for an eligible Accessories Product (as indicated on Your Proof of Purchase; Your “Plan”), Coverage includes an automatic Replacement Product for covered Breakdown, ADH or Power Surge damage.

DEDUCTIBLE: You are required to pay the Deductible shown below, as applicable to Your covered accessory Product:

- *If the MSRP of Your covered Product is less than \$100* – a \$29 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.
- *If the MSRP of Your covered Product is between \$100 and \$299* – a \$39 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.
- *If the MSRP of Your covered Product is \$300 or more* – a \$49 Deductible per covered Claim must be paid at the time services are authorized by the Administrator.

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

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

ADDITIONAL BENEFIT INCLUDED IN THIS POLICY – NO LEMON GUARANTEE

This Policy also provides a “NO LEMON GUARANTEE”. During the Term, if Your Product has three (3) Repairs covered under Your Policy for the same problem and a fourth (4th) Repair is required for the same problem and considered covered under Your 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.

PLACE OF SERVICE

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

LIMIT OF LIABILITY

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

WHAT IS NOT COVERED – EXCLUSIONS

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

- (a) **Pre-Existing Conditions** incurred or known to You (“*Pre-Existing Conditions*” refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Policy was purchased);
- (b) **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;
- (c) **Modifications, adjustments, alterations, manipulation or repairs** made by anyone other than a service technician authorized by Us;
- (d) **Merchandise that is intended for Commercial Use** (“*Commercial Use*” refers to rental, business, educational, institutional or any other non-residential use);
- (e) **Damage from freezing or overheating;**
- (f) **Normal wear and tear;**
- (g) **The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;**
- (h) **Viruses, vandalism, loss, theft, or malicious mischief or disappearance;**
- (i) **Rust, corrosion, warping, bending;**
- (j) **Animals (including pets), animal inhabitation or insect infestation;**
- (k) **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;**
- (l) **Accidental Damage from Handling (ADH / ADP); unless ADH / ADP is indicated on Your Proof of Purchase;**
- (m) **Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;**
- (n) **Improper use of electricity and power fluctuations;**
- (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) **Merchandise that has removed or altered serial numbers;**
- (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;**
- (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 a warranty, other service contract, or insurance;**
- (u) **Accessories (such as headphones), and peripherals (such as a detachable / wireless keyboard or a computer mouse), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product (except as may otherwise be covered if the “Accessories Plan” has been purchased as indicated on Your Proof of Purchase);**
- (v) **Any motorized or power-operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;**
- (w) **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; or cracked screens (except as may otherwise be covered if ADH/ ADP is indicated on Your Proof of Purchase);**
- (x) **Cost of lost components not covered by the Product’s original manufacturer’s warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Policy), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any U.S. economic or trade sanctions;**
- (y) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or**
- (z) **Any service performed outside of Canada or the United States of America.**

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS 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 WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

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

HOW TO FILE A CLAIM

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

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

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

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

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

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

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 residing in the United States by contacting the Administrator toll-free at 1-877-696-7786.

CANCELLATION

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

- If Your cancellation request is within 30 days of the Policy purchase date, You will receive a 100% refund of the Policy purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Policy purchase date, You will receive a pro-rata refund of the Policy purchase price paid by You, minus any Claims paid by Us and less an administrative fee not to exceed 10% of the Policy purchase price or ten dollars (\$10), whichever is less.
- We may only cancel this Policy for the following reasons: (A) non-payment of the Policy purchase price/fee by You; (B) material misrepresentation by You; or (C) 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 pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

COMPLAINTS PROCEDURE

It is always the intention to provide You with a first class service. However, if You are not happy with the service please notify one of Our representatives as outlined on Your Proof of Purchase.

We will reply within five (5) working days from when We receive Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We will give You an interim response telling You what is being done to deal with Your complaint, when You can expect a full reply and from whom. In most cases Your complaint will be resolved within four (4) weeks.

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.

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 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.

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.
- 4. 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.
- 5. 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.
- 6. 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.

ENTIRE AGREEMENT

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

SPECIAL JURISDICTIONAL REQUIREMENTS

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

- A) BRITISH COLUMBIA ONLY** – The following provision is added: “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.”
- B) NOTICE** – THIS EXTENDED WARRANTY CONTRACT IS NOT VALID IN THE PROVINCES/TERRITORIES OF NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC OR SASKATCHEWAN.

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.

SEVERAL LIABILITY: 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.

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