
“MICROSOFT EXTENDED HARDWARE SERVICE PLAN FOR SURFACE HUB”

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

Thank you for purchasing “Microsoft Extended Hardware Service Plan for Surface Hub”!

Please keep this important terms and conditions Policy document, and the Proof of Purchase together in a safe place, as these will be needed at time of Claim. The information contained in this Policy document is intended to serve as a valuable reference guide to help the Holder determine and understand “WHAT IS COVERED” under this Policy. For any questions regarding the information contained in this Policy document, or Coverage in general, please contact the Administrator toll-free at 1-800-MICROSOFT or visit <http://www.microsoft.com/surface/en-ca/support>.

DEFINITIONS

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

- **“Extended Warranty Insurance Policy”, “Policy”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Extended Hardware Service Plan for Surface Hub program that has been provided to Holder upon purchase completion from Our Retailer.
- **“We”, “Us”, “Our”, “Administrator”**: AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
- **“Microsoft”**: the original equipment manufacturer of the Covered Product.
- **“Retailer”**: the seller that has been authorized by Microsoft and Us to sell this Policy to the Holder.
- **“Policy Holder”, “Holder”**: the original purchaser/owner of the Product that is to be Covered under the provisions of this Extended Warranty Insurance Policy.
- **“Covered Product”, “Product”**: the eligible Microsoft Surface Hub device purchased by the Holder that is to be Covered under this Extended Warranty Insurance Policy (*NOTE: Coverage includes digital pen, wireless all-in-one keyboard and power cord ONLY when such have been supplied by Microsoft within a single, all-in-one packaged purchase.*)
- **“Product Purchase Price”**: the amount paid by the Holder for the Covered Product; excluding any applicable taxes and/or fees as indicated on the Proof of Purchase.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which this Extended Warranty Insurance Policy and Covered Product were purchased, as well as the Term period.
- **“Term”**: the period of time shown on the Holder’s Proof of Purchase which represents the duration in which the provisions of this Policy are valid.
- **“Claim”**: a request for Repair or Replacement in accordance with this Policy sent by the Holder.
- **“Breakdown”**: the mechanical and/or electrical failure of the original Covered Product that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear and tear, that occurs during normal use of the Product.
- **“Deductible”**: the amount the Holder is required to pay, per Claim, for services Covered under this Policy (if any).
- **“Repair(s)”**: the action(s) We take to mend, remedy, or restore the original Covered Product to a sound functioning state following a Covered Breakdown. (*NOTE: Parts used to Repair the Covered Product may be new, used or refurbished that perform to the factory specifications of the original Product.*)
- **“Replace” or “Replacement”**: an item supplied to the Holder through Our arrangement in the event We determine the original Covered Product is not suitable for Repair. (*NOTE: We reserve the right to Replace the original Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality, and We make no guarantee that a Replacement will be the same model, size, dimensions or color as the original Covered Product.*)

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 under this Policy for a defined Breakdown begins upon expiration of the manufacturer’s warranty and continues for the Term shown on the Proof of Purchase.

PRODUCT ELIGIBILITY

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

WHAT IS COVERED

During the Policy Term described above, in the event of a Covered Claim this Policy provides for the Microsoft IT Support, labor and/or parts necessary to Repair the Covered Product, or at Our sole discretion, a Replacement for the original Covered Product in lieu of such Repair (**“Coverage”, “Covered”, “Cover”**). On-site repairs, removal reinstallation and shipment of the Covered Product to Our depot center (if necessary) are also Covered.

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

PLEASE READ THIS ENTIRE POLICY DOCUMENT CAREFULLY.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS POLICY

IN THE EVENT A REPLACEMENT IS PROVIDED BY US UNDER THE PROVISIONS OF THIS POLICY:

- A. 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 ORIGINAL COVERED PRODUCT;
- B. TECHNOLOGICAL ADVANCES MAY RESULT IN A REPLACEMENT THAT HAS A LOWER RETAIL OR MARKET PRICE THAN THE ORIGINAL COVERED PRODUCT, AND IN SUCH SITUATION, THIS POLICY SHALL NOT PROVIDE HOLDER WITH ANY REIMBURSEMENT FOR SUCH A PRICE DIFFERENCE;
- C. ANY AND ALL COVERED PRODUCT PARTS, COMPONENTS OR ENTIRE UNITS REPLACED UNDER THE PROVISIONS OF THIS POLICY SHALL BECOME OUR PROPERTY IN THEIR ENTIRETY; AND
- D. ANY/ALL ACCESSORIES, ATTACHMENTS AND/OR PERIPHERALS THAT WERE NOT INCLUDED BY MICROSOFT IN THE ORIGINAL PACKAGING AND INITIAL PURCHASE OF THE COVERED PRODUCT ARE NOT COVERED AND IN ALL CASES WILL NOT BE INCLUDED OR PROVIDED IN ASSOCIATION WITH A REPLACEMENT.

HOLDER'S RESPONSIBILITIES: IT IS THE HOLDER'S 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.

COVERAGE UNDER THIS EXTENDED WARRANTY INSURANCE POLICY IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT. ANYTHING NOT SPECIFICALLY EXPRESSED HEREIN IS NOT COVERED (INCLUDING BUT NOT LIMITED TO ANY TRAINING SERVICES PROVIDED SEPARATELY BY MICROSOFT OR MICROSOFT'S DESIGNEES).

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.

ACCIDENTAL DAMAGE FROM HANDLING IS NOT COVERED (INCLUDING DAMAGE RESULTING FROM DROPPING THE COVERED PRODUCT, LIQUID SPILLAGE, OR ATTRIBUTABLE TO SCREEN BREAKAGE).

DEDUCTIBLE

No Deductible payment is required in order to receive Coverage under this Policy.

HOW TO FILE A CLAIM

For service, call Us toll-free at 1-800-MICROSOFT or visit <http://www.microsoft.com/surface/en-ca/support> to speak to one of Our authorized representatives, who will promptly obtain details regarding the problem with the Covered Product. Refer to the section below for details regarding how Covered services will be provided. *Please do NOT return the original Covered Product to any Retailer or ship it to any location unless specifically directed by Us to do so.*

NOTE: the submission of a Claim does not automatically mean that the damage or failure to the Holder's Product will be Covered under the provisions of this Extended Warranty Insurance Policy. This Policy may not provide any coverage if the Holder performs unauthorized repairs, as ONLY services conducted by a party authorized by Us are eligible for Coverage.

HOW COVERED SERVICE(S) WILL BE PROVIDED

Determination of whether the original 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, SERVICE FOR THE DEFECTIVE PRODUCT MAY BE PROVIDED IN ANY OR ALL OF THE FOLLOWING MANNERS:

- First, Our authorized Microsoft IT Support agents may attempt to resolve the problem over the telephone and/or remotely.
- In the event telephone/remote Repair is unsuccessful, 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 original Covered Product is located at the time of Claim. Coverage includes the cost of labor and/or parts necessary to restore the original Covered Product to a sound functioning state following a Covered Breakdown.*
- If at any point We determine that the Covered Product cannot be Repaired remotely or on-site, We will provide for the secure removal and shipment of the 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; plus, basic reinstallation.*

In the event the Holder's Term expires during the time of an approved Claim, Coverage under this Policy will be extended until the date in which that approved Claim in progress has been fulfilled completely in accordance with the provisions of the Holder's Policy. Once such in-progress Claim has been completed, Coverage under this Extended Warranty Insurance Policy will end (subject to the RENEWABILITY provision).

LIMIT OF LIABILITY

AGGREGATE LIMIT: in no event shall the maximum amount that We are obligated to pay pursuant to the provisions of this Extended Warranty Insurance Policy exceed the original Product Purchase Price amount or one (1) Replacement – WHICHEVER LIMIT IS REACHED FIRST.

The AGGREGATE LIMIT is broken down as follows:

- **REPAIR LIMIT:** Up to three (3) Covered Repairs. Once We have paid for three (3) Covered Repairs under the Holder's Policy Term, Our obligations under the provisions of this Extended Warranty Insurance Policy shall be considered fulfilled entirely and Coverage will end; regardless of any remaining time under the Policy Term.
- **REPLACEMENT LIMIT:** Up to one (1) Replacement, at Our sole discretion. Once We have provided the Holder with one (1) Replacement, Our obligations under the provisions of this Extended Warranty Insurance Policy shall be considered fulfilled entirely and Coverage will end; regardless of any remaining time under the Policy Term. (Notice: A Replacement is ineligible for continued Coverage under this Extended Warranty Insurance Policy, and in no event shall a Replacement extend the original Policy Term.)

NOTICE: 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, 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; (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 ORIGINAL 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 THE HOLDER; INCLUDING ANY INHERENT PRODUCT FLAWS.

GENERAL EXCLUSIONS

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

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| <p>A) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO THE HOLDER (<i>"PRE-EXISTING CONDITIONS"</i> REFERS TO A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE HOLDER'S PRODUCT BEFORE THIS POLICY WAS PURCHASED);</p> <p>B) ACCIDENTAL DAMAGE FROM HANDLING (SUCH AS DAMAGE RESULTING FROM DROPPING THE COVERED PRODUCT, LIQUID SPILLAGE, OR DAMAGES ASSOCIATED WITH SCREEN BREAKAGE OR SCREEN CRACKS);</p> <p>C) NON-BREAKDOWN PROBLEMS; INCLUDING BUT NOT LIMITED TO: IMPERFECTIONS, NOISES, SQUEAKS OR COSMETIC DAMAGE (<i>"COSMETIC DAMAGE"</i> 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);</p> <p>D) ANY ITEM THAT DOES NOT MEET THE DEFINITION OF "COVERED PRODUCT"; INCLUDING, BUT NOT LIMITED TO ACCESSORIES, ATTACHMENTS, STANDS AND MOUNTING KITS;</p> <p>E) REPAIR, REPLACEMENT OR ANY COST FOR THE FOLLOWING: COMPONENTS/PARTS THAT ARE NOT COVERED BY THE PRODUCT'S ORIGINAL MANUFACTURER'S WARRANTY, COMPONENTS/PARTS THAT ARE MISPLACED (LOST) OR ANY NON-OPERATING DRIVEN PARTS; INCLUDING BUT NOT LIMITED TO: PLASTIC PARTS/COMPONENTS, ACCESSORY CABLES (EXCEPT FOR THAT WHICH IS INCLUDED IN THE DEFINITION OF "COVERED PRODUCT"), BATTERIES, AND PLASTIC BODY OR MOLDING;</p> <p>F) ANY SERVICING THAT WOULD VIOLATE ANY CANADIAN ECONOMIC OR TRADE SANCTIONS;</p> <p>G) SCREEN/MONITOR IMPERFECTIONS; INCLUDING BUT NOT LIMITED TO BURNED-IN IMAGES IN SCREEN CAUSED BY PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS;</p> <p>H) NORMAL WEAR AND TEAR;</p> <p>I) IMPROPER PACKAGING AND/OR TRANSPORTATION BY THE HOLDER OR THE HOLDER'S REPRESENTATIVE RESULTING IN DAMAGE TO THE PRODUCT WHILE IT IS IN TRANSIT, INCLUDING IMPROPERLY SECURING THE PRODUCT DURING TRANSPORTATION;</p> <p>J) MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS MADE BY ANYONE OTHER THAN A SERVICE TECHNICIAN AUTHORIZED BY US OR MICROSOFT;</p> | <p>K) IMPROPER USE OF ELECTRICITY, POWER FLUCTUATIONS OR POWER SURGES;</p> <p>L) COSTS ASSOCIATED WITH TEARING DOWN, RESTRUCTURING AND/OR REFINISHING OF WALLS OR OTHER STRUCTURES (INCLUDING, BUT NOT LIMITED TO, ALCOVES) IN ORDER TO REACH, EVALUATE AND/OR PERFORM REPAIRS TO THE COVERED PRODUCT AND/OR TO INSTALL A REPLACEMENT;</p> <p>M) DAMAGE FROM FREEZING OR OVERHEATING;</p> <p>N) 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;</p> <p>O) VIRUSES, VANDALISM, LOSS, THEFT, OR MALICIOUS MISCHIEF OR DISAPPEARANCE;</p> <p>P) MERCHANDISE THAT HAS REMOVED OR ALTERED SERIAL NUMBERS;</p> <p>Q) RUST, CORROSION, WARPING, BENDING TO THE COVERED PRODUCT;</p> <p>R) ANIMALS (INCLUDING PETS), ANIMAL INHABITATION OR INSECT INFESTATION;</p> <p>S) NORMAL PERIODIC OR PREVENTIVE MAINTENANCE, USER EDUCATION (TRAINING) OR SET UP ADJUSTMENTS;</p> <p>T) 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>U) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY ANY WARRANTY, GUARANTEE, INSURANCE, OR OTHER SERVICE AGREEMENT;</p> <p>V) 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;</p> <p>W) MERCHANDISE THAT IS SUBJECT TO A MANUFACTURER'S RECALL, WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR; EPIDEMIC FAILURES REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; OR</p> <p>X) ANY SERVICES PERFORMED IN CONFLICT WITH THE TERRITORY PROVISION OF THIS EXTENDED WARRANTY INSURANCE POLICY.</p> |
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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 ORIGINAL 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 THE HOLDER IS RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

RENEWABILITY

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

TRANSFERABILITY

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

CANCELLATION

The Holder may cancel this Policy at any time by informing the Administrator at 1-800-MICROSOFT (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Policy only. NO CANCELLATION FEE APPLIES.

IF HOLDER CANCELS THIS POLICY:

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

WE MAY ONLY CANCEL THIS POLICY FOR:

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

If We cancel this Policy, We will provide written notice to the Holder at least 15 days prior to the effective date of cancellation. Such notice will be sent to the Holder's current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Policy, the Holder will receive a refund based upon the same criteria as outlined above. NOTICE: If the purchase of this Policy was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the Holder.

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*

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.

PRIVACY AND DATA PROTECTION

The Holder agrees that any information or data disclosed to Us under this Policy is not confidential. Furthermore, the Holder agree that We may collect and process data on the Holder's behalf when We provide the services contemplated under this Policy. This may include transferring the Holder's data to affiliated companies or third party service provider. Except for the purposes of providing services in this Policy, We will not share the Holder's information with third parties without the Holder's permission and We will comply with applicable privacy and data protection laws in the Holder's specific jurisdiction.

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

GENERAL PROVISIONS

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

ENTIRE AGREEMENT

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

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 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.

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

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