

“MICROSOFT COMPLETE FOR ENTERPRISE”

CANADA

Commercial Extended Warranty Insurance Policy Terms & Conditions

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

CONGRATULATIONS! Thank you for purchasing “Microsoft Complete for Enterprise”. Please keep this important terms and conditions document (“**Extended Warranty Insurance Policy**”, “**Policy**”), and the Purchase Order 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 1-877-696-7786. (NOTICE BRITISH COLUMBIA: THE FINANCIAL INSTITUTIONS 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.)

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.
- **“Retailer”**: the seller that has been authorized by Us to sell this Policy to the Holder, who is Microsoft.
- **“Enterprise Policy Holder”, “Holder”**: the business enterprise that purchased the Products and this Policy, who is to receive coverage in accordance with the terms and conditions of this Extended Warranty Insurance Policy.
- **“Product(s)”**: the items that meet the criteria outlined in the “PRODUCT ELIGIBILITY” section that are covered under this Policy.
- **“Purchase Order”**: A numbered document that confirms the purchase date of this Policy, specific type of covered Products with exact quantity of each type, Enterprise Policy Holder with name and address, and the Policy coverage Term period. THIS POLICY IS NOT VALID WITHOUT A PURCHASE ORDER.
- **“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 the Holder.
- **“Breakdown”**: the mechanical and/or electrical failure of the Holder’s 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 the Holder’s Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Deductible”**: the amount the Holder is required to pay, per Claim, for services covered under this Policy (if any).
- **“ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *Separate purchase for ADH/ADP Coverage is required.*
- **“Replace” or “Replacement(s)”**: delivery to the Holder of a replacement item in association with a covered Claim. We reserve the right to replace the affected original 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.

PRODUCT ELIGIBILITY

In order to be eligible for the coverage described in the “WHAT IS COVERED” section of this Policy, the following are required:

1. The items must be in the Microsoft Surface™ product family, purchased as new, and come with manufacturer’s original equipment warranties.
2. A new Enterprise Policy Holder must purchase a minimum of 250 units per consecutive twelve-month period commencing from the date of the first purchase of eligible Products covered under the “Microsoft Complete for Enterprise” program from an authorized Retailer or distributor. *NOTE: This requirement is required for first-time Enterprise Policy Holders only.*
3. The items must not be covered under any other insurance, warranty, guarantee and/or extended warranty insurance policy providing the same benefits as outlined herein.

POLICY TERM – EFFECTIVE DATE OF COVERAGE

1. Coverage for damages to the covered Product resulting from Power Surge or ADH/ADP begins upon Product purchase date and continues for the Term shown on the Holder’s Purchase Order.
2. Coverage for a Breakdown begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of the Term shown on the Holder’s Purchase Order.

WHAT IS COVERED

During the POLICY TERM described above, this Policy provides Replacements for the covered Products listed on the Purchase Order in the event of a covered Claim for a Breakdown, Power Surge or ADH.

Replacements will be provided on an expedited advanced exchange basis. Additionally, the following provisions apply based on the nature of the incident with the covered Product, as confirmed by the Administrator:

- **If the defective original Product is able to power-on (is ‘bootable’)**, the Holder will be required to return the defective Product to Us using the pre-paid shipping provided by Us within ten (10) calendar days of confirmed delivery receipt of the Replacement. IF THE DEFECTIVE PRODUCT IS NOT RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT, THE HOLDER WILL BE ASSESSED A NON-RETURNED DEVICE FEE EQUAL TO THE MSRP OF THE REPLACEMENT PRODUCT. *Any and all Products returned to Us shall become Our property in their entirety, and it is the Holder’s sole responsibility to ensure that any and all data that has been stored on the affected Product is properly deleted from the affected Product prior to shipping it to Us.*

- **If the defective original Product is unable to power-on (is 'non-bootable')**, the Holder will not be required to return the defective Product to Us providing the aggregate number of defective Products does not exceed one percent (1%) of the total number of covered Products under the specific Purchase Order to which the defective Products are related. If the number of non-bootable defective Products exceed one percent (1%), the Holder must return the defective Product to Us using the pre-paid shipping provided by Us within ten (10) calendar days of confirmed delivery receipt of the Replacement. **IF THE DEFECTIVE PRODUCT IS NOT RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT, THE HOLDER WILL BE ASSESSED A NON-RETURNED DEVICE FEE EQUAL TO THE MSRP OF THE REPLACEMENT PRODUCT.** *Any and all Products returned to Us shall become Our property in their entirety, and it is the Holder's sole responsibility to ensure that any and all data that has been stored on the affected Product is properly deleted from the affected Product prior to shipping it to Us.*

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 Replace the Holder's Product pursuant to the provisions of this Policy. 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. *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.* WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

ADDITIONAL BENEFIT INCLUDED IN THIS POLICY – NO LEMON GUARANTEE

This Policy also provides a "NO LEMON GUARANTEE". During the Term, if the Holder's Product has three (3) Repairs covered under this Policy for the same problem and a fourth (4th) Repair is required for the same problem and considered covered under this Policy ("**Qualifying Service Repairs**"), We will Replace the Holder's Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide the Holder with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the "LIMIT OF LIABILITY" section. Any Repair services performed while the Holder's Product is under its manufacturer's warranty period or in relation to accidental damage from handling (if purchased/applicable) are not considered to be Qualifying Service Repairs under this benefit.

PLACE OF SERVICE

For all covered Claims, this Policy provides pre-paid shipping of covered Replacements to the Holder's registered location on file.

LIMIT OF LIABILITY

The maximum amount that We shall be liable for all covered Claims pursuant to the terms and conditions of this Policy is two (2) Claims for each covered Product; which shall not exceed the amount equal to two (2) times the sum original purchase price paid for the covered Products shown the Holder's Purchase Order (excluding any taxes and/or fees). Once the Limit of Liability has been reached, Our obligations will be considered fulfilled in their entirety and coverage under this Policy ends.

Additionally, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data or lost income 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 a Replacement. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to the Holder, including any inherent Product flaws.

WHAT IS NOT COVERED – EXCLUSIONS

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

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| <ul style="list-style-type: none"> (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); (B) Improper packaging and/or transportation by the Holder or the Holder's representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; (C) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us; (D) Damage from freezing or overheating; (E) Normal wear and tear; (F) The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure; (G) Viruses, vandalism, loss, theft, or malicious mischief or disappearance; (H) Rust, corrosion, warping, bending; (I) Animals (including pets), animal inhabitation or insect infestation; (J) Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action; | <ul style="list-style-type: none"> (K) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions; (L) Improper use of electricity and power fluctuations; (M) Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error or epidemic failures, regardless of the manufacturer's ability to pay for such repairs; (N) Merchandise that has removed or altered serial numbers; (O) Any consequential damages or delay in rendering service under this extended warranty insurance policy, or loss of use, data, time or income during the period of time in which the Product is being serviced under the terms and conditions of this Policy; (P) 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); (Q) Normal periodic or preventive maintenance, user education or set up adjustments; (R) Any service of the Product that is covered by a warranty, other Extended Warranty Insurance Policy, or insurance; (S) Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the Product, but |
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not provided and included by the manufacturer in the packaging and with the original sale of the Product;

- (T) Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or cracked screens;
- (U) Cost of lost components not covered by the Product's original manufacturer's warranty, or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as

accessory cables, batteries (except as may be otherwise stated in this Policy), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any Canadian economic or trade sanctions;

- (V) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (W) Any service performed outside of Canada or the United States of America.

UNDER THIS EXTENDED WARRANTY INSURANCE POLICY, WE ARE UNABLE TO TRANSFER ANY SOFTWARE OR DATA FROM ANY TYPE OF DEVICE TO ANOTHER. THIS POLICY DOES NOT COVER COSTS ASSOCIATED WITH RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM ANY TYPE OF DEVICE (INCLUDING A "COVERED PRODUCT"). IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, RETRIEVING DATA FROM OR TO ANY TYPE OF DEVICE OR FOR ANY ASSOCIATED COSTS THEREOF.

HOW TO FILE A CLAIM

Important: the submission of a Claim does not automatically mean that the damage to or failure of the Product is covered under this Extended Warranty Insurance Policy. For a Claim to be considered, the holder's Designated Representative (shown on the Purchase Order) must contact Us first for initial review and diagnosis of the problem. THIS POLICY MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER MAKE UNAUTHORIZED REPAIRS.

1. The Designated Representative must call Us at 1-877-696-7786 with the Purchase Order readily available.
2. Our authorized representatives will promptly obtain details regarding the problem with the Product, and will first attempt to resolve the situation over the telephone and/or remotely.
3. If We are unsuccessful in resolving the issue over the telephone and/or remotely, the Holder will be given a *Claim service request number* and further instructions on how service will be provided under this Policy.

NOTICE: If the Holder's Term expires during the time of an approved Claim, Coverage under this Policy will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Holder's Policy.

RENEWABILITY

Coverage under this Policy is not renewable.

TRANSFERABILITY

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

CANCELLATION

The Holder 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 the Holder's cancellation request is within 30 days of the Policy purchase date, the Holder will receive a 100% refund of the Policy purchase price paid by the Holder, minus any Claims paid by Us. If the Holder's refund is not paid or credited within 30 days after the Holder's cancellation request to Us, We will add an extra 10% to the Holder's due refund for every 30 days the refund is not paid by Us.
- If the Holder's cancellation request is made after 30 days of 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 and an administrative fee not to exceed 10% of the Policy purchase price or \$250; whichever is less.
- We may only cancel this Policy for the following reasons: (A) non-payment of the Policy purchase price/fee by the Holder; (B) material misrepresentation by the Holder; or (C) 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 pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance the Holder's customer experience with Us through superior service and innovative insurance products. We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure the Holder's concerns as Our valued customer are addressed expeditiously by Our representatives. This protocol will assist the Holder in understanding the steps We will undertake to help resolve any dispute which may arise with Our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint.

IF THE HOLDER ARE NOT SATISFIED WITH OUR PRODUCTS OR SERVICES, THE HOLDER CAN TAKE THE FOLLOWING STEPS TO ADDRESS THE ISSUE:

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

*Lloyd's Underwriters
Attention: Complaints Officer
1155 rue Metcalfe, Ste. 2220
Montréal (Québec) H3B 2V6
Tel: 1-877-455-6937 / Fax: (514) 861-0470 / Email: info@lloyds.ca*

The Holder's complaint will be directed to the appropriate business contact for handling. They will write to the Holder within two business days to acknowledge receipt of the Holder's complaint and to let the Holder know when the Holder can expect a full response. If need be, We will also

engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to the Holder, and in the last stages, they will issue a final letter of position on the Holder's complaint. In the event that the Holder's concerns are still not addressed to the Holder's satisfaction, the Holder have the right to continue the Holder's pursuit to have the Holder's 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 agrees that We may collect and process data on the Holder's behalf when We provide the services contemplated under this Policy. This may include transferring the Holder's data to affiliated companies or third party service 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.

We do not and cannot provide data backup or data wiping services in association with any covered Products. It is the Holder's sole responsibility to secure backup storage for any and all data in association with the usage of the covered Products. In the event of a covered Claim for a Product that will power-on (is 'bootable'), it is the Holder's sole responsibility to ensure that any and all data that has been stored on the affected Product is properly deleted from the affected Product prior to shipping it to Us or Our designated representative.

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.

OUR RIGHT TO RECOVER PAYMENT

If the Holder has a right to recover against another party for anything We have paid under this Policy, the Holder's rights shall become Our rights. The Holder shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after the Holder is fully compensated for their loss.

ENTIRE AGREEMENT

This Extended Warranty Insurance Policy; including the terms, conditions, limitations, exceptions and exclusions, and the Purchase Order, 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 the Holder's rights both when the Holder shop for insurance and when the Holder submit a claim following a loss. the Holder's 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 the Holder and the Holder's insurer and the insurance laws of the Holder's province. With rights, however, come responsibilities including, for example, the expectation that the Holder will provide complete and accurate information to the Holder's insurer. the Holder's policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that the Holder's rights are protected.

Right to Be Informed – the Holder can expect to access clear information about the Holder's policy, the Holder's coverage, and the claims settlement process. the Holder have the right to an easy-to-understand explanation of how insurance works and how it will meet the Holder's needs. the Holder 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. the Holder have the right to ask who is providing compensation to the Holder's broker or agent

for the sale of the Holder's insurance. the Holder's broker or agent will provide information detailing for the Holder how he or she is paid, by whom, and in what ways. the Holder have a right to be told about insurers' compensation arrangements with their distribution networks. the Holder have a right to ask the broker or agent with whom the Holder 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 the Holder's right to purchase appropriate coverage at a competitive price, the Holder should ask questions about the Holder's policy so that the Holder understand what it covers and what the Holder's obligations are under it. the Holder can access information through one-on-one meetings with the Holder's broker or agent. the Holder have the option to shop the marketplace for the combination of coverages and service levels that best suits the Holder's insurance needs. To maintain the Holder's protection against loss, the Holder must promptly inform the Holder's broker or agent of any change in the Holder's circumstances.

Right to Complaint Resolution – Insurers, their brokers and agents are committed to high standards of customer service. If the Holder have a complaint about the service the Holder have received, the Holder have a right to access Lloyd's Underwriters' complaint resolution process for Canada. the Holder's agent or broker can provide the Holder with information about how the Holder can ensure that the Holder's 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 – the Holder 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 – the Holder 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 the Holder.

Right to Privacy – Because it is important for the Holder to disclose any and all information required by an insurer to provide the insurance coverage that best suits the Holder, the Holder have the right to know that the Holder's information will be used for the purpose set out in the privacy statement made available to the Holder by the Holder's broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. the Holder 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 POLICY HOLDER MAY CANCEL THIS POLICY BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.

THIS EXTENDED WARRANTY INSURANCE POLICY IS NOT VALID IN THE PROVINCES/TERRITORIES OF NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC, OR SASKATCHEWAN.