



CANADA

EXTENDED WARRANTY INSURANCE POLICY Terms & Conditions

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

CONSUMER RIGHTS: FOR CONSUMERS IN PROVINCES AND TERRITORIES THAT HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS POLICY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS.

CONGRATULATIONS! Thank You for Your recent purchase of "PerformanceGuard Protection Plan (for Hardware)". Please keep this important terms and conditions document ("**Extended Warranty Insurance Policy**", "**Policy**"), and Purchase Receipt 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, or Your Coverage in general, please contact the Administrator toll- free at 1-888-270-8432.

DEFINITIONS

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

- "We", "Us", "Our"**: the insurance company, Technology Insurance Company, 1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3.
- "Administrator"**: the party obligated to provide service under this Policy, who is 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 You.
- "You", "Your"**: the policyholder and purchaser/owner of the Product(s) covered by this Policy.
- "Product(s)"**: the item(s) that You originally purchased, or 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 Purchase Receipt.
- "Purchase Receipt"**: the receipt document (paper or e-mail) provided to You as proof of Your Policy purchase that confirms the Term, Deductible and purchase date of Your Policy.
- "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 or ADH; 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.
- "Repairs"**: the actions We take to mend, remedy, and/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)"**: after collection of any required Deductible, the delivery to You of a replacement item, in the event You choose to receive a replacement instead of Repairs for Your original Product. We reserve the right to Replace Your defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality (see "LIMIT OF LIABILITY" under Your Plan).

POLICY TERM – EFFECTIVE DATE OF COVERAGE

- Coverage for damages to Your Product resulting from Power Surge or ADH/ADP** begins upon Product purchase date and continues for the Term shown on Your Purchase Receipt.
- 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 Purchase Receipt.

TERRITORY

THIS POLICY IS VALID AND ELIGIBLE FOR PURCHASE IN: British Columbia ONLY. EXCLUDING: all other Canadian provinces and territories, all continental United States of America plus Alaska and Hawaii, and all outlying U.S. territories, including but not limited to Puerto Rico.

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 extended warranty 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 for: (1) the labor and/or parts required to Repair Your original covered Product, or (2) a Replacement of the original 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. *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 Purchase Receipt and applicable to You)

1. LAPTOP/DESKTOP PLAN:

BREAKDOWN COVERAGE PLUS ADH for an Eligible Laptop or Desktop Computer Product – If this plan has been purchased for an eligible laptop or desktop computer Product (as indicated on Your Purchase Receipt; Your “Plan”), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above plus ADH Coverage.

DEDUCTIBLE: Under this Plan, You are required to pay a \$129 (CAD) Deductible per covered Laptop Claim or \$69 (CAD) Deductible per covered Desktop covered Claim at the time services are authorized by the Administrator.

LIMIT OF LIABILITY: During Your Plan Term, the maximum aggregate amount that We are obligated to pay in connection with all Claims under this Plan is: (a) unlimited Repairs up to the amount equal to the Original Purchase Price, or (b) one (1) Replacement; whichever occurs first. In the event of a Replacement, the value of such shall not exceed the current fair market value of the Product based upon Product age (as determined by Us). In no event shall the total amount We pay under this Plan exceed the Original Purchase Price. *Once this limit has been reached, Our obligations will be considered fulfilled and Coverage under this Plan ends.*

NOTICE – ABOUT REPLACEMENTS UNDER ANY “LAPTOP/DESKTOP PLAN”: Determination of whether a defective Product will be Repaired or Replaced is Your choice. *NOTE: A Repair or Replacement does not extend the Term.* If You choose to receive a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, after You provide payment for Your required Deductible (as confirmed above) via credit card, 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; which will be charged to Your credit card on file. **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. TABLET PLAN:

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

DEDUCTIBLE: Under this Plan, You are required to pay a \$129 (CAD) Deductible per covered Claim at the time services are authorized by the Administrator.

LIMIT OF LIABILITY: During Your Plan Term, the maximum aggregate amount that We are obligated to pay in connection with all Claims under this Plan is: (a) unlimited Repairs up to the amount equal to the Original Purchase Price, or (b) one (1) Replacement; whichever occurs first. In the event of a Replacement, the value of such shall not exceed the current fair market value of the Product based upon Product age (as determined by Us). In no event shall the total amount We pay under this Plan exceed the Original Purchase Price. *Once this limit has been reached, Our obligations will be considered fulfilled and Coverage under this Plan ends.*

NOTICE – ABOUT REPLACEMENTS UNDER THE “TABLET PLAN”: Determination of whether a defective Product will be Repaired or Replaced is Your choice. *NOTE: A Repair or Replacement does not extend the Term.* If You choose to receive a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, after You provide payment for Your required Deductible (as confirmed above) via credit card, 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; which will be charged to Your credit card on file. **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 EXTENDED WARRANTY CONTRACT – 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, this Policy provides pre-paid shipping of covered Repair(s) or Replacement to Your registered location on file.

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 Administrator or 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 Administrator or 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) **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;

- (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; 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 Policy, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;
- (p) 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);
- (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 contract, or insurance;

- (s) 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;
- (t) Any motorized or power-operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;
- (u) 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 as specified under Your Plan);
- (v) 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 or U.S. economic or trade sanctions;
- (w) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (x) Any services performed in conflict with the TERRITORY provision

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 THE POLICY. In order for a Claim to be considered, You must contact the Administrator first for Claim approval and authorization number. **THIS POLICY MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.**

COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS POLICY:

1. Go online to www.MyProtectionPlan360.com/performanceguard or call toll-free 1-888-270-8432 with Your Purchase Receipt readily available.
2. Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation they may need to validate Your Claim.
3. After confirmation of Claim eligibility under Your Plan and this Policy, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced.

This Policy includes coverage for shipping costs to and from the designated servicing center for all covered Claims. In the event the Policy Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the 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 Canada by contacting the Administrator toll-free at 1-888-270-8432.

CANCELLATION

You may cancel this Policy at any time by informing the Administrator of cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Policy only. NO CANCELLATION FEES APPLY.

IF YOU CANCEL THIS POLICY:

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

WE MAY ONLY CANCEL THIS POLICY FOR:

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

If We cancel this Policy, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Policy, You will receive a pro-rata refund based upon the same criteria as outlined above.

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 Purchase Receipt.

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.

GENERAL PROVISIONS

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

ENTIRE AGREEMENT

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

FRAUD OR MISREPRESENTATION

This Policy is issued in reliance upon the truth of all representations made by You. We will not pay a Claim where You made any misrepresentations, omissions, concealed facts or made incorrect statements that were: (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed; or (3) We, in good faith, would either not have issued the Policy or would not have issued a Policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to Us as required either by the application for the Policy or otherwise. If You have concealed or misrepresented any material fact(s), or circumstance(s) concerning this insurance, or in the case of fraud, attempted fraud, or the false swearing affecting any matter relating to this insurance, whether before or after a loss on a continuing basis, this Policy may be cancelled and any unearned premium will be returned.

SPECIAL JURISDICTIONAL REQUIREMENTS

Any provision within this Policy that conflicts with the laws of the province shall automatically be considered to be modified in conformity with applicable provincial laws and regulations as set forth below. The following provincial requirements apply if Your Policy was purchased in the following province and supersede any other provision within Your Policy terms and conditions to the contrary.

BRITISH COLUMBIA – *The following provisions are added:*

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. This transaction is between You and Us. In arranging this transaction described herein, the seller, by whom the sales associate is employed, is representing Us. The nature and extent of interest of the seller in Us is none. The nature and extent of Our interest in the seller is none.

The Financial Institutions Act prohibit Us, the Retailer, or a sales associate from requiring the Policyholder to transact additional or other business with Us or any other person or corporation as a condition of this transaction.