



## CANADA

# EXTENDED WARRANTY CONTRACT Terms & Conditions

**CONSUMER RIGHTS: FOR CONSUMERS IN TERRITORIES THAT HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS EXTENDED WARRANTY CONTRACT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS EXTENDED WARRANTY CONTRACT SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY US OF ANY OF OUR CONTRACTUAL OBLIGATIONS.**

**CONGRATULATIONS!** Thank You for Your recent purchase of "PerformanceGuard Protection Plan (for Hardware)". Please keep this important terms and conditions document ("**Extended Warranty Contract**", "**Contract**"), and Contract Purchase Receipt together in a safe place, as these will be needed at time of a Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Contract. For any questions regarding the information contained in this Contract document, or Your Coverage in general, please contact the Administrator toll-free at 1-888-270-8432.

### DEFINITIONS

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

- "We", "Us", "Our", "Provider", "Obligor", "Administrator":** the party obligated to provide service under this Contract as the extended warranty contract provider/obligor, as well as handle the administration under this Contract as the extended warranty contract Administrator, 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 Contract to You.
- "You", "Your":** the purchaser/owner of the Product(s) covered by this Contract.
- "Product(s)":** the item(s) that You originally purchased, or a Replacement item provided by Us, that is to be covered under this Contract.
- "Original Purchase Price":** the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Contract Purchase Receipt.
- "Contract Purchase Receipt":** the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase date of Your Contract.
- "Term":** the period of time in which the provisions of this Contract are valid.
- "Claim":** a demand for payment in accordance with this Contract 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 Contract (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)

### CONTRACT 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 Contract 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 Contract Purchase Receipt.

### TERRITORY

THIS EXTENDED WARRANTY CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: Newfoundland & Labrador, Northwest Territories, Nunavut, Ontario, Prince Edward Island, Quebec, and Saskatchewan. (NOTICE – the following jurisdictions are expressly EXCLUDED: Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia and Yukon, 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 Contract, 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 EXTENDED WARRANTY CONTRACT TERM described above, in the event of a covered Claim this Contract 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 Contract 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 Contract; regardless of the manufacturer's ability to fulfill its obligations. We will Repair or Replace Your Product pursuant to the provisions of this Contract. 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 Contract 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 Contract 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 Contract 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 \$64 (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 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 Contract 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 \$64 (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 Contract also provides a “NO LEMON GUARANTEE”. During the Term, if Your Product has three (3) Repairs covered under Your Contract for the same problem and a fourth (4<sup>th</sup>) Repair is required for the same problem and considered covered under Your Contract (“**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 Contract 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 Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Breakdown of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of Repair parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to You, including any inherent Product flaws.

### WHAT IS NOT COVERED – EXCLUSIONS

#### THIS CONTRACT 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 Contract 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 an 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 Extended Warranty Contract, 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 Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring; or Coverage that would violate any 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 CONTRACT 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 EXTENDED WARRANTY CONTRACT. In order for a Claim to be considered, You must contact the Administrator first for Claim approval and authorization number. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.**

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

1. Go online to [www.MyProtectionPlan360.com/performanceguard](http://www.MyProtectionPlan360.com/performanceguard) or call toll-free 1-888-270-8432 with Your Contract 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 Contract, the Administrator will issue a Claim authorization number to You along with additional information regarding how Your Product will be further serviced.

This Contract includes coverage for shipping costs to and from the designated servicing center for all covered Claims. In the event the Contract 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 Contract.

#### 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 Contract 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 Extended Warranty Contract at any time by informing the Administrator of cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Extended Warranty Contract only. NO CANCELLATION FEES APPLY.***

**IF YOU CANCEL THIS CONTRACT:**

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract 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 Contract 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 Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us. NOTICE: If the purchase of this Contract 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 CONTRACT FOR:**

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

If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) 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 Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

#### LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

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

Your complaint will be directed to the appropriate business contact for handling. They will write to You within two business days to acknowledge receipt of Your complaint and to let You know when they 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 their satisfaction, You has the right to continue their pursuit to have their complaint reviewed by the General Insurance OmbudService (GIO), who assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at 1-877-225-0446 or [www.giocanada.org](http://www.giocanada.org).

**PRIVACY AND DATA PROTECTION**

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. 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 Contract, 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 Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

**ENTIRE AGREEMENT**

This Extended Warranty Contract, including the Contract 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.

**SPECIAL JURISDICTIONAL REQUIREMENTS**

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

- A) **NUNAVUT ONLY** – YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER, THE ADMINISTRATOR OR THE OFFICE OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES (Consumer Services-Public Safety Division – Dept. of Municipal and Community Affairs-Government of the Northwest Territories, #600, 5201-50 Avenue, Yellowknife NT X1A 3S9) ORALLY OR IN WRITING.
- B) **ONTARIO ONLY** – YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.
- C) **QUEBEC ONLY** – The following disclosures are added to the "...COMPLAINTS PROTOCOL" section: *Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If You remain dissatisfied with the manner in which Your complaint has been handled, or with the results of the complaint protocol, You may send Your complaint to the AMF who will study Your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:*

*Toll Free: 1-877-525-0337  
Québec: (418) 525-0337  
Montréal: (514) 395-0311  
[www.lautorite.gc.ca](http://www.lautorite.gc.ca)*

*If You have a complaint specifically about Lloyd's Underwriters' complaints handling procedures, You may contact the FCAC. Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:*

*427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9  
Services in English: 1-866-461-FCAC (3222)  
Services in French: 1-866-461-ACFC (2232)  
[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)*

*The parties acknowledge that they have requested that this Agreement and all ancillary documents be drawn up in the English language only. Les parties reconnaissent avoir exigé que cette convention ainsi que tous les documents y afférents soient rédigés en anglais seulement.*