

SMARTGUARD PROTECTION PLAN TERMS AND CONDITIONS

CANADA

Extended Warranty Contract

Administrator: AMT Warranty Corp. of Canada, ULC | 421 7th Avenue S.W., Suite 1700 | Calgary, Alberta T2P 4K9 | Toll-Free: 1-844-347-4441

www.MySmartGuard.com

CONGRATULATIONS! Thank You for Your recent purchase of the SmartGuard Protection Plan (the “**Extended Warranty Contract**”, “**Contract**”). We hope You enjoy the added comfort and protection this Extended Warranty Contract provides. Please keep this Extended Warranty Contract document and Your Contract Purchase Receipt as You will need them to verify Your coverage at time of Claim. This information will serve as a valuable reference guide and will help You determine what is covered by this Extended Warranty Contract. From the day You purchase this Extended Warranty Contract the Administrator will assist You in understanding Your Extended Warranty Contract benefits.

DEFINITIONS

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

1. **“We”, “Us”, “Our”**: the party or parties obligated to provide service under this Extended Warranty Contract as shown in the “SPECIAL JURISDICTIONAL REQUIREMENTS” section and applicable to Your province/territory.
2. **“Administrator”**: the entity responsible for administering benefits to You in accordance with the Extended Warranty Contract terms and conditions, AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Ste. 1700, Calgary, Alberta T2P 4K9, 1-844-347-4441.
3. **“Retailer”**: the merchant authorized by Us to sell this Extended Warranty Contract to You.
4. **“You”, “Your”**: the original individual consumer that purchased this Extended Warranty Contract who is to receive the coverage provided hereunder.
5. **“Covered Product(s)”, “Product(s)”**: the item(s) that meet(s) the “PRODUCT ELIGIBILITY” requirements outlined below that is/are covered under this Contract.
6. **“Contract Purchase Receipt”**: the receipt document provided to You as proof of Your Contract purchase that confirms the Term, Plan purchased and purchase date of Your Contract.
7. **“Commercial Use”**: merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional. COMMERCIAL USE IS NOT COVERED UNLESS THE “COMMERCIAL PLAN” HAS BEEN PURCHASED.
8. **“Claim”**: a demand for payment in accordance with this Contract sent by You.
9. **“Failure”**: the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product.
10. **“Power Surge”**: damages 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.
11. **“Deductible”**: the amount You are required to pay, per Claim, for services covered under this Extended Warranty Contract (if any).
12. **“Term”**: the period of time in which the provisions of this Extended Warranty Contract are valid.
13. **“DOP Plan”**: a date of purchase plan; which provides additional benefits during the period of time that the Product is covered under its manufacturer’s warranty that are not provided under a manufacturer’s warranty. Coverage for additional benefits under a DOP Plan begins on the Contract purchase date, and coverage for a “Failure” (as defined) begins upon expiration of the shortest portion of the Product manufacturer’s warranty period. Additional benefits included with a DOP Plan are Power Surge, Food Loss, and if purchased, ADH upon date of Contract purchase.
14. **“EXT Plan”**: an extension plan; which extends period of time that the Product is covered and provides similar coverage as was provided under the Product’s manufacturer’s warranty. Coverage under an EXT Plan begins upon expiration of the shortest portion of the Product manufacturer’s warranty period.
15. **“ADH Plan”**: a DOP Plan election that provides coverage for sudden and unforeseen accidental damage from handling (“**ADH**”); such as damage resulting from dropping the covered Product, or in association with screen breakage or liquid spills. ADH IS NOT COVERED UNLESS YOUR PLAN SPECIFICALLY INCLUDES ADH, AND NOT ALL DAMAGES ARE COVERED FOR ALL PRODUCT TYPES. Please refer to the “ADDITIONAL SMARTGUARD BENEFITS” section of this Contract and Your Contract Purchase Receipt to confirm if Your Contract includes this coverage and what damages are covered in association with Your Product.

SMARTGUARD PRODUCT ELIGIBILITY

PRODUCT ELIGIBILITY REQUIREMENTS: In order to be eligible for any level of coverage under this Extended Warranty Contract, the item must be new or factory-refurbished and manufactured for use in Canada; which at the time of purchase included a manufacturer’s warranty valid in Canada.

SMARTGUARD CONTRACT TERM

EFFECTIVE DATE OF COVERAGE: Coverage for damages to Your Product resulting from Power Surge, Food Loss, ADH, or any other applicable benefits specifically outlined in the “ADDITIONAL BENEFITS...” and/or “OPTIONAL COVERAGES” section(s) of this Contract, begins on Your covered Product purchase date (or delivery date if different) and continues for the Term shown on Your Contract Purchase Receipt. Coverage for Failures (as defined) begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty. DOP (as defined) is inclusive of the manufacturer’s warranty. EXT (as defined) is an extension of the manufacturer’s warranty.

WHAT DOES SMARTGUARD COVER

In accordance with the SMARTGUARD CONTRACT TERM described above and the Plan Option You have purchased, in the event of Failure, this Contract covers the costs to repair Your Product. Parts used to repair Your Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of Your original Product. If Your Product cannot be repaired or if You purchased a replacement plan, We may replace Your Product with a one of like kind and quality, but not necessarily the same brand. About replacements: Technological advances may result in a replacement item with a lower selling price than Your original covered Product, and We will not provide any reimbursement based on any replacement cost difference. Any and all parts or units replaced under this Contract become Our property in their entirety. Replacement items are ineligible for continued coverage under Your original Contract, and You can purchase a new Extended Warranty Contract for the replacement item if eligible.

1. **Jewelry/Watch Plan Only:** If You purchased the Jewelry/Watch Plan, coverage includes prong and mounting repair, rhodium plating, stone resetting (excluding center stone), pearl restringing, crown, case, bezel, dents, chips, cracks, gouges, soldering, and the necessary materials and labor costs to repair the Product to a usable and wearable condition; provided, such repair is necessitated by wear during normal usage of the Product under the conditions for which it was designed. We reserve the right to re-facet, re-polish, or re-cut any gemstone submitted for service under this Contract, and may elect to do so as long as the gemstone weight loss of such action would not differ by more than ten percent (10%) of the original weight.
2. **Furniture Plan Only:** If You purchased the Furniture Plan, coverage includes repairs due to: breakage of mechanisms; rips tears or punctures; burn/singe marks caused by brief contact with flame or heat; certain stains; scratches, dents, chips or gouges that penetrate the finish exposing the under layer; checking, cracking, bubbling and peeling of the finish or lifting of veneers (from a specific incident); warping; mirror chipping, breakage and loss of silvering.
3. **Sunglass Plan Only:** If You purchased the Sunglass Plan, coverage includes replacement if the sunglass Product breaks as a result of a manufacturer defect or faulty workmanship, or if it sustains damage resulting from an accidental drop NOTE: PRESCRIPTION SUNGLASSES ARE NOT COVERED.
4. **Auto Part Plan Only:** If You purchased the Auto Part Plan, coverage includes replacement of the covered automotive part only. NOTE: Any Claim that is determined by Us or Our authorized servicer to be a result of not performing the manufacturer’s specified care, maintenance and/or inspection services will not be covered under this Contract. LABOR COSTS ARE NOT COVERED.

ADDITIONAL SMARTGUARD BENEFITS

No separate election/purchase is required.

- 1. POWER SURGE PROTECTION:** In addition to coverage for a Failure, this Contract also includes day one coverage for damage resulting from "Power Surge". (Coverage is limited to damage sustained to the covered Product only).
- 2. FOOD LOSS PROTECTION (FOR REFRIGERATOR AND FREEZER PRODUCTS ONLY):** In addition to coverage for a Failure, this Contract also provides reimbursement for the amount You paid to replace the food items that were lost as a direct result of a covered Failure, at a rate of \$5.00 per cubic foot; up to a maximum of \$250 per year. To receive reimbursement, You will need to provide Us with an itemized list of all food items lost along with a copy of Your sales receipt for the purchased replaced food items.
- 3. NO LEMON GUARANTEE:** This Contract also provides a "No Lemon Guarantee". Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4th) repair is required for the same problem and considered covered under Your Contract, 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 are not considered "qualifying service repairs" under this benefit.
- 4. ADH PLANS – ACCIDENTAL DAMAGE FROM HANDLING (NOT AVAILABLE WITH ALL PRODUCT TYPES):** By purchasing an ADH Plan, in addition to coverage for a Failure, from day one Your Contract also provides coverage for labor and/or parts required to repair Your Product if it experiences sudden and unforeseen accidental damage from handling (ADH) during normal usage. The type of an ADH damage that is covered for Your Product is as follows:
 - A) For Covered Products OTHER than Televisions, Sporting Goods, Medical Equipment, Jewelry, Watches or Power Tools:** ADH damage resulting from dropping the Product, or in association with screen breakage or liquid spills.
 - B) For Television Covered Products ONLY:** ADH that results in a cracked screen; defective/dead pixels; lines on the screen; or discoloration or dimming of the screen.
 - C) For Sporting Goods, Medical Equipment, Jewelry, Watches or Power Tools Covered Products:** ADH IS NOT COVERED.

OPTIONAL SMARTGUARD PROTECTION PLANS

For separate election and purchase. Must be confirmed on Your Contract Purchase Receipt.

COMMERCIAL PLAN: By purchasing the commercial plan, Your Contract covers a Product that is intended for Commercial Use (as defined). This option must be purchased and confirmed on Your Contract Purchase Receipt in order for coverage to apply to merchandise intended for Commercial Use.

DEDUCTIBLE

There is no Deductible required to obtain service on Your Product.

HOW TO FILE A CLAIM

PLEASE NOTE: The submission of a Claim does not automatically mean that the damage to or breakdown of the Product is covered under this Contract. In order for a Claim to be considered, You must first contact the Administrator for Claim approval and a Claim authorization number.

COMPLETE THE FOLLOWING STEPS TO HAVE A CLAIM CONSIDERED UNDER YOUR PLAN:

1. Call the Administrator toll-free at 1-844-347-4441 or log onto www.MySmartGuard.com and click "File a Claim" (have Your Contract Purchase Receipt available). Available 24/7.
2. Explain the problem the Product is experiencing and provide the Administrator any additional information/documentation they may need to validate the Claim.
3. Once the Administrator has confirmed Claim eligibility under the Contract, a Claim authorization number will be issued to You along with additional information regarding how service for the Product will be provided. *Be sure to write down and keep Your Claim authorization number in a safe place and easily accessible in case it is ever needed for future reference.*
 - **FOR FURNITURE PRODUCTS ONLY – ADDITIONAL CLAIM & SERVICING PROCESS INFORMATION:** After eligibility is confirmed, service to Your furniture Product may be fulfilled in the form of repair advice, a kit shipped to You to aid in stain removal, or professional damage repair services. To determine which service is best suited for Your situation, the Administrator may request photos of the affected Product. In the event the Administrator dispatches a technician to service Your furniture Product at Your location, if they determine that any servicing/repair must be made off-site, such will be performed at no cost to You. We reserve the right to replace the damaged furniture Product or any part/area thereof, in lieu of repair.

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.

PLACE OF SERVICE

Determination of which place of service applies to Your Product is based on and will be the same as that which was provided under Your Product's original manufacturer's warranty. The Administrator can provide assistance in confirming which of the following is applicable to Your Product.

- For Products that included **In-Home/On-Site Service**, We will arrange for Your Product to be serviced at Your location; provided You have prepared the following provisions: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Product to a repair center designated by the Administrator. In such circumstances, the shipping/transportation charges will be covered by this Extended Warranty Contract. In-Home/On-Site Service will be provided by a service Provider authorized by the Administrator during regular business hours, local time, Monday through Friday (except holidays).
- For Products that included **Depot Service**, We will pay for the shipping costs required to ship Your Product to and from Our authorized depot center.
- For Products that included **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorized service center. In the event Your Product needs to be then shipped to another location authorized by Us, We will pay for the shipping costs.

LIMIT OF LIABILITY

The maximum amount that We will pay for covered repair Claims under this Extended Warranty Contract is equal to the original purchase price of the Product paid by You ("**Aggregate Repair Limit**") or one replacement of Your original covered Product ("**Replacement Limit**"); whichever occurs first.

- **ABOUT REPLACEMENT LIMIT (IF/WHEN PROVIDED):** Only one replacement is eligible for any one covered Product. If multiple items are covered under this Contract, any other remaining covered Products that have not yet reached the Aggregate Repair Limit or Replacement Limit will remain eligible for coverage during the Contract Term.
 - **FOR FURNITURE PRODUCTS ONLY:** We will not replace or otherwise service matching pieces of Furniture that are not damaged or covered under this Contract. We are not responsible for, and will take no action to correct, dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Contract does not transfer to replacement Furniture.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE; FINES; OR LOST PRODUCTION, TIME, CONTRACTS OR INCOME; RESULTING FROM DELAYS IN SERVICE, THE INABILITY TO RENDER SERVICE, THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS; OR RESULTING DURING THE PERIOD IN WHICH THE COVERED PRODUCT IS AT OUR AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS/SERVICE; OR RESULTING FROM THE FAILURE OF THE COVERED PRODUCT; OR RESULTING FROM ANY INHERENT PRODUCT FLAWS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

AS RELATED AND APPLICABLE TO YOUR COVERED PRODUCT(S), THIS EXTENDED WARRANTY CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- A) Any Claim for ADH (UNLESS You purchased an "ADH Plan" as confirmed on Your Contract Purchase Receipt).
- B) A pre-existing condition known to You ("*pre-existing condition*" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before this Contract was purchased).
- C) Any merchandise that is intended for use in heavy commercial or industrial applications/operations, or any other non-residential use; including rental, business, educational and institutional (UNLESS the "COMMERCIAL PLAN" option has been purchased).
- D) Any Claim for service to or replacement of the covered Product that has not been prior authorized by the Administrator.
- E) Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the covered Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such does not impair the overall functionality of the covered Product).
- F) Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers.
- G) Servicing, labor, delivery or installation costs.
- H) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the covered Product.
- I) Fortuitous events; including, but not limited to: 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.
- J) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.
- K) Abuse (meaning, the intentional treatment of the covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the covered Product.
- L) Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the covered Product.
- M) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.
- N) Operation outside the manufacturer operational or environmental specifications.
- O) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items.
- P) Any motorized or power operated ground and aerial vehicles, including, but not limited to drones and radio controlled devices;
- Q) Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to: fuses, batteries, belts, bulbs, connectors, filters, bags and lint screens.
- R) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts.
- S) Periodic or preventative maintenance.
- T) Lack of providing manufacturer's recommended maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications, or use of the Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the product in a manner inconsistent with its design or manufacturer specifications.
- U) Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a covered Product performed by anyone other than a service center/technician authorized by the Administrator.
- V) Any kind of manufacturer recall or rework order on the covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.
- W) IN ADDITION TO THE ABOVE (AS APPLICABLE TO JEWELRY), THE FOLLOWING SPECIFICALLY APPLY TO COVERED JEWELRY PRODUCTS:
 - (1) Inherent product defects or flaws in gemstones.
 - (2) Loss of diamonds, gemstones, or other materials if not directly related to a functional failure of the covered jewelry Product.
 - (3) Repair of center stones greater than 0.10 carat.
 - (4) Replacement of any sized center stones or side/enhancement stones greater than 0.10 carat.
- X) IN ADDITION TO THE ABOVE (AS APPLICABLE TO WATCHES), THE FOLLOWING SPECIFICALLY APPLY TO COVERED WATCH PRODUCTS:
 - (1) Inherent product defects or flaws.
 - (2) Loss of diamonds, gemstones or other materials from bezel greater than 0.10 carat.
 - (3) Repair or replacement of scratched crystals.
 - (4) Any watch with an MSRP of \$3,000 or greater.
- Y) THE FOLLOWING SPECIFICALLY APPLY TO COVERED FURNITURE PRODUCTS ONLY:
 - (1) Any merchandise that is sold "as is", "pre-owned", showroom-displayed, rental, non-residential, in-home daycare businesses, institutional or commercial use, rattan, bamboo or wicker used outdoors, nubuck, suede, carpets, silk, "X" coded and/or non-color fast fabrics or any merchandise sold without a manufacturer's warranty.
 - (2) Anything not specifically listed in the "WHAT DOES SMARTGUARD COVER...FURNITURE PLAN ONLY" section of this Contract.
 - (3) Stains or Damage caused by transit, delivery, redelivery, movement between residences or storage, furniture used outdoors or on patios or screened rooms where it may be directly or indirectly exposed to the elements of nature.
 - (4) Stains or Damage caused by use of improper cleaning methods or improper cleaning materials, or damage caused by the application of topical treatments (other than those provided by the Administrator specifically for use with the covered furniture Product) or lack of compliance with the provisions of the manufacturer's warranty.
 - (5) Stains or Damage from acid, bleach, caustic solutions, mildew, mold or reoccurring damage.
 - (6) Bodily fluid stains caused by incontinence.
 - (7) Odors.
 - (8) Fading of the upholstery, color loss, and/or discoloration, or fabrics that become worn or soiled from everyday use.
 - (9) Pet damage and/or claw marks other than pet bodily fluids, such as damage from teeth, beaks, etc.
 - (10) Normal wear and tear such as soiling from everyday use including body oil, hair oil, perspiration, or darkened body contact areas.
 - (11) Inherent design flaws including but not limited to natural inconsistencies in upholstery, leather, vinyl or delamination of microfiber.
 - (12) Failure or loosening of threads or splitting of seams.
 - (13) Wood surface scratch, dent, chip or gouge that does not penetrate through the finish.
 - (14) Cracking or peeling of any kind of leather.
 - (15) Leather surface scratches that do not penetrate through the upholstery.
 - (16) Leather flaws and manufacturer's defects that cause rips, cuts, punctures, or color loss.
 - (17) Dye transfer, dye lot or texture variation.
 - (18) Structural damage of any type.
- Z) Any service or replacement outside of Canada or the United States of America.
- AA) Any incidental or consequential damages; including but not limited to: property damage, fines, lost time, lost contracts/agreements or lost income resulting from or related to any Claim in relation to the covered Product (regardless of whether or not the Claim itself is considered to be covered under the terms and conditions of this Contract), and including that which results from a pre-existing condition known to You prior to the purchase of this Contract or any inherent product flaws or any implied warranties of merchantability and fitness for a particular purpose.

RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA IS EXPRESSLY EXCLUDED UNDER THIS CONTRACT, AS WELL AS DATA RECOVERY SERVICES. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS, AND IF POSSIBLE, ESPECIALLY PRIOR TO SUBMITTING THE PRODUCT FOR SERVICING UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR COVERED PRODUCT, AND IT IS THEN DETERMINED BY OUR AUTHORIZED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR IT RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING ANY SHIPPING COSTS.

OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Extended Warranty Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator of Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. NO CANCELLATION FEE APPLIES.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us.
- We may only cancel this Contract for the following reasons:
 - (A) Non-payment of the Contract purchase price/fee by You;
 - (B) Material misrepresentation by You; or
 - (C) 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 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 and no cancellation fee shall apply.

RENEWABILITY

Coverage under this Extended Warranty Contract is ineligible for renewal upon Term expiration.

TRANSFERABILITY

If You wish to transfer coverage under this Extended Warranty Contract to a different owner, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available.*

ENTIRE AGREEMENT

This Extended Warranty Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

SPECIAL JURISDICTIONAL REQUIREMENTS

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

THE FOLLOWING PROVISIONS APPLY TO RESIDENT PURCHASERS OF THE FOLLOWING PROVINCES/TERRITORIES ONLY:

MANITOBA, NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC AND SASKATCHEWAN

1. The words "We", "Us", "Our", "Provider", "Obligor", "Administrator" refer to 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.
 2. **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 Contract 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.
- **FOR NUNAVUT ONLY** – The following provision is added: "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 XIA 3S9) ORALLY OR IN WRITING."
 - **FOR ONTARIO ONLY** – The following provision is added: "YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING."
 - **FOR QUEBEC ONLY** – The following disclosure is added: "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."

**THE FOLLOWING PROVISIONS APPLY TO RESIDENT PURCHASERS OF THE FOLLOWING PROVINCES/TERRITORIES ONLY:
ALBERTA, BRITISH COLUMBIA, NEW BRUNSWICK, NOVA SCOTIA AND YUKON**

1. All references to “Extended Warranty Contract” and “Contract” are deleted and replaced with “Extended Warranty Insurance Policy” and “Policy”; respectively.
2. **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.

3. The words “We”, “Us”, “Our”, “Administrator” refer to AMT Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
4. The definition of “Retailer” is deleted and replaced with the following: “Retailer”: the licensed seller authorized to sell this Extended Warranty Insurance Policy to You, who is AMT Warranty Corp. of Canada, ULC.”
5. **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.
6. **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.

7. **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.
8. **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.

9. 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

10. 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.

11. 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.

- **FOR BRITISH COLUMBIA ONLY** – The following provision is added: "The Financial Institutions Act prohibit Us, the Retailer, or a sales associate from requiring the Policy Holder to transact additional or other business with Us or any other person or corporation as a condition of this transaction."

These terms & conditions are available on the Administrator's website at www.MySmartGuard.com or by calling 1-844-347-4441.