

EXTENDED WARRANTY CONTRACT

CANADA

Terms & Conditions

Administered by Guardsman Warranty Corp. of Canada, ULC ♦ 421 7th Avenue S.W., Suite 1700 ♦ Calgary, Alberta T2P 4K9 ♦ Toll Free 1-888-252-5200

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

DEFINITIONS

Throughout this Extended Warranty, the following capitalised 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 Guardsman Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.

“**Retailer**”: the merchant authorised by Us to sell this Extended Warranty to You, who is the manufacturer of the Covered Product or its direct distributors.

“**You**”, “**Your**”: the original individual consumer that purchased this Extended Warranty who is to receive the coverage provided hereunder.

“**Covered Product(s)**”, “**Product(s)**”: the eligible item(s) that meet(s) the “PRODUCT ELIGIBILITY” requirements outlined below that is/are covered under this Extended Warranty.

“**Contract Purchase Receipt**”: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term and purchase date of Your Contract.

“**Contract Purchase Price**”: the amount paid by You for the Extended Warranty (excluding any applicable taxes and/or fees), as indicated on Your Contract Purchase Receipt.

“**Product Purchase Receipt**”: the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Product Purchase Price.

“**Product Purchase Price**”: the amount paid by You for the Covered Product; excluding any applicable taxes and/or fees.

“**Claim**”: a demand for payment in accordance with this Contract sent by You to the Administrator or Us.

“**Failure**”: the mechanical or electrical breakdown of Your Product that results in it no longer being able to function as originally designed and intended; which is caused by defects in the manufacturer’s materials or workmanship and occurs during normal use of the Product.

“**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.

“**Term**”: the period of time in which the provisions of this Extended Warranty are valid, as indicated on Your Contract Purchase Receipt.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Contract, the item must: (a) be purchased as brand new from an authorised Retailer; (b) come with a manufacturer’s original equipment (“OEM”) warranty of at least (1) year; and (c) not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined herein.

TERRITORY

This Extended Warranty is valid for purchase in Canada only. (NOTICE: all continental United States of America, plus Alaska and Hawaii, and outlying U.S. territories, including but not limited to Puerto Rico are expressly EXCLUDED.)

YOUR RESPONSIBILITIES

PRODUCT PROTECTION: If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Product, You should make every effort to utilise these product accessories for protection against damage to Your Product. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED TO BE AS A RESULT OF NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) OF OR TO THE COVERED PRODUCT WILL NOT BE COVERED UNDER THIS CONTRACT.

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Product as indicated. You may be required to provide proof of fulfillment of such maintenance, care and/or inspection services at time of Claim. ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER’S WARRANTY AND/OR OWNER’S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT.

CONTRACT TERM - EFFECTIVE DATE OF COVERAGE

- A) Coverage for damages to Your Product resulting from defined Power Surge or other non-Failure covered Claims applicable to Your Plan/Covered Product type begins on Your Contract purchase date (or Product delivery date, if different) and continues for the Term shown on Your Contract Purchase Receipt.
- B) Coverage for a defined Failure of Your Product begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labour warranty and continues for the remainder of the Term shown on Your Contract Purchase Receipt.

WHAT IS COVERED

In accordance with the CONTRACT TERM-EFFECTIVE DATE OF COVERAGE provision outlined above, in the event of a covered Claim for an eligible Product this Contract provides for the labour and/or parts necessary to repair the Covered Product, or at Our sole discretion, a replacement for the originally Covered Product or reimbursement for a replacement in lieu of such repairs (see “About Replacements” and “About Reimbursements” bullets below for additional details).

IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED”: Coverage described in this Extended Warranty will 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. ALL COVERAGE PROCLAIMED UNDER THIS EXTENDED WARRANTY IS EXPRESSLY SUBJECT TO THE “LIMIT OF LIABILITY” AND “EXCLUSIONS” PROVISIONS.

About Repairs: Parts used to repair the Covered Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.

About Replacements: If We determine Your original Covered Product cannot be repaired, We will make every reasonable effort to replace the defective Product with one of the same model/features; however, We reserve the right to replace the original Covered Product with one of equal or similar features and functionality, and We do not guarantee such replacement will be the same color or brand as Your original Covered Product. Replacement of a defective Product may be with a new, rebuilt, or refurbished item of equal or similar features and functionality, and may not be the same model or color as Your original Covered Product. In no event will a replacement product extend Your original Contract Term. Technological advances may result in a replacement product with a lower selling price than the original Covered Product, and no reimbursement based on any replacement product cost difference will be provided. Any and all parts or units replaced under this Contract become Our property in their entirety.

About Reimbursements: In the event We determine to provide You with reimbursement for a replacement, such reimbursement will not exceed the amount equal to the MSRP of Your original Covered Product, at Our sole discretion.

ADDITIONAL BENEFITS

(No separate election/purchase is required; coverage is limited to damages sustained to the Covered Product only.)

- POWER SURGE:** In addition to coverage for a defined Failure, this Extended Warranty also provides coverage for sustained damage to the Covered Product as a result of a defined Power Surge covered Claim. *Limited to damage sustained to the Covered Product only; see "WHAT IS COVERED" for how coverage will be provided.*
- NO LEMON GUARANTEE:** This Extended Warranty has an embedded benefit that consists of the following: if, within any consecutive twelve (12) month period, Your Covered Product has three (3) repairs covered under this Contract for the same problem and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or provide You with reimbursement for a replacement.

DEDUCTIBLE

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

HOW TO FILE A CLAIM – GENERAL

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

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

- For Scanners/ All in Ones/Ink Jets/Photo Printers/ call toll-free 1-800-256-4778, and for Home Theater Projectors call 1-800-637-7661 with Your Contract Purchase Receipt readily available. Calls can be placed 24/7.
- Explain the problem Your Product is experiencing and provide any additional information/documentation in order to validate Your Claim.
- After confirmation of Claim eligibility under Your Plan and this Contract, You will receive a Claim authorization number along with additional information regarding how Your Product will be further serviced (refer to the "PLACE OF SERVICE" section below for further details).

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 Extended Warranty.

PLACE OF SERVICE – GENERAL

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 authorised technician is scheduled for service and while Our authorised technician is on Your property servicing Your Product. In the event it is necessary to continue certain repair services at a repair center, the shipping/transportation charges will be covered by this Extended Warranty. In-Home/On-Site Service will be provided by a service Provider authorised by the Administrator during regular business hours, local time, Monday through Friday (except holidays).

For Products that included **Depot Service**, You are responsible for shipping and insurance of the Product to a depot center designated by the Administrator, and We will pay for return shipping back to Your location.

For Products that included **Carry-In Service**, You are responsible for transporting Your Product to and from Our authorised service center. In the event Your Product needs to be then shipped to another location authorised by Us, We will pay for the shipping costs.

LIMIT OF LIABILITY

The total amount that We will pay for services in connection with all Claims pursuant to this Extended Warranty is as follows:

- REPAIRS LIMIT** – unlimited number of Claims until the accumulated amount that We have paid equals the Product Purchase Price shown on Your Product Purchase Receipt and/or Contract Purchase Receipt.
- REPLACEMENT LIMIT** – maximum of one (1) replacement per Covered Product (provided at Our sole discretion).

ONCE EITHER OF THESE LIMITS HAS BEEN REACHED, OUR OBLIGATIONS UNDER THIS CONTRACT WILL BE CONSIDERED FULFILLED AND COVERAGE ENDS.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED PRODUCT OR COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ITEMS OR INABILITY TO PROVIDE EXACT MATCH REPLACEMENT, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

EXCLUSIONS (WHAT IS NOT COVERED)

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

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| <p>A) A pre-existing condition known to You ("<i>pre-existing condition</i>" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Product before this Contract was purchased);</p> <p>B) Any Claim for service to or replacement of the Covered Product that has not been prior authorised by the Administrator;</p> <p>C) Any Claim related to cosmetic damage (<i>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</i>) or structural imperfections (<i>when such do not impair the overall functionality of the Covered Product</i>);</p> <p>D) Any merchandise that has been confirmed by Our authorised servicer to have removed or altered serial numbers;</p> <p>E) Servicing of the Covered Product in association with a non-covered Claim, and shipping or delivery charges associated with the initial purchase of the Covered Product;</p> <p>F) Costs associated with tearing down or refinishing of walls in order to reach and/or evaluate the Covered Product;</p> <p>G) 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, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;</p> <p>H) 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;</p> | <p>I) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Covered Product;</p> <p>J) Rust, corrosion, warping (UNLESS OTHERWISE STATED UNDER YOUR PLAN), bending, animals, animal inhabitation or insect infestation;</p> <p>K) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from these items;</p> <p>L) Any merchandise that has been confirmed to be used in a heavy industrial capacity;</p> <p>M) Any Claim related to accidental damage from handling (such as resulting from dropping the covered Product, liquid spills or in association with screen breakage);</p> <p>N) Abuse (<i>meaning, the intentional treatment of the Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown</i>), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Product;</p> <p>O) 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;</p> <p>P) Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;</p> <p>Q) Routine, periodic or preventative maintenance;</p> <p>R) Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered 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;</p> |
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- S) Initial installation, assembly, removal or reinstallation of Your Product, except as determined by Us;
- T) Adjustment, manipulation, modification, removal or unauthorised repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorised by the Administrator;
- U) 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; or
- V) Any service outside of Canada or the continental United States of America.

IMPORTANT: AS APPLICABLE TO YOUR COVERED PRODUCT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS EXTENDED WARRANTY. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED PRODUCT FOR SERVICING PURSUANT TO 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 RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL REPAIR COSTS INCLUDING 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, 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 Extended Warranty at any time by calling the Administrator toll-free at 1-888-252-5200 with Your cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Extended Warranty 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.
2. After 30 days from the Contract purchase date, You will receive a pro-rata refund based on 100% of the 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.

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 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.

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 recognised 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.

RENEWABILITY

This Contract is not renewable.

TRANSFERABILITY

This Contract cannot be transferred to any other party or item.

ENTIRE AGREEMENT

This Extended Warranty, including the terms, conditions, limitations, exceptions and exclusions, Your Contract Purchase Receipt and Product Purchase Receipt (if separate), 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

The 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 outlined below. The following provincial/territorial requirements apply if Your Contract was purchased in said province/territory supersede any other provision within this Extended Warranty Contract document to the contrary.

THE FOLLOWING PROVISIONS APPLY TO PURCHASES IN THE FOLLOWING PROVINCES/TERRITORIES ONLY:

Manitoba, Newfoundland & Labrador, Northwest Territories, Nunavut, Ontario, Prince Edward Island, Quebec, or Saskatchewan

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 Guardsman Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta, T2P 4K9.

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 X1A 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, or Yukon Territory

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 is issued to You by Technology Insurance Company, Inc. (TIC) in Canada. This insurance is provided by TIC (“the insurer”) and its Administrator: Guardsman Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9. TIC is an authorized insurer in all provinces and territories. THE CONTRACT POLICY HOLDER MAY CANCEL THIS POLICY BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.
3. The definition of “We, Us, Our, Obligor, Provider, Administrator” is deleted and replaced with the following: “We, Us, Our”, “Administrator” refer to the party obligated to provide service and administration under this Extended Warranty Insurance Policy, who is Guardsman Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.”
4. The definition of “You, Your” is deleted and replaced with the following: “You”, “Your”, “Policy Holder” refer to the purchaser of this Extended Warranty Insurance Policy (or person to whom this Policy was properly transferred), who is to receive coverage proclaimed hereunder.
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. **TECHNOLOGY INSURANCE COMPANY (TIC) POLICYHOLDERS’ COMPLAINT PROTOCOL:** TIC 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 TIC 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:

Technology Insurance Company
1145 Nicholson Road, Unit 2
Newmarket, Ontario L3Y 9C3
Tel: 1-888-218-1070 / Fax: 1-212-220-7130

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 at Technology Insurance Company, 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 Ombud Service (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. **Code of Consumer Rights and Responsibilities** – Insurers, 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 Technology Insurance Company’s 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. Technology Insurance Company is a member of an independent complaint resolution office, the General Insurance Ombud Service.
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 Technology Insurance Company, Inc. are subject to Canada’s privacy laws - with respect to their business in Canada.
8. **NOTICE CONCERNING PERSONAL INFORMATION** – By purchasing insurance from Technology Insurance Company, Inc. (TIC), a customer provides TIC 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 TIC’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 TIC'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 and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

To obtain written information about TIC's policies and practices in respect of service providers located outside Canada, please contact us at 1-888-218-1070

Further information about TIC's personal information protection policy may be obtained from the customer's broker or by contacting us at 1-888-218-1070.

9. **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.
10. **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.”*