

# **Microsoft Complete for Accessories**

## **Insurance Product Summary**

Under section 22, 28 and 29 of the Regulation respecting Alternative Distribution Methods (D-9.2, r. 16.1)

Product: Accidental Damage and Breakdown Insurance

Insurer: Technology Insurance Company, Inc. (Canada branch)

330 Eagle Street c/o CAS Accounting

Newmarket, Ontario L3Y 1K1

AMF Register-Insurer Number: 3001227360

Distributor: Microsoft Canada Inc.

4400-81 Bay Street

Toronto, Ontario M5J 0E7

Claims Agent: **Technology Insurance Company, Inc.** 

For further information regarding the Insurer and Distributor's obligations to you, please contact the Autorité des marchés financiers:

#### Autorité des marchés financiers

Place de la Cité, Tour PwC 2640, boulevard Laurier,

Bureau 400

Québec (Québec) G1V 5C1

Québec City: 418-525-0337 Montréal: 514-395-0337 Toll-Free: 1-877-525-0337 Fax: 418-525-9512

Website: www.lautorite.qc.ca

You will find here the Microsoft Complete for Accessories policy by clicking on the following link: <u>Warranty and Protection Plan Terms</u> & Conditions - Canada - Microsoft Support (the "Policy").

This document summarises the key features of the Policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

## What is this insurance for?

This Policy will cover accidental damage resulting from handling of the Microsoft Surface or Xbox accessory, namely physical breakage or destruction that prevents this accessory from functioning properly, including damage caused by liquid or dropping of the accessory. The Policy also covers mechanical and/or electrical failure of this accessory that results in it no longer being able to perform its intended function. Accidental damage must be caused by an accident in accordance with the terms and conditions of the Policy (see sections "Definitions" (page 1 of the Policy), "What is Covered – General" (page 2 of the Policy) and "Cover Policy Options" (page 2 of the Policy)).

If you purchased this Policy for a Microsoft Surface or Xbox accessory, this Policy provides cover for the repair and/or replacement of your eligible product against breakdown and accidental damage during the term as shown in your proof of purchase (see sections

"Definitions" (page 1 of the Policy), "Effective Date of Cover and Policy Term" (page 2 of the Policy), "What is Covered – General" (page 2 of the Policy) and "Cover Policy Options" (page 2 of the Policy)).

#### **Eligibility for Coverage**

The product must (i) be a covered product; (ii) be purchased from Microsoft or an authorised retailer; and (iii) have a minimum twelve (12) months manufacturer's warranty attached to the product in order to be eligible for cover under this Policy. Eligibility criteria are detailed in sections "Definitions" (page 1 of the Policy), and "Product Eligibility" (page 2 of the Policy).

#### What is covered?

The following is covered under the Policy. Details of the coverage applicable can be found in sections "Definitions" (page 1 of the Policy), "What is Covered – General" (page 2 of the Policy) and "Cover Policy Options" (page 2 of the Policy).

#### **Microsoft Accessory**

- ✓ Accidental damage and/or breakdown, not otherwise excluded.
- ✓ Cover is provided for repair or replacement of eligible Microsoft Surface or Xbox accessory, plus any other components contained in the original accessory packaging, if applicable, in the event that breakdown or accidental damage occurs during the policy term as shown in the "What is Covered General" and "Cover Policy Options" sections of the Policy, up to a maximum of:
- ✓ One (1) claim for your eligible Microsoft Surface or Xbox accessory.
- One (1) claim for the attached component when included in the original accessory packaging.

These coverages are detailed in sections "Definitions" (page 1 of the Policy), "Effective Date of Cover and Policy Term" (page 2 of the Policy), "What is Covered – General" (page 2 of the Policy) and "Cover Policy Options" (page 2 of the Policy).

#### What is not covered?

- Products that are intended for commercial use ("Commercial Use" refers to rental, business, educational, charity, institutional or any other non-residential use).
- Pre-existing conditions.
- Wear and tear or gradual deterioration of product performance.
- Cosmetic damage including marring, scratching and denting, unless such cosmetic damage results in loss of functionality.
- Any claim for the restoration of software or data, or for retrieving data from the product.
- Damage to or malfunction of the product caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.
- See page 6 of the Policy for full list of general exclusions.

These exclusions are detailed in sections "Definitions" (page 1 of the Policy) and "What is Not Covered - Exclusions" (page 3 of the Policy).

### Are there any restrictions on cover?

- ! Microsoft reserves the right to replace a defective an eligible Microsoft Surface or Xbox accessory with a new, rebuilt, or refurbished item of equal or similar features and functionality, which may not be the same model, size, dimension, or colour as the previous product.
- ! A replacement will not extend the policy term.
- ! Anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall not be covered under this Policy; regardless of the manufacturer's ability to fulfil its obligations.
- ! In the event of a service incident where a breakdown is not identified by our authorized servicer, you are responsible for all costs in association with such service, including any shipping fees.

## **Deductible**

For claims for an eligible Microsoft Surface or Xbox accessory, no deductible is applicable.

These limitations are detailed in sections "Definitions" (page 1 of the Policy), "Important Notices regarding Cover under this Policy" (page 2 of the Policy) and "Cover Policy Options" (page 2 of the Policy).

#### Where am I Covered?

Canada.

#### What are my obligations?

- ! Claims must be notified to the Administrator as soon as reasonably possible.
- ! You must follow the claims procedure set out in the Policy, including to provide a copy of the proof of purchase, to provide the information specified, and to update the product software to currently published releases prior to seeking claims service.

You must answer questions truthfully and to the best of your ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate your Policy.

#### How do I file a claim?

Claims must be notified to the Administrator, as soon as reasonably possible, at the telephone number found at <a href="https://aka.ms/GlobalSupportPhoneNumbers">https://aka.ms/GlobalSupportPhoneNumbers</a> or visit <a href="https://support.microsoft.com/en-ca">https://support.microsoft.com/en-ca</a> for English or <a href="https://support.microsoft.com/fr-ca">https://support.microsoft.com/fr-ca</a> for French.

#### **Required Documents**

For all claims, you must have your proof of purchase readily available when contacting the Administrator.

#### Administrator response

The Administrator's authorised representatives will promptly obtain details regarding the issue you are experiencing with the product and will first attempt to resolve the situation over the telephone and/or remotely. If the Administrator is unsuccessful in resolving the issue over the telephone and/or remotely, you will be provided with a claim service request number and further instructions on how to obtain service for your product.

Please do not take or return your product to the retailer or send your product anywhere, unless Microsoft instructs you to do so. If you are instructed by Microsoft to take the product to an authorised servicer near you or to a retailer, or if you are instructed to mail-in the product elsewhere (such as an authorised depot centre), please be sure to include all of the following:

- a) The defective product;
- b) A copy of your proof of purchase;
- c) A brief written description of the problem you are experiencing with the product; and
- d) A prominent notation of your claim service request number that Microsoft gave to you.

More details on how to file a claim are provided in sections "Definitions" (page 1 of the Policy) and "Claims" (page 4 of the Policy).

#### How do I file a complaint?

It is always our intention to provide you with a first-class service. However, if you are not happy with the service, please notify us via one of Technology Insurance Company, Inc.'s representatives at the telephone number found at (905) 853-0858 ext. 222 or via email: csexsmith@casaccount.com.

Technology Insurance Company, Inc. will reply within ten (10) business days from when they 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), Technology Insurance Company, Inc. 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 sixty (60) days. If it will take longer than sixty (60) days, Technology Insurance Company, Inc. will explain their current position and let you know when you can expect a response.

## How much do I pay for insurance coverage?

The payment for Surface Covered Component coverage and Xbox Covered Component coverage is stated in the table below, which includes all applicable taxes, is made in full when you purchase the Policy.

Component	2-year Term	3-year Term	4-year Term
Surface Type Cover, Signature Keyboard*	\$29.99 CAD	N/A	N/A
Xbox Controller – Elite*	N/A	\$26.99 CAD	N/A
Xbox Controller – Standard*	N/A	\$11.99 CAD	N/A

<sup>\*</sup> Surface or Xbox component, when included in original accessory packaging, is included in the price above.

#### When does the cover start and end?

Subject to the full payment of the premium, coverage for a breakdown begins upon expiry of the manufacturer's original parts and/or labour warranty and continues for the remainder of your term as shown on your proof of purchase or until the limit of liability is reached, whichever is sooner.

Coverage for accidental damage begins on the Policy purchase date as shown on your proof of purchase and continues for the remainder of your term as shown on your proof of purchase or until the limit of liability is reached, whichever is sooner.

#### What are the consequences of misrepresentation or failure to disclose?

You must answer questions truthfully and to the best of your ability and take reasonable care not to make any misrepresentation. Any deliberate misrepresentation, fraud or wilfully false statement may invalidate the Policy or claims being refused or reduced.

#### How do I cancel the contract?

You may cancel the Policy at any time by informing us of the cancellation request at the details below:

- Email: msespbus@microsoft.com
- Phone: Phone numbers can be found at <a href="https://aka.ms/GlobalSupportPhoneNumbers">https://aka.ms/GlobalSupportPhoneNumbers</a>.
- Write: Insurance Policy Cancellations, Microsoft Canada Inc., 4400-81 Bay Street, Toronto, Ontario M5J 0E7.

#### **COOLING OFF PERIOD**

If your cancellation request is within forty-five (45) days of the Policy purchase date, you will receive a one hundred percent (100%) refund of the Policy purchase price paid by you unless you have already made a claim(s) under the Policy then there will be a deduction of the value of the claim(s) you received from any refund.

Example: Refund amount = 100% of the Policy purchase price - value of Claim(s) (if made).

#### AFTER THE COOLING OFF PERIOD

If your cancellation request is made after forty-five (45) days of the Policy purchase date, you will receive a pro-rata refund of the Policy purchase price paid by you unless you have already made a claim(s) under the Policy then there will be a deduction of the value of the claim(s) you received from any refund.

Example: Refund amount = 1 - (Term in Days Passed / Total Term in Days) - value of Claim(s) (if made).

More details on the Policy cancellation are provided in sections "Definitions" (page 1 of the Policy) and "Cancellation" (page 4 of the Policy).