



Consumer Products Protection Policy

This Policy contains clauses which may limit the amount payable.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Continental Casualty Company's insurance business in Canada.

In witness whereof, Continental Casualty Company, Canadian Branch, has caused this Policy to be signed by its ChiefAgent at Toronto, Ontario, and countersigned below by duly authorized executives at Chicago, Illinois.

CONTINENTAL CASUALTY COMPANY

CHAIRMAN OF THE BOARD
DINO ROBUSTO

SECRETARY
STATHY DARCY

CHIEF AGENT
NICK CREATURA

1. Policy Introduction

- 1.1. Welcome to Your Consumer Products Protection Policy. This Policy provides coverage as described in Section 4. "What is Covered." This document outlines all the details of Your Policy, such as coverage information, instructions on how to file a claim, cancellation conditions, and lots more. Please reach out to Our Administrator at support@extend.com or (877) 248-7707 with any questions.
- 1.2. This is an insurance policy. This Policy is available for sale in British Columbia and Québec only.

2. Your Responsibilities

- 2.1. Please read this Policy carefully so that You fully understand Your coverage and make an informed decision. We draw Your attention to the limitations, conditions, obligations, and exclusions stipulated under this Policy.
- 2.2. This Policy does not replace Your manufacturer or Selling Retailer/Distributor warranty, maintenance plan or other insurance policy You may have for the Covered Product. Any failure or damage that occurs during Your manufacturer warranty or is covered by any other agreements is excluded from coverage under this Policy.
- 2.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or any other warranty included with the Covered Product.
- 2.4. You must keep this Policy as You may be required to provide it to obtain service. Refer to Your Purchase Confirmation to determine the Policy Term, Coverage Type, and other important information that may affect Your coverage under this Policy, and if there is a deductible required to obtain service.

3. Definitions

- 3.1. **Accidental Damage from Handling ("ADH")**: damage from a single, unexpected, sudden, and unintentional event that results in covered accidental damage to Your Covered Product as described in Section 4. "What is Covered." The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Your failure to provide this information may result in claim denial.
- 3.2. **Administrator**: Extend, Inc., Telephone: (877) 248-7707, email: support@extend.com.
- 3.3. **CCC, Insurer, Our, Us or We**: the Insurer obligated to perform under this Policy, Continental Casualty Company ("CCC"), Canadian Branch, 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone (800) 831-4262.
- 3.4. **Coverage Term**: the period that Your Covered Product is covered by this Policy which begins upon the later of (i) the date of delivery of Your Covered Product (the first delivery date if Covered Product individual items are shipped separately), (ii) the Purchase Date of Your Policy (as shown on Your Purchase Confirmation), and (iii) the date following the termination of any Waiting Period, and ends after the Policy Term.
- 3.5. **Coverage Type**: the level of coverage You purchased, as shown on Your Purchase Confirmation. For enhanced coverages, such as ADH, a description can be found in Section 4.2.
- 3.6. **Covered Product**: the product that is covered by this Policy and shown on Your Purchase Confirmation. The covered product may also include multiple eligible products sold under a single Stock Keeping Unit (SKU) number.
- 3.7. **Deductible**: the applicable deductible, if any, for claims. Any deductibles will be shown on Your Purchase Confirmation.
- 3.8. **Pet**: a cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile or caged amphibian kept in the home for companionship purposes.

- 3.9. **Policy:** this policy of insurance between You and Us, including the Purchase Confirmation.
- 3.10. **Policy Term:** the length of time coverage is provided by this Policy, as shown on Your Purchase Confirmation.
- 3.11. **Premium:** the price You paid for this Policy, excluding any taxes You paid in addition to the Premium.
- 3.12. **Purchase Confirmation:** the purchase confirmation email from Extend or the Selling Retailer/Distributor or the linked information provided on the sales receipt for the purchase of this Policy.
- 3.13. **Purchase Price:** the price You paid for the Covered Product, excluding all other charges such as sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.
- 3.14. **Selling Retailer/Distributor:** the entity selling the Covered Product and this Policy, as shown on Your Purchase Confirmation.
- 3.15. **You, Your, Insured or Purchaser:** the purchaser of the Covered Product(s) and insured under this Policy, as shown on Your Purchase Confirmation.
- 3.16. **Waiting Period:** The amount of time between the Policy Purchase Date and the Coverage start date. IF YOU PURCHASED THIS POLICY AFTER THE DELIVERY DATE OF THE COVERED PRODUCT, OR IF YOUR COVERED PRODUCT DOES NOT HAVE A MANUFACTURER OR SELLING RETAILER/DISTRIBUTOR WARRANTY, THEN YOUR COVERAGE TERM WILL BEGIN AS DESCRIBED IN SECTION 3.4 AFTER A THIRTY (30) DAY WAITING PERIOD. Any claims filed before this waiting period are considered pre-existing conditions and not covered by this Policy.

4. What is Covered

- 4.1. This Policy covers failures due to a defect in materials or workmanship that are experienced during normal use or wear and tear in a residential setting during the Coverage Term. This Policy also covers operational failure resulting from a power surge. This Policy does not cover any claims that are covered under Your manufacturer warranty, Selling Retailer/Distributor warranty, maintenance plan or insurance policy You may have for the Covered Product. **Failures caused by pre-existing conditions are not covered under this Policy.**
- 4.2. **ENHANCED COVERAGE,** If You purchased enhanced coverage the enhanced Coverage Type will be shown on Your Purchase Confirmation as indicated below:
 - 4.2.1. **ADH:** Your Covered Product is protected against ADH during the Coverage Term. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information may result in claim denial.
 - 4.2.2. **Battery:** Your Policy will include up to one (1) battery repair or one (1) replacement if the rechargeable batteries that are included with the Covered Product fail due to a defect in materials or workmanship during the Coverage Term.
 - 4.2.3. **Used:** coverage for any previously owned and used, preowned, refurbished, repaired, remanufactured products or any other goods that are not considered new at the time of purchase.
- 4.3. **CATEGORY SPECIFIC COVERAGE,** in addition to Section 4. "What is Covered," this Policy also covers:
 - 4.3.1. **Electronics,** coverage in Section 4.1. includes:
 - 4.3.1.1. failure caused by fan blockage from dust that results in overheating of laptop and desktop computers,
 - 4.3.1.2. mechanical or electrical failure to drone and onboard camera and flyaway drone due to failure during flight.
 - 4.3.2. **Eyewear,**
 - 4.3.2.1. coverage in Section 4.1. includes:
 - 4.3.2.1.1. delamination and/or peeling of sunglass lens coating, bubbles or imperfections in lens coating,
 - 4.3.2.1.2. scratches to scratch-resistant lenses that impair the line of vision, affecting visual acuity.
 - 4.3.2.2. coverage with ADH includes:
 - 4.3.2.2.1. cracked frames and lenses, damaged cosmetic embellishments caused by a single, unintentional accident occurring during normal and intended use of the Covered Product,
 - 4.3.2.2.2. cracked frames, lenses & vision-impeding damage,
 - 4.3.2.2.3. damage from Pets such as from beaks, teeth, and claws.
 - 4.3.3. **Fitness Equipment,** one (1) repair or replacement of factory-installed treadmill belts or rollers due to normal use during the Coverage Term.
 - 4.3.4. **Jewelry,**
 - 4.3.4.1. We agree to provide the following services:
 - 4.3.4.1.1. refinishing and polishing,
 - 4.3.4.1.2. rhodium plating, cleaning, and polishing,
 - 4.3.4.1.3. resetting diamonds and gemstones,
 - 4.3.4.1.4. ring resizing, limited to one (1) resizing per year, up to two (2) sizes up or down, provided, in Our sole discretion, that the design and materials of the Covered Product permit such sizing increase or decrease. Your ring is eligible for resizing after 60 (sixty) days from the start of the Coverage Term and does not cover initial ring sizing.
 - 4.3.4.2. In the event of an eligible claim, We agree to provide the following restoration services required as a result of a covered defect or breakage during normal wear.
 - 4.3.4.2.1. broken, bent or worn prongs, clasps, and hinges,
 - 4.3.4.2.2. knotted or broken chains or clasps on necklaces and bracelets,
 - 4.3.4.2.3. broken or lost pins and earring posts,
 - 4.3.4.2.4. restringing of broken or stretched pearl strands,
 - 4.3.4.2.5. cracked or thinning ring bands, re-shanking,
 - 4.3.4.2.6. chain soldering,
 - 4.3.4.2.7. repair of chipped or cracked stones (including center stones),
 - 4.3.4.2.8. replacement of center or side/enhancement diamonds or gemstones due to a defective, worn, bent or broken setting up to a maximum of the original stone size and quality, subject to the Limit of Liability.
 - 4.3.5. **Luggage, Bags, and Accessories,**

- 4.3.5.1. coverage in Section 4.1. includes:
 - 4.3.5.1.1. failure of USB ports and rechargeable batteries.
- 4.3.5.2. coverage with ADH includes:
 - 4.3.5.2.1. stains, rips, tears and snags, broken zippers, broken wheels, and handles, delamination, and seam separation,
 - 4.3.5.2.2. tears to backpack straps.
- 4.3.6. **Major Appliances**, food spoilage resulting from a covered failure of Your refrigerator or freezer up to \$250.00 per incident. Documented proof of loss will be required.
- 4.3.7. **Musical Instruments**, coverage with ADH includes wooden cracks (excluding finishes) in guitars and drums that affect playability or sound.
- 4.3.8. **Outdoor and Sporting Goods**,
 - 4.3.8.1. coverage with ADH includes:
 - 4.3.8.1.1. snapped or bent sporting equipment, such as golf club shafts, detached golf club heads, and fishing rods,
 - 4.3.8.1.2. rips and tears to sport gloves, sportswear, nets, and broken poles on goals,
 - 4.3.8.1.3. rips and tears to the inner tent, outer tent, rain fly, broken zippers, and broken or bent tent poles,
 - 4.3.8.1.4. rips and tears to inflatable Covered Product,
 - 4.3.8.1.5. tears to backpack straps,
 - 4.3.8.1.6. rips, tears, and broken zippers on jackets and outerwear.
- 4.3.9. **Personal Care**, failure of rechargeable batteries included with the Covered Product that does not hold a charge per the manufacturer guidelines, excluding any failures resulting from an item or cause listed in Section 5, "What Is Not Covered."
- 4.3.10. **Power Tools**, failure of rechargeable batteries included with the Covered Product that does not hold a charge per the manufacturer guidelines, excluding any failures resulting from an item or cause listed in Section 5, "What Is Not Covered."
- 4.3.11. **Watches**,
 - 4.3.11.1. We agree to provide the following services:
 - 4.3.11.1.1. if the bezel fails to hold the stone due to a defect in material and workmanship and such stone is lost, We will replace the stone up to a maximum of .10 carat,
 - 4.3.11.1.2. one (1) battery replacement and installation from normal use.
 - 4.3.11.2. coverage with ADH includes:
 - 4.3.11.2.1. breakage of stem or band, case, and crystal,
 - 4.3.11.2.2. liquid damage experienced within the watch's specified water resistance allowances. Water damage must be reported within thirty (30) days of occurrence,
 - 4.3.11.2.3. scrapes to the crystal that impede the user's ability to tell time.

5. What is Not Covered

The following are not covered by Your Policy unless specifically provided in Section 4. "What is Covered":

5.1. ALL PRODUCT CATEGORIES

- 5.1.1. products not originally covered by a manufacturer or Selling Retailer/Distributor warranty or with less than an original thirty (30) days manufacturer parts or labour limited warranty, unless a Waiting Period has been applied,
- 5.1.2. accidental damage, unless ADH coverage was offered, purchased, and indicated on Your Purchase Confirmation as covered,
- 5.1.3. damage or failure that is or should be covered by any manufacturer or Selling Retailer/Distributor warranty, insurance policy or other agreement providing the same benefits, or are a result of a recall, regardless of the manufacturer's or Selling Retailer/Distributor's ability to pay for such repairs,
- 5.1.4. damage, costs or problems related to any custom or improper installation or reinstallation of the Covered Product,
- 5.1.5. all pre-existing conditions that occur before the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used if used coverage is not purchased or "AS-IS", including, but not limited to, floor models, demonstrations models, pre-owned, rental, etc.,
- 5.1.6. parts requiring replacement or repairs due to normal wear and tear unless tied to a failure, and items normally designed to be periodically replaced during the life of the Covered Product, including, but not limited to, batteries, light bulbs, projection bulbs, etc.,
- 5.1.7. damage from abnormal use, abuse, misuse, mishandling, neglect, improper operation, tampering with, the introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product, including altered serial numbers,
- 5.1.8. damage or failure caused by Your lack of following the manufacturer's instructions for operation, care, storage, cleaning, periodic checkups or preventive maintenance of the Covered Product,
- 5.1.9. external causes of any kind, including third-party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God or consequential loss of any nature,
- 5.1.10. loss or damage caused by crime, invasion, rebellion, riot, strike, labour disturbance, lockout, or civil commotion,
- 5.1.11. theft, mysterious disappearance, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product,
- 5.1.12. loss or injury to a person or loss or damage to other property or any incidental, contingent, special or any direct or indirect loss and incidental or consequential, damages Including, but not limited to, losses incurred due to any or delay in rendering service under this Policy or resulting in loss of use, voiding of the manufacturer warranty or Selling Retailer/Distributor warranty,
- 5.1.13. any product purchased for or used at any time for commercial purposes or on a rental basis,
- 5.1.14. service or replacement outside of Canada, unless covered under Section 7.4.
- 5.1.15. non-functional, non-operating, external or aesthetic parts including, but not limited to, decorative embellishments, plastic parts, knobs, rollers, baskets, glass, housings, insulation, conduit, handles, shelves,

- 5.1.16. cosmetic damage such as, but not limited to, nicks, scratches, peeling & dents,
- 5.1.17. unauthorized repairs and/or parts and damage caused by unauthorized repair personnel, improper attachments, problems due to improper repairs, transportation damage,
- 5.1.18. separately purchased accessories used in conjunction with a Covered Product,
- 5.1.19. noises, squeaks or service where no problem can be found,
- 5.1.20. application programs, operating software, other software, loss of data or restoration of programs,
- 5.1.21. any expansion of the channel or frequency range capabilities of the Covered Product, circuit adjustments required to receive any station, service or adjustments due to changes in external power or water supply, water and power connectors and connections, reception or normal signal,
- 5.1.22. repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts,
- 5.1.23. failures which are not reported during the Coverage Term.
- 5.2. **CATEGORY SPECIFIC EXCLUSIONS:**
 - 5.2.1. **Baby Products:**
 - 5.2.1.1. any stains to Covered Product.
 - 5.2.2. **Electronics:**
 - 5.2.2.1. overheating caused by vermin, fan blockage,
 - 5.2.2.2. any storage media damaged by malfunctioning parts,
 - 5.2.2.3. corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, because of the malfunctioning or damage of an operating part or as a result of any repairs or replacement under this Policy, and damage caused from refilled ink cartridges and toner and ink cartridges, cables,
 - 5.2.2.4. loss or damage to drones caused by Your failure to use reasonable care, including but not limited to, Your failure to take proper pre-flight checkup measures (such as not reading instructions of flying tutorials) and properly charge or secure battery before use, flying past the line of sight, flying indoors, intentional crashes, reckless flying, and, racing, drone flying in weather conditions likely to a cause crash (high winds, rain, snow, natural disasters, etc.
 - 5.2.2.5.
 - 5.2.3. **Eyewear:**
 - 5.2.3.1. damage caused by chemicals, and tarnishing of frames,
 - 5.2.3.2. bending or twisting of flexible or titanium frames,
 - 5.2.3.3. damage from tampering with elements designed to secure lenses and/or arms,
 - 5.2.3.4. installation of a non-authorized lens and frame fit issues,
 - 5.2.3.5. service or appointment fees and exam costs.
 - 5.2.4. **Fitness Equipment:**
 - 5.2.4.1. products used in shared facilities, including but not limited to, gyms, spas, hotels or health clubs.
 - 5.2.5. **Jewelry:**
 - 5.2.5.1. replacement of lost or stolen gemstones or beads,
 - 5.2.5.2. unauthorized modifications, resizing, repair or service by an unauthorized third party or alterations to a Covered Product,
 - 5.2.5.3. lost, stolen or voluntary parting of Covered Products,
 - 5.2.5.4. customer-supplied stones used in the Covered Product,
 - 5.2.5.5. inherent defects and flaws in gemstones.
 - 5.2.6. **Major Appliances:**
 - 5.2.6.1. any installed accessory item such as gas or electric connectors,
 - 5.2.6.2. cost of installation, setup, diagnostic charges, disconnect, haul away or disposal of the Covered Product.
 - 5.2.7. **Power Tools:**
 - 5.2.7.1. tune-ups, damage caused by operation with fuels, oils or lubricants which are not suitable for use with the Covered Product, alteration or removal of parts; cutting blades, varnish, sludge or contaminants, necessary fuel, and ignition system calibrations and adjustments,
 - 5.2.7.2. repair caused by normal product vibration, routine maintenance, fuses, filters, consumables, exterior power cords, cosmetic adjustment or replacement, shell separating or cracking, paint changes, corrosion, rust,
 - 5.2.7.3. any repair for grinding of valves to increase compression, oil consumption, stuck rings, shipping or freight, burned valves, tuliped valves, adhesives, shop supplies, environmental charges, miscellaneous charges, internal or external corrosion, electrolysis, salt or any other environmental condition, inadequate or improper storage/layup, loss or damage to optional equipment.
 - 5.2.8. **Vehicle Batteries:**
 - 5.2.8.1. battery leakage, and batteries that are merely discharged,
 - 5.2.8.2. batteries used in vehicles for rideshare or commercial use or in trucks over 1 ton,
 - 5.2.8.3. labour charges, installation charges, taxes or legislatively imposed fees to remove, replace and dispose of battery.
 - 5.2.9. **Vehicle Parts:**
 - 5.2.9.1. damage caused by accident or collision,
 - 5.2.9.2. damage caused by the failure of a non-covered product,
 - 5.2.9.3. labour charges, installation charges, taxes or legislatively imposed fees to remove, replace and dispose of automotive, motorcycle, marine or RV parts and accessories,
 - 5.2.9.4. damage to any Covered Product installed on a vehicle used for marine, off-road or racing purposes, unless the Covered Product was designed and designated for such use by the manufacturer, such use was covered by the manufacturer or Selling Retailer/Distributor warranty, and such warranty has expired.
 - 5.2.10. **Watches:**
 - 5.2.10.1. cosmetic damage such as dents, scratches or fraying of band,
 - 5.2.10.2. leather and cloth bands,

- 5.2.10.3. fading of luminous, peeling of paint or bezel,
- 5.2.10.4. loss of gemstones and flaws in gemstones,
- 5.2.10.5. modifications and unauthorized repairs.

6. How to File a Claim

- 6.1. You must follow all the procedures stated below to be eligible for service under this Policy. Your failure to comply will disqualify Your claim.
- 6.2. We determine the coverage eligibility of Your Covered Product on the basis of this Policy document, the information You provide to Us when You submit Your claim, and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the failure or damage is different from what You reported to Us, Your claim might not be covered under this Policy.
- 6.3. Please contact the Administrator as soon as practicable after the failure occurs and You will be advised on how to obtain service or a replacement. To do so, go online at <https://customers.extend.com/claims> or call the toll-free number at (877) 248-7707 during normal business hours.
- 6.4. In the event of a claim, do not return the Covered Product to the Selling Retailer/Distributor or obtain unauthorized service without instruction from the Administrator as this Policy will not cover damage or failures resulting from unauthorized service, except as provided for in Section 7.1.2.

7. Service Procedures and Limit of Liability

Depending on the Covered Product and failure or damage circumstances, at Our discretion, We will either:

- 7.1. Repair Your Covered Product (on-site, mail-in or local repair service may be available, at Our discretion):
 - 7.1.1. All repairs other than emergency repairs described below must be authorized by the Administrator before the performance of work or Your claim may be denied. If You refuse service after We have dispatched the repair servicer to Your location, You will be billed for that servicer's applicable trip charge.
 - 7.1.2. If an emergency occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Policy, We will reimburse You or the service vendor in accordance with the Policy provisions, up to the Limit of Liability. You must submit all receipts and documentation within 48 hours of the emergency.
 - 7.1.3. If applicable, We recommend that You back up all data on Your Covered Product before obtaining service, as repairs to Your Product may result in the deletion of data.
 - 7.1.4. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS POLICY ARE YOUR RESPONSIBILITY.
- 7.2. Replace Your Covered Product (with a product of like kind, quality, and functionality);
 - 7.2.1. If Your Covered Product or part cannot be repaired, We will replace it with a new or refurbished unit or part of like or similar quality up to the Limit of Liability. If the Covered Product is comprised of more than one item sold under a single SKU, We will replace the affected item only. The replacement product may be a future or current version of Your original Covered Product or part. In cases where replacement is not reasonably possible, You will be paid a settlement as described in 7.3.
- 7.3. Provide a financial credit/settlement in the form of a cheque, store credit or gift card based on the original Purchase Price, not to exceed the Limit of Liability.
 - 7.3.1. The amount of the settlement will be the Purchase Price less any claims costs, not to exceed the Limit of Liability. Your settlement should be redeemed within a reasonable amount of time, not to exceed ninety (90) days after We notify You of Your settlement. Your acceptance of a settlement will complete the coverage and all Our obligations under this Policy for Your Covered Product.
- 7.4. **Worldwide Service:** Worldwide service will arrange for the repair of the Covered Product during the Covered Product Coverage Term when You travel outside of Canada for a limited period of time. If the Covered Product needs repair while You are in possession of it outside of Canada, You must contact the Administrator via email at support@extend.com to obtain a proper repair authorization number prior to work being performed. You will need to carry the Covered Product into an authorized service center designated by the Administrator, have the service center provide an estimate for the repair, and provide the estimate to the Administrator by email, so the total repair cost can be approved. You must submit payment to the service center for the costs of the repair to the Covered Product and then submit the Administrator a detailed service repair invoice that identifies the Covered Product, the repair authorization number, and includes a thorough description of the repair made. You must send this documentation to the Administrator. The Administrator will reimburse You within 30 days of receipt of all necessary paperwork, provided a covered repair was performed to the Covered Product. Note: Worldwide service does not include shipping or on-site (at home) service charges. If the Covered Product cannot be repaired, You must contact the Administrator for further resolution, which may include Section 7.2. or Section 7.3. above.
- 7.5. **Limit of Liability:** Subject to the terms of this Policy, the most We will pay during the Coverage Term for all claims is the Purchase Price.
- 7.6. **Expiration:** This Policy shall expire and all Our obligations under this Policy fulfilled upon the earliest of (i) the Coverage Term ending, (ii) the replacement of Your Covered Product, (iii) issuance of a settlement in lieu of replacement or (iv) the Limit of Liability being met.

8. Cancellation

- 8.1. You may cancel this Policy for any reason at any time by contacting the Administrator at (877) 248-7707 or emailing support@extend.com. If You cancel before the start of the Coverage Term and no claim has been made under the Policy, You will receive a 100% refund of the Premium. For any other cancellation request, You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Premium, less paid claims under this Policy, and less an administrative fee not to exceed the cost of the Policy or \$50, whichever is less.
- 8.2. We may cancel this Policy at any time, but only for fraud, material misrepresentation or non-payment by You or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address or email address with the effective date for the cancellation and the reason for cancellation. You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Premium, less paid claims (if any).

- 8.3. If this Policy was inadvertently sold to You in a jurisdiction or where the Policy is not available for sale or on a product which was not intended to be covered by this Policy, We will cancel this Policy and return the full Premium to You, less paid claims under this Policy (if any)

9. Conditions

- 9.1. **Renewal:** This Policy is not renewable.
- 9.2. **Transferability:** You may not transfer this Policy to any other individual or entity.
- 9.3. **Territories:** The sale of the Policy is limited to British Columbia and Québec, Canada.
- 9.4. **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- 9.5. **Currency:** All references to currency in this Policy are in Canadian dollars and stated amounts are exclusive of any applicable taxes.

10. Legal Disclosures

- 10.1. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT:** To the extent permitted by applicable law, You agree that all claims or disputes arising from or relating to this Policy, whether in contract, tort, pursuant to statute, regulation ordinance or in equity or otherwise, including disputes as to whether or not the Policy is binding, and whether Your dispute is with Administrator, Insurer or the Selling Retailer/Distributor, will be settled by impartial arbitration by a single arbitrator (the "Arbitrator"). To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed Arbitrators within ten (10) business days of submitting Your claim. The Administrator has the right to question the proposed Arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed Arbitrators are neutral, You may be asked to proffer additional proposed Arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the province in which this Policy was purchased, the province's arbitration rules will govern.
- 10.1.1. **CLASS ACTION WAIVER:** All arbitrations shall proceed on an individual basis. You agree that, to the extent permitted by applicable law, all claims or disputes arising from or relating to this Policy, whether by You or by Us, shall be brought in the parties' individual capacities only; and in so doing You waive the right to commence, certify or participate in any class action or other collective proceeding, including consolidated or joint actions or arbitrations without Our written consent. (This remedy is not available in the province of Québec.)
- 10.1.2. **CHOICE OF LAW AND SEVERABILITY:** The arbitration shall be governed by, and the Policy interpreted according to, the laws of Your province of residence at the time of entering into this Policy, and the federal laws of Canada applying therein, including all applicable laws and regulations concerning appeal rights in arbitration. If any part of this Policy is determined by the arbitrator or a court to be unenforceable, that portion shall be severed without affecting the enforceability of the rest of this Agreement.
- 10.1.3. **INJUNCTIVE RELIEF:** You agree that nothing in this section or this Policy as a whole restricts, precludes or prohibits either You or Us from bringing an application in a court of competent jurisdiction for injunctive relief prior to or during the arbitration process.
- 10.2. **Entire Agreement:** This Policy, together with Your Purchase Confirmation, shall collectively constitute the entire Policy relating to Your coverage. These documents will confirm Your eligibility to receive service under this Policy. Your Purchase Confirmation describes the Covered Product(s) and the Coverage Term of this Policy. You hereby acknowledge that no verbal or written representations by any Selling Retailer/Distributor or marketing materials outside of this Policy shall be of any legal effect to this Policy.
- 10.3. **Severability:** Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.
- 10.4. **Action Against Us:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or under any other law applicable to this Policy.
- 10.5. **Payment Limitations:** This Policy and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, applicable export control laws and regulations of the United States and Canada in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Policy that would violate any order, guidance or other instruction issued by any governing body in Canada, the United States (including OFAC) or any other jurisdiction applicable to Us.

11. Personal Information

- 11.1. The Administrator, the Selling Retailer/Distributor, and CCC may collect, use, disclose, and otherwise process Your personal information in connection with the Policy (hereinafter "Personal Information") including through a website, on a claims portal, and by phone.
- 11.2. The Administrator and CCC use Your Personal Information to administer the Policy, including but not limited to, detecting, investigating, and preventing fraud, unauthorized or illegal activities, assessing, and processing claims, creating and maintaining records, insuring or reinsuring Policy liabilities, and providing customer service. We may also use and disclose Your Personal Information for other purposes with Your consent or as permitted or required by law.
- 11.3. The Administrator, the Selling Retailer/Distributor, and CCC may exchange Personal Information as necessary for the purposes described above.
- 11.4. The Administrator, the Selling Retailer/Distributor and CCC will hold and use Your Personal Information only as long as necessary to implement, administer and manage the Policy or as required to comply with legal or regulatory obligations.

- 11.5. To learn more about Your rights regarding Your Personal Information with Extend visit <https://www.extend.com/privacy> or write to Us at support@extend.com. To learn more about Your right regarding Your Personal Information with CCC, visit <https://www.cnacanada.ca/web/guest/cnacanada/privacy/privacy-policy>. Requests to access Personal Information to the Privacy Officer must be in writing, either through the portal link provided above, by email or by mail. Or You may obtain a copy of CCC's privacy policy by visiting <https://www.cnacanada.ca/web/guest/cnacanada/privacy/privacy-policy>.

To obtain a large type copy of the terms and conditions of this Policy, please call, toll-free (877) 248-7707.

For Policies issued in Québec, the following requirements are added to and become part of this Policy and supersede any other provisions to the contrary:

STATUTORY CONDITIONS (FOR QUÉBEC CUSTOMERS ONLY)

1. Statements

1.1. Representation of risk (Article 2408 CCQ) You, are bound to represent all the facts known to them which are likely to materially influence an insurer in the setting of the Premium, the appraisal of the risk or the decision to cover it, but You are not bound to represent facts known to the Insurer or which from their notoriety they are presumed to know, except in answer to inquiries.

1.2. Misrepresentations or concealment (Articles 2410, 2411 and 2466 CCQ) Any misrepresentation or concealment of relevant facts mentioned in Section 1.1 (Representation of risk) by You nullifies the contract at the instance of the Insurer, even with respect to losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the Premium he collected bears to the Premium he should have collected.

2. General Provisions

2.1. Insurable interest (Articles 2481 and 2484 CCQ) A person has an insurable interest in a property where the loss or deterioration of the property may cause them direct and immediate injury. It is necessary that the insurable interest exists at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

2.2. Assignment (Articles 2475 and 2476 CCQ) This Policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property. Upon the death or bankruptcy of the Insured or the assignment of their interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations to which the Insured was bound.

2.4. Currency All limits of insurance, Premiums and other amounts as expressed in this Policy are in Canadian currency.

3. Losses

3.1. Notice of Loss (Article 2470 CCQ) The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as they become aware of it. Any interested person may give such notice. In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2. Information to be provided (Article 2471 CCQ) The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the Insured property, the rights of third parties, and any concurrent insurance; they shall also provide them with vouchers and swear or attest under oath as to the veracity of the information. Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on their behalf.

3.3. False representation (Article 2472 CCQ) Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates. However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

4. Compensation and Settlement

4.1. Time of payment (Articles 1591, 2469 and 2473 CCQ) The Insurer shall pay the indemnity within sixty (60) days after receiving the notice of loss or, at their request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

4.2. Limitation of actions (Article 2925 CCQ) Every action or proceeding against the Insurer under this Policy shall be commenced within three (3) years from the date the right of action has arisen.

4.3. Subrogation (Article 2474 CCQ) Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this Policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

5. Other Insurance (Article 2496 CCQ) The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of their choice, each being liable only for the amount he has contracted for. No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured. Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

For Policies issued in all other provinces, the following requirements are added to and become part of this Policy and supersede any other provisions to the contrary:

STATUTORY CONDITIONS

Misrepresentation

1 If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2 The Insurer is not liable for loss of or damage to property owned by a person other than the Insured unless:

- (a) otherwise specifically stated in the contract; or
- (b) the interest of the Insured in that property is stated in the contract.

Change of interest

3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4(1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:

- (a) material to the risk; and
- (b) within the control and knowledge of the Insured.

(2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:

- (a) terminate the contract in accordance with Statutory Condition 5; or
- (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the insurer an additional Premium specified in the notice.

(4) If the Insured fails to pay an additional Premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the Premium.

Termination of Insurance

5(1) The contract may be terminated:

- (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
- (b) by the Insured at any time on request.

(2) If the contract is terminated by the Insurer:

- (a) the Insurer must refund the excess of Premium actually paid by the Insured over the prorated Premium for the expired time, but in no event may the prorated Premium for the expired time be less than any minimum retained Premium specified in the contract; and
- (b) the refund must accompany the notice unless the Premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as is practicable.

(3) If the contract is terminated by the Insured, the Insurer must refund as soon as is practicable the excess of Premium actually paid by the Insured over the short rate Premium for the expired time specified in the contract, but in no event may the short rate Premium for the expired time be less than any minimum retained Premium specified in the contract.

(4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the Day following the day on which the registered letter or notification of it is delivered to the Insured's postal address.

Requirements after loss

6(1) On the happening of any loss of or damage to Insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

- (a) immediately give notice in writing to the Insurer;
- (b) deliver as soon as is practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
 - (iv) stating the amount of other insurances and the names of other insurers;
 - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - (vii) stating the place where the insured property was at the time of loss;

- (c) if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
 - (d) if required by the Insurer and if practicable:
 - (i) produce books of account and inventory lists;
 - (ii) provide invoices and other vouchers verified by statutory declaration; and
 - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7 Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made:

- (a) by the agent of the Insured if:
 - (i) the Insured is absent or unable to give the notice or make the proof; and
 - (ii) the absence or inability is satisfactorily accounted for; or
- (b) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9(1) In the event of loss of or damage to Insured property, the Insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property Insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subsection (1) of this condition.

Entry, control, abandonment

10 After loss of or damage to insured property, the Insurer has:

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
- (b) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:
 - (i) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property; and
 - (ii) without the Insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in The Insurance Act whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the insurer.

When loss payable

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

Repair or replacement

13(1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the Insurer gives notice under subsection (1) of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14(1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief office or head office of the Insurer in the province.

(2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.