

**ZURICH INSURANCE COMPANY LTD
(CANADIAN BRANCH)**
LIKEWIZE PROTECTION PLAN

DECLARATIONS

Name of Insured: As on file with the Administrator and the Consumer Electronics Retailer (as defined)

Address of Insured: As on file with the Administrator and the Consumer Electronics Retailer (as defined)

Email address of Insured: As on file with the Administrator and the Consumer Electronics Retailer (as defined)

Insured Device (include serial number, IMEI or other identifying number): As on file with the Administrator and the Consumer Electronics Retailer (as defined)

MSRP of Device: As shown on your Newegg sales receipt for the purchase of the Insured Device

Date of Commencement of Insurance: The date the Insured enrolls in the policy

Premium for Coverage: The policy premium is the consideration paid by You for this insurance policy as listed on your Newegg sales receipt.

Occurrence limit: **Subject to the Aggregate Limit of Insurance, for any approved claim, we will not pay more than the purchase price of the Insured Device indicated on your Newegg sales receipt, excluding taxes and shipping fees.**

Aggregate Limit: **The Aggregate Limit of Insurance is the purchase price of the Insured Device, as indicated on your Newegg sales receipt, excluding taxes and shipping fees.**

Administrator and Restricted Insurance Agent:
Likewise Device Protection, Ltd.
1235 Bay Street
Toronto, Ontario M5R 3K4

In witness whereof, the Insurer has caused this policy to be signed by its Head of Underwriting, Canada, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



Head of Underwriting, Canada

Privacy Consent Notice

By submitting the requested information, which may include, but is not limited to, name, address, date of birth, driver's licence number, medical information, financial information, driving record, automobile insurance policy history, and automobile insurance claims history, you are providing consent to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of your personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You are also providing consent to Zurich for the disclosure of your personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties"). If your policy is being arranged by a broker or an agent, you authorize Zurich to collect, store, use, disclose, and process personal information received from such broker or agent in relation to the above-stated purposes. Additionally, by providing information about a third party, including but not limited to, a family member, director, officer, employee, or any party that has an interest in or derives a benefit from the policy, you hereby covenant and warrant that you have obtained the appropriate consent from such third party to disclose their personal information to Zurich and for Zurich to use and disclose such information for any of the above-stated purposes.

Zurich is committed to protecting the privacy and confidentiality of information provided. Your personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

Zurich may retain your personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. You may request to review the personal information Zurich maintains about you and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing privacy.zurich.canada@zurich.com.

You may refuse to consent or withdraw your consent to the collection, storage, use, disclosure or processing of your personal information; however, your refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay any claim benefits payable under your policy.

Please contact the Zurich Privacy Officer if you require further information regarding the collection, use, disclosure, processing and storage of your personal information or if you have any complaints via email at privacy.zurich.canada@zurich.com. You can also review our Privacy Policy at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>.

For the purpose of *the Insurance Companies Act* (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.

DEVICE PROTECTION FOR CONSUMER ELECTRONICS INSURANCE POLICY

Various provisions in this **Policy** restrict coverage. You should read the entire **Policy** carefully to understand your rights and obligations and what is and is not covered.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

A. Definitions

Zurich Insurance Company Ltd (Canadian Branch) is the insurer that is providing this insurance. The words “**we**”, “**us**”, “**our**” and the “**Insurer**” refer to Zurich Insurance Company Ltd (Canadian Branch).

1. “**Accessories**” accessories that are included in the same packaging as the Insured Device at time of purchase and owned by you and described as the Insured Device in the Declarations.
2. “**Accidental Damage from Handling**” (ADH) means direct physical loss or damage to the Insured Device, such as drops and liquid spills, except physical loss or damage recoverable under the manufacturer’s warranty and those causes of loss described in the Exclusions section of this **Policy**.
3. “**Administrator**” means Likewize Device Protection, Ltd.
4. “**Authorized Service Centre**” means the service centre or centres providing repair, replacement, and reimbursement services on our behalf, as selected by us or our Administrator in our, or our Administrator’s, sole discretion.
5. “**Computer Virus**” means any unauthorized intrusive code or programming that is entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupts the operations of the Insured Device.
6. “**Consumer Electronics Retailer**” means Newegg Canada Inc.
7. “**Covered Causes of Loss**” means (i) mechanical or electrical breakdown of the Insured Device or operational or structural malfunction of the Insured Device’s ability to operate due to defects in parts or workmanship; and (ii) Accidental Damage from Handling, provided that you have purchased such additional optional coverage and it is indicated in your plan details on <https://protect.likewize.com/newegg>.
8. “**Declarations**” means the Declarations attached to and forming part of this **Policy**.
9. “**Insured**”, “**you**” and “**your**” mean the customer who purchases the **Insured Device** from the **Consumer Electronics Retailer** on Newegg.com.
10. “**Insured Device**” means (i) the consumer electronics product owned by you and described as the **Insured Device** in the Declarations, and (ii) the **Accessories**.

B. Coverage

We will cover the **Covered Causes of Loss** wherever the **Insured Device** is located in the world, provided that we will only cover **Accessories** if such **Accessories** are damaged with your **Insured Device**.

- (1) **Repair or Replacement:** We will provide the parts and labour necessary to repair or replace, at Our discretion, the **Insured Device**, when required hereunder, as a result of failures due to a mechanical or electrical breakdown, including those experienced due to normal wear and tear and power surges. We may, in our sole discretion, pay to you the current replacement market value of the **Insured Device** instead of repairing or replacing the **Insured Device**. Parts for the **Insured Device** may be replaced, at Our discretion, with new, used or remanufactured parts of like kind and quality. If the **Insured Device** cannot be repaired or if the cost of its repair exceeds the **Insured Device's** original purchase price the **Insured Device** will be replaced as determined by Us with a product of like kind or similar features with a value up to the purchase price of the **Insured Device**, including shipping if required, but **excluding** sales tax and handling costs which are not covered by this **Policy** and are Your responsibility. In all cases requiring repairs or replacements, We will attempt to source the most energy efficient models or parts. Any replacement product provided to You as a result of a claim being made under the terms of this **Policy** will require the purchase of a new **Policy** to receive coverage for the replacement product. Failure of the **Insured Device** must be reported within 60 days of the initial failure to be eligible for coverage.
- (2) **Accidental Damage From Handling:** If you have purchased the optional **Accidental Damage from Handling** coverage, the **Insured Device** is protected against **Accidental Damage From Handling**. **Accidental Damage from Handling** only covers operational or mechanical failure caused by a single incident while handling. For the purpose of this **Policy**, a claim under this coverage requires an explanation of where and when the **Accidental Damage From Handling** occurred as well as a detailed description of the actual event. If needed, the replacement value of the **Insured Device** will be solely determined by the **Administrator** of this **Policy**.
- (3) **Power Surge Protection:** This **Policy** provides power surge protection from the product date of purchase of the **Insured Device**. If the **Insured Device** is damaged as a result of a power surge, We will replace the **Insured Device** in accordance with the terms herein.
- (4) **No Lemon Policy:** This **Policy** provides that following the expiration of the term of the **Insured Device's** manufacturer's warranty, and subject to Our limit of liability, after three (3) service repairs have been completed for the **Insured Device** for the same problem within a 12 month period, as determined by Us, in lieu of performing a fourth (4th) repair on the **Insured Device**, We may replace it with a product of like kind or similar features, or issue payment or store credit to You in an amount not to exceed the remaining limit of liability as determined in accordance with the section titled "Limits of Insurance." If We replace the **Insured Device** or issue a cash settlement of any kind, including a store credit, all of Our obligations for the **Insured Device** under this **Policy** terminate and will be considered fulfilled.

C. Exclusions

1. This **Policy** applies only to the operation or use of the **Insured Device** under conditions for which it was designed, and does not cover loss or damage resulting from:

a. External Causes

External causes such as collision with an object (unless such a collision is accidental and **Accidental Damage from Handling** was purchased at time of sale and indicated on Your sales receipt), vandalism, environmental conditions, fire, flooding, corrosion, sand, dirt, windstorm, hail, earthquake, riot, exposure to weather conditions, misuse, abuse, neglect, accidental damage (unless **Accidental Damage from Handling** was purchased at time of sale and indicated on Your sales receipt), insect infestations, terrorist attacks, condensation, leaking **Insured Device** battery (or any other leaking substance within the **Insured Device**) or improper use of any electrical power source, damage incurred during transportation, or any other unforeseen circumstance(s) or event(s) originating from outside the **Insured Device**.

2. This **Policy** does not cover loss or theft of the **Insured Device**.
3. Additionally, this **Policy** does not apply to mechanical or electrical breakdown, loss or damage (whether or not **Accidental Damage from Handling** was purchased at time of sale) directly or indirectly caused by or resulting from any of the following, regardless of whether any other cause or event contributes to the loss:

a. Governmental Authority

Seizure or destruction of property by order of governmental authority.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage.

c. War

- i. War, including undeclared or civil war;
- ii. Warlike action by a military force; or
- iii. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

d. Delay, Loss of Use

Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience or delay in repairing or replacing a damaged **Insured Device**.

e. Dishonest or Criminal Acts

Dishonest, fraudulent or criminal acts by **you**, any authorized user of the **Insured Device**, anyone you entrust with the **Insured Device**, or anyone else with an interest in the **Insured Device** for any purpose, whether acting alone or in collusion with others.

f. Obsolescence

Obsolescence or depreciation.

g. Recall or Design Defect

- i. Manufacturer's recall; or
- ii. Error or omission in design, programming or system configuration.

h. Cosmetic Damage

Cosmetic damage, however caused, that does not affect the mechanical or electrical function of the **Insured Device**. This includes:

- i. Marring, or scratching;
- ii. Change in colour or other change in the exterior finish;
- iii. Expansion or contraction.

i. Covered Under Warranty

Loss, damage or malfunction that is covered under the manufacturer's warranty. In the event **we** have knowledge of a prior malfunction, proof of repair may be required before **we** provide coverage for future claims.

j. Late Claims

Claims not reported as required by Section F.1 of this **Policy**.

k. Repair Work

Unauthorized repair or replacement, or preventative maintenance or alterations or improvements.

l. Virus

Computer Virus whether intentional or unintentional, and whether such loss is direct or indirect, proximate or remote or is in whole or in part caused by, contributed to or aggravated by the **Covered Causes of Loss** insured against under this **Policy**.

m. Voluntary Parting

Voluntarily parting with or failing to monitor the **Insured Device** by you or by any person you entrust with the **Insured Device**, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

n. Intentional Loss or Damage

Abuse, intentional acts or use of the **Insured Device** in a manner inconsistent with the use for which it was designed or intended, or instructed by the manufacturer, or that would void the manufacturer's warranty, or failure to follow the manufacturer's installation, operation or maintenance instructions.

o. Pollution

The discharge, dispersal, seepage, migration or escape of Pollutants. "**Pollutants**" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapour, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or Waste. "**Waste**" includes materials to be recycled, reconditioned or reclaimed.

p. Personalized Data

Loss or damage to personalized data, or customized software, such as personal information managers (PIM's), ringtones, games, or screen savers; or loss or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the **Insured Device**.

q. Failure to Mitigate

Failure to do what is reasonably necessary to minimize the loss and to protect the **Insured Device** from any further loss.

r. Vermin

Insects, rodents, or other vermin.

s. Pre-existing Conditions

Any and all pre-existing conditions known by you that occur prior to the effective date of this **Policy** and/or **Insured Device** sold "as is", including but not limited to floor models and demonstration models, etc.

4. The Accidental Damage from Handling coverage, if purchased, does not include:

a. Accidental Damage from Handling exclusions

Protection against theft, mysterious disappearance, misplacement, viruses or reckless, abusive, willful or intentional misconduct associated with handling and/or use of the **Insured Device**, cosmetic damage and/or other damage that does not affect the unit's functionality, damage caused during shipment between **You** and **Our** service providers, immersion or submersion in water or liquid of **Your Insured Device**, or any other exclusions listed in this section "**C: Exclusions**".

5. Your **Insured Device** does not include:

Property Not Covered

- a. Contraband or property in the course of illegal transportation or trade;
- b. Data, meaning information input to, stored on, or processed by the **Insured Device**, including documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, screen savers and maps;
- c. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft;
- d. Property (including property in-transit) that has been entrusted to others, other than the **Authorized Service Centre**, for any service, repair or replacement;
- e. An **Insured Device** whose unique identification number (including serial number, ESN, MEID, IMEI or similar unique identification number) has been altered, defaced or removed;
- f. Speakers (except surround-sound home theater) and remote controls;
- g. Application programs; operating software; other software; loss of data or restoration of programs;
- h. toner and ink cartridges and cables;
- i. the costs of separately purchased cables, connectors, or other accessories, improper installation of components or peripherals, losses on any component that has never been covered by an original manufacturer's warranty, or any other damage to recording media including CDs or DVDs, batteries, or lightbulbs; or
- j. any storage media damaged by malfunctioning parts; repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation.

6. This Insurer is not obligated to or responsible for:

Repair or Replacement

- a. restoring software and/or operating systems to the **Insured Device**. In order for the **Policy** to be valid **you** must perform or have a qualified party perform any and all preventive maintenance recommended by the manufacturer to keep the **Insured Device** in normal operating condition;
- b. repairing or replacing damage related to a screen burn, image burn-in, ghost image or other related permanent discoloration of areas on the display or any other type of display damage.

7. This **Policy** does not cover:

Expansion of Channel or Frequency Range

- a. any expansion of the channel or frequency range capabilities of **Your Insured Device**, nor does it provide for cable television adjustments, hookups, or audio-video system installation;
- b. circuit adjustments required to receive any particular station; service or adjustments due to changes in external power supply; power connectors and connections; reception or normal signal.

8. In no event shall **We** be liable for:

Consequential Damages

- a. Consequential damages including but not limited to any delay in rendering service under the **Policy**, availability of repair or replacement parts, or loss of use during the period that the **Insured Device** is at a repair centre or otherwise awaiting parts.

Corruption of any Program

- b. Corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this **Policy**.

D. Limits of Insurance

1. Aggregate Limit

The Aggregate Limit of Insurance is the most **we** will pay for all loss under this **Policy** as shown in the Declarations.

When the Aggregate Limit is exhausted, **your** coverage will cease immediately, and **we** will notify **you** that **your** coverage has ceased and no future premiums are due.

2. Occurrence Limit

Subject to the Aggregate Limit of Insurance, the most **we** will pay for loss or damage in any one occurrence is the applicable Occurrence Limit of Insurance shown in the Declarations.

E. Sanctions

Notwithstanding any other terms under this **Policy**, the **Insurer** shall not be deemed to provide coverage or make any payments or provide any service or benefit to any **Insured** or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

F. Reporting and Filing a Claim

1. How to File a Claim

When **Your Insured Device** experiences a **Covered Cause of Loss**, contact the **Administrator** toll-free at 877-680-0272, or go online to protect.likewize.com/newegg.

We may, in **Our** sole discretion, request any or all of the following:

- a. A detailed proof of loss statement in the form **We** provide;
- b. Proof of ownership of the **Insured Device**;
- c. Proof of **Your** identity;
- d. Proof of equipment usage, and
- e. Any other records and documents that **we** may reasonably require to process the claim.

Any documentation **we** request must be provided within sixty (60) days of filing **Your** claim.

If **You** claim is approved, **We** may, in **our** discretion, provide you with a cheque in an amount equal to the cost required to repair or replace the **Insured Device** with a product of like kind and quality, as determined by **Us**, acting reasonably.

Notice of Loss: Failure of the **Insured Device** must be reported within 60 days of the original failure date.

2. Back-Up of Software

You are responsible for backing up all software and data prior to commencement of any repairs or replacement. **We** are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, music or other nonstandard software or data on your **Insured Device**.

G. Our Duties in Event of a Claim

1. Repair or Replacement

Once a claim is approved, **we** will arrange for the repair or replacement of the damaged **Insured Device**. **We** will not reimburse you for any out-of-pocket expenses. **We** may, in our sole discretion, pay to you the current replacement market value of the **Insured Device** instead of repairing or replacing the **Insured Device**.

2. Refurbished Parts

At **our** option, **we** or the **Authorized Service Centre** may repair the **Insured Device** with substitute parts or provide substitute equipment that:

- a. Is of like kind, quality and functionality;
- b. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and may be a different brand, model or colour.

H. Additional Conditions

1. Claim Authorization and Loss Payment

We have the right to settle the loss with **you** or the person **you** designate.

2. Eligibility

To be eligible for coverage you must enroll at the time of purchase of your **Insured Device**. This enrollment window may be extended during enrollment campaigns as agreed upon from time to time by **Us**, the **Administrator** and the **Consumer Electronics Retailer**.

3. Cancellation

This **Policy** provides a thirty (30) day free look period from the purchase date of the **Policy** as long as no claims have been incurred. You may cancel this **Policy** for any reason at any time by emailing cancellation@Likewize.com. Please include your name and contract ID number found in your confirmation email to process the cancellation. If your cancellation request is within the thirty (30) day free look period, please contact Newegg Canada Inc. at 800-390-1119, and you will receive a 100% refund of the full purchase price of the **Policy**. If your cancellation request is made more than thirty (30) days from the date of purchase, contact us at 877-680-0272, and you will receive a pro-rata refund of the **Policy** purchase price, less the cost of repairs made (if any), and less an administrative fee not exceeding the cost of the contract or \$50.00, whichever is less. We may not cancel this **Policy** except for fraud, material misrepresentation, or non-payment by you, or if required to do so by a regulatory authority, in which case a written notice will be provided at least thirty (30) days prior to cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium.

- a. **We** may cancel your coverage under this **Policy** by mailing or delivering to **you** written notice of cancellation, or by delivering notice electronically to **you** at least: (i) fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium; or (ii) sixty (60) days before the effective date of cancellation if we cancel for any other reason.
- b. **Our** notice will be mailed or delivered to **you** at the last mailing address known to **us** or sent electronically to **you**. **Your** coverage under this **Policy** will end on the effective date of cancellation set out in **our** notice of cancellation.
- c. If your **Policy** is cancelled, **you** will be refunded any unearned premium due in accordance with applicable law.

4. **Assignment**

You may not assign or transfer any of your rights or duties under this **Policy** without **our** prior written consent.

5. **Concealment, Misrepresentation and Fraud**

This **Policy** is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

- a. This **Policy**;
- b. The **Insured Device**;
- c. **Your** interest in the **Insured Device**; or
- d. A claim under this **Policy**.

If, when inspected by the **Authorized Service Centre**, the make/model or condition of the **Insured Device** does not match that provided in the claim or attested to in the proof of loss statement, or is not damaged, we and/or our **Administrator** reserve the right to deny service and return the **Insured Device** to you.

6. **Applicable law**

This **Policy** is governed by the laws of the Province in which the **Insured Device** was purchased and the federal laws of Canada applicable therein.

7. **Actions against Insurer – applicable in Manitoba only**

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*.

8. **Statutory Conditions**

[See attached Word document.]