

## Contract of Additional Warranty

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. Except in British Columbia, this Plan is not a contract of insurance. By purchasing this Plan, you are consenting to Asurion Consumer Solutions of Canada Corp and Continental Casualty Company's collection, use and disclosure of personal information as described below, including their ability to share your personal information with Costco Wholesale Canada, LTD., the seller of this Plan.

**Obligor:** The companies obligated under this Plan are as follows:

- **Warranty Provinces:** In all provinces except British Columbia, the obligor is **Asurion Consumer Solutions of Canada Corp.**, whose address is 600-1741 Lower Water Street, P.O. Box 997, Halifax, N.S., B3J 2X2, Canada, telephone 1-866-856-3882.
- **Insurance Province:** In British Columbia the obligor is **Continental Casualty Company ("CNA Canada")**, whose address is 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone 1-800-831-4262.

**For the purposes of the Insurance Companies Act (Canada) this policy was issued in the course of the insurer's insurance business in Canada.**



Authorized Representative

**This policy contains a clause which may limit the amount payable.**

**For purchasers in the Insurance Province, please register your product by logging on to [www.asurion.com/excellenceplus](http://www.asurion.com/excellenceplus), or calling toll-free 1-888-531-8881.**

**Definitions:** Throughout this Plan the words (1) "**we,**" "**us,**" or "**our**" refer to the obligor, as referenced above; (2) "**administrator**" refers to Asurion Consumer Solutions of Canada, Corp. ("Asurion"). The administrator can be contacted at: 600-1741 Lower Water Street, P.O. Box 997, Halifax, N.S., B3J 2X2, Canada; (3) "**Costco Canada**" refers to Costco Wholesale Canada, LTD.; (4) "**product**" refers to the item which you purchased concurrently with and is covered by this Plan; (5) "**you,**" "**your**" and "**member**" refers to the individual who purchased the product and this Plan; (6) "**breakdown**" refers to the mechanical or electrical failure of the product caused by: a) defects in materials and/or workmanship; b) normal wear and tear; c) dust, heat, humidity; or d) power surges; (7) "**Costco Canada Concierge Program**" refers to the program which is provided by Costco Canada to active members during the term of the Plan; and (8) "**replacement product**" refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.

**Instructions:** You must keep the receipt or order confirmation email for the product; it is an integral part of this Plan and you may be required to reference it to obtain repairs under this Plan. This Plan, including the terms, conditions, limitations, and exclusions set out herein, together with the receipt or order confirmation email, which contains the price you paid for this Plan and product identification information constitute the entire agreement

### **What is Covered:**

This Plan provides for the repair or replacement of your product in the event the product experiences a breakdown. If we determine that we cannot repair your product as specified in this Plan, we may replace the product with a replacement product or, at our discretion, we will issue you a voucher, electronic payment, gift card or cheque for the purchase price paid for the product, including taxes, as indicated on your sales receipt or order confirmation email to return to the retailer to purchase a replacement product. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable. Once you have received your voucher, gift card, cheque or replacement product for your product pursuant to this Plan, all of our obligations under this Plan shall have been fulfilled in their entirety.

**Term of Coverage:** The term of this Plan coverage begins immediately following the expiration of the manufacturer's conventional warranty and the Costco Canada Concierge Program and remains in effect for the period indicated on your sales receipt or order confirmation email, unless cancelled or fulfilled pursuant to the provisions herein. In the event your Product is being repaired by an authorized service centre when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

**To Make a Claim / How it works:** If your product fails, call ExcellencePlus Member service at 1-888-531-8881 or go to [www.asurion.com/excellenceplus](http://www.asurion.com/excellenceplus), to process your claim 24 hours a day, 7 days a week. **You must call prior to having your product serviced; all repairs or replacements must be authorized in advance.** Unauthorized repairs or replacements may not be covered. In-home, depot or carry-in service may be available; our customer service representative will inform you what type of service your product qualifies for after you initiate the claim. We will pay for the cost of shipping your product to and from the authorized service centre if depot service is required. At our sole discretion, we may require that you return the product to us and have the product inspected by our authorized service centre or we may require you to purchase a replacement product with similar features as a condition to receiving a replacement product or a reimbursement as further outlined below. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce photo identification issued to you by a Provincial or Federal issued government office as a condition to receiving service or replacement or reimbursement under this Plan. All claims must be reported within thirty (30) days after expiration of this Plan. In addition to English and French, customer assistance is available in a number of languages for your convenience.

**International Service (Repair Plans only):** If your product requires service and is located outside of Canada, please call 1-703-956-7795. If the product is still covered by the manufacturer's conventional warranty or the Costco Canada Concierge Program, you will need to contact the manufacturer or Costco Canada for service. If the product is out of the manufacturer's conventional warranty period or the Costco Canada Concierge Program, we will ask you to locate a service centre in your area to get an estimate for the repair, get authorization from us for the repair, have the repair completed, remit payment to the service centre, and send us the invoice or receipt for the repair. We will reimburse you for the authorized amount of the claim by issuing a cheque in Canadian Dollars which will be mailed to an address in Canada or within the Canadian Postal System.

**No Lemon Policy:** After three (3) service repairs for the same defect have been completed on an individual eligible product under this Plan, and that individual product requires a fourth (4<sup>th</sup>) repair, as determined by us, we will (a) provide you with a replacement product or (b) provide you a gift card or cheque for the purchase price paid by you for the product, including taxes, as indicated on your receipt or order confirmation email. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer's conventional warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy.

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the price that you paid for the product, including taxes, as indicated on your receipt or order confirmation email. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, including taxes; or (c) the total cost of all authorized repairs up to the purchase price you paid, including taxes, of the product. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability we shall have fulfilled our obligations owed under this Plan and this Plan shall terminate.

**Free Transferability:** The Plan may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call 1-888-531-8881. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

**Manufacturer's & Costco Canada's Responsibilities:** Parts and services covered during the manufacturer's conventional warranty and Costco Canada Concierge Program periods are the sole responsibility of the manufacturer and Costco Canada.

**WHAT IS NOT COVERED:**

- (1) Accidental or intentional physical damage, spilled liquids, insect infestation, misuse, or abuse;
- (2) Products with altered or missing serial numbers;
- (3) Service performed by unauthorized repair personnel;
- (4) Replacement costs for lost or consumable parts (antennas, batteries, bulbs and/or lamps);
- (5) Cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs;
- (6) Acts of God;
- (7) Products used for commercial purposes (multi-user organizations) public rental or communal use in multi-family housing;
- (8) Consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
- (9) Any fees related to third party contracts;
- (10) "No Problem Found" diagnosis or failure to follow the manufacturer's instructions;
- (11) Any failures, parts and/or labour costs incurred as a result of a manufacturer's recall;
- (12) Repair or replacement caused by defects that existed prior to the purchase of this plan;
- (13) Service outside of Canada;
- (14) Cleanings and alignments;
- (15) Loss and theft;
- (16) Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;
- (17) Cost of preventative maintenance or damages caused by improper preventative maintenance;
- (18) Products with safety feature(s) removed, bypassed, disabled or altered;
- (19) Loss or damage to stored data, repairs related to installed software, computer viruses;
- (20) Damage which is not reported within thirty (30) days after expiration of this Plan; and
- (21) War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout or civil commotion.

**No Deductibles:** No deductibles apply to this Plan.

**No Renewal:** This Plan is not renewable.

**Cancellation:** You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during the period of their store return policy, or at any time by emailing [DepartmentC@asurion.com](mailto:DepartmentC@asurion.com) or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167, USA. If the Plan is cancelled by you or by us: (a) within ninety (90) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) after ninety (90) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. This Plan may be cancelled by us or the administrator for fraud or material misrepresentation by you, including but not limited to commercial use, or if required to do so by a regulatory authority. Unauthorized repair or replacement of covered equipment may also result in the cancellation of this Plan by us. In the event of cancellation by us (for a reason other than fraud or material misrepresentation), written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective.

**Personal Information:** Personal information, which includes factual or subjective information (recorded or not) about an identifiable individual collected in connection with the Plan (referred to hereinafter as "Personal Information"), may be collected, used and disclosed by Costco Canada, Asurion and CNA Canada for the purposes of administering the Plan (including investigating, assessing and processing claims, creating and maintaining records, insurance or reinsurance of Plan liabilities, and providing customer service) and for such other purposes as are described in the privacy policies of Costco Canada, Asurion and CNA Canada. Costco Canada, Asurion and CNA Canada may exchange Personal Information as necessary for the purposes described above. Personal Information may also be used and disclosed for other purposes with your consent or as permitted or required by law. For more information (including with respect to the use by service providers located outside of Canada in connection with the Plan), or to request access to and correction of your personal information, please contact Asurion at 1-888-531-8881 or at P.O. Box 1818, Sterling VA 20167, USA. Requests for access must be in writing. You may also obtain a copy of Asurion's privacy policy by visiting <https://www.asurion.com/privacy-policy>. Or you may obtain a copy of Continental Casualty Company's privacy policy by visiting <https://www.cnacanada.ca>.

**Data Residency:** Your information may be processed and stored in the United States and may be subject to access by U.S. authorities under applicable laws.

The Parties have requested that this contract of additional warranty and all related documents be drawn up in English only. *Les Parties ont demandé que le présent contrat de garantie supplémentaire et tous les documents y afférents soient rédigés en anglais seulement.*

**OTHER CONDITIONS (FOR BRITISH COLUMBIA CUSTOMERS ONLY)**

1. 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.

**To obtain a large-type copy of the terms and conditions of this contract of additional warranty, please call 1-888-531-8881.**

Administered by:  
Asurion Consumer Solutions of Canada Corp.  
600-1741 Lower Water Street, P.O. Box 997, Halifax, N.S., B3J 2X2, Canada  
1-888-531-8881

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