

## 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, Manitoba, and Saskatchewan 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, Canadian Branch'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, Manitoba and Saskatchewan the obligor is **Asurion Consumer Solutions of Canada, Corp.**, whose address is 900-1959 Upper Water Street, Halifax, Nova Scotia B3J 3N2 Canada, telephone 866-856-3882.
- **Insurance Provinces:** In British Columbia, Manitoba and Saskatchewan the obligor is **Continental Casualty Company, Canadian Branch ("CNA Canada")**, whose address is 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone 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 Provinces Columbia, 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: 900-1959 Upper Water Street, Halifax, Nova Scotia B3J 3N2 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; d) power surges; or e) for Laptops and Tablets only, unintentional and accidental damage from handling as a result of normal use of the product ("**ADH**"); (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, gift card or cheque for the original purchase price 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. **NOTE:** You are responsible for backing up all software and data prior to commencement of any repairs. 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 product.

**This Plan includes the following enhanced coverage's beginning on the date of purchase:**

- Power surge protection.
- ADH for Laptops and Tablets only.

**Term of Coverage:** The term of your Plan begins on your date of purchase and continues for the period indicated on your sales receipt. Except for power surge protection for Desktops, Laptops and Tablets and ADH for Laptops and Tablets which begin on your date of purchase, all other coverage becomes effective immediately following the expiration of the manufacturer's conventional warranty and the Costco Canada Concierge program and remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. This Plan is inclusive of the manufacturer's conventional warranty and the Costco Canada Concierge program; it does not replace the manufacturer's conventional warranty or the Costco Canada Concierge program, but provides certain additional benefits during the term of the manufacturer's conventional warranty and the Costco Canada Concierge program. After the manufacturer's conventional warranty and the Costco Canada Concierge program expire, the Plan continues to provide some of the manufacturer's benefits and the Costco Canada Concierge program's benefits as well as certain additional benefits listed within the Plan's terms and conditions. In the event that we provide you with a replacement product, voucher, gift card or a cheque for the purchase price of your product, excluding sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan. In the event your product is being serviced 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 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 1-888-531-8881. If the product is still covered by the manufacturer's conventional warranty or the Costco Canada Concierge Program and has not failed due to ADH or a power surge, you will need to contact the manufacturer or the Costco Canada Concierge Program

for service. If the product is out of the manufacturer's conventional warranty period and the Costco Canada Concierge program or has experienced a breakdown due to ADH or due to a power surge, we will ask you to first: locate a service centre in your area to get an estimate for the repair, second: get authorization from us for the repair, third: have the repair completed, fourth: remit payment to the service centre, and fifth: 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 that you provide to us.

**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. **NOTE:** The "No Lemon Policy" does not apply to Replacement Plans or breakdowns caused by ADH.

**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) **Loss and theft;**
- (2) **Accidental (except for ADH on Laptops and Tablets) or intentional physical damage, spilled liquids, insect infestation, misuse, or abuse;**
- (3) **Products with altered or missing serial numbers;**
- (4) **Service performed by unauthorized repair personnel;**
- (5) **Replacement costs for lost or consumable parts (such as antennas, styluses, audio/video disks, tapes, computer software or disks, print elements, external power supplies, knobs, remotes, batteries, bulbs and/or lamps);**
- (6) **Cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs;**
- (7) **Acts of God;**
- (8) **Products used for commercial purposes (multi-user organizations) public rental or communal use in multi-family housing;**
- (9) **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;**
- (10) **Any fees related to third party contracts;**
- (11) **"No Problem Found" diagnosis or failure to follow the manufacturer's instructions;**
- (12) **Any failures, parts and/or labour costs incurred as a result of a manufacturer's recall;**
- (13) **Repair or replacement caused by defects that existed prior to the purchase of this Plan;**
- (14) **Service outside of Canada, unless prior approval is obtained;**
- (15) **Cleanings and alignments unless otherwise noted;**
- (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, cracked or physically damaged screens or computer hardware which is added after the original purchase;**
- (20) **Any damage to recording media including any software programs, data, or configuration/setup information resident on any mass storage devices such as hard drives, cd-rom drives, dvd drives, floppy diskettes, tape drives or tape backup systems, as a result of the malfunctioning or damage of an operating or non-operating part, or as a result of any repairs under this Plan;**
- (21) **Damage which is not reported within thirty (30) days after expiration of this Plan; and**
- (22) **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:**

The following provision with respect to cancellation is subject to:

- a. In the case of Manitoba and Saskatchewan, the provisions of Statutory Condition 5 set out in Appendix A hereto.

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 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.*

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

## **APPENDIX "A"**

### **STATUTORY CONDITIONS (FOR MANITOBA AND SASKATCHEWAN CUSTOMERS ONLY)**

The following statutory conditions are deemed to be part of this policy. If any of the statutory conditions conflict with other terms and conditions of this Policy, these statutory conditions shall prevail and the terms and conditions of the Policy are hereby amended to conform to the statutory conditions below but only when the terms of the applicable provincial statutory conditions are more favourable to the named insured. If any of the terms and conditions in the Policy are found to be invalid, unenforceable, or not amendable to conform to the applicable provincial statutory conditions, such invalid, unenforceable or non-conforming conditions will be null and void but the remaining conditions shall remain in full force and effect.

#### **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;
  - (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 wilful 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 wilfully 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.

**APPENDIX "B"****OTHER CONDITIONS (FOR BRITISH COLUMBIA, MANITOBA AND SASKATCHEWAN 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.

Administered by:

Asurion Consumer Solutions of Canada Corp.

900-1959 Upper Water Street, Halifax, Nova Scotia B3J 3N2, Canada

1-888-531-8881

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