

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. 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 its ability to share your personal information with Walmart, the seller of this Plan.

OBLIGOR: The companies obligated under this Plan are as follows: In all provinces except British Columbia, the obligor is **Asurion Consumer Solutions of Canada Corp.**, whose address is 900-1959 Upper Water Street, Halifax, Nova Scotia B3J 3N2, Canada, telephone 1-866-856-3882. In British Columbia, the obligor is **Continental Casualty Company, Canadian Branch**, whose address is 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone 1-800-831-4262.

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) “Walmart” refers to Wal-mart Canada Corp.; (4) “product” refers to the item which you purchased concurrently with and is covered by this Plan; (5) “you” and “your” 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 defects in workmanship and/or materials, that are a result of normal usage including dust, heat, humidity and power surges. For Video Game Software/CD/DVD Plans, “breakdown” refers to scratches as a result of normal use.

Instructions: You must keep the receipt for this 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, the receipt containing the length of this Plan, the price you paid for this Plan, commencement date and product identification constitute the entire agreement.

What is Covered:

For All Service and Replacement Plans (Except Video Game Software/CD/DVD Plans): 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 of like kind and quality that performs to the factory specifications of the original product or, at our discretion, we will issue you a voucher, gift card or cheque for the purchase price paid for the product, including taxes, as indicated on your sales receipt 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 or more costly. You are responsible for backing up all software prior to commencement of any product repairs. Once you have received your voucher, gift card or cheque for your product pursuant to this Plan, all of our obligations under this Plan shall have been fulfilled in their entirety.

For Video Game Software/CD/DVD Plans: This Plan provides for the repair of your covered product that experiences a breakdown. If we determine that we cannot repair your product as specified in this Plan, at our option we will issue you a voucher, gift card or cheque for the purchase price paid for the product, including taxes, as indicated on your sales receipt to return to the retailer to purchase a replacement product. Once you have received your voucher, gift card or cheque for your product pursuant to this Plan, all of our obligations under this Plan shall have been fulfilled in their entirety.

This Plan includes the following enhanced coverages:

For Laptop/Tablet Plans:

- Repairs necessary for the product to meet the manufacturer’s written specifications.
- Surge protection from date of purchase.
- A mechanical or electrical breakdown caused by unintentional and accidental damage from handling of the product (“ADH”).

For Grill Plans:

- Facilitate the parts procurement process, including the shipping of parts to and from the service centre, from date of purchase.

For Video Game Software/CD/DVD Plans:

- Shipping costs to our facility for repair or replace.

For All Pre-Paid Phone Plans:

- A mechanical or electrical breakdown caused by unintentional and accidental damage from handling of the product (“ADH”).

For All Other Service Plans:

- Repairs necessary for the product to meet the manufacturer’s written specifications.
- Two (2) annual clean and adjustments for DVD Players and VCRs after expiration of the manufacturer’s warranty.
- Repair or replacement of remote controls.
- Surge protection from date of purchase.

Term of Coverage:

For Laptop/Tablet Plans: 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 and ADH which begin on your date of purchase, all other coverage becomes effective immediately following the expiration of the manufacturer’s warranty and remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. The Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. After the manufacturer’s warranty expires, the Plan continues to provide some of the manufacturer’s benefits as well as certain additional benefits listed within the Plan’s terms and conditions. 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.

For Video Game Software/CD/DVD Plans: The term and coverage of this Plan begin on your date of purchase and continue for a period of one (1) year.

For Pre-Paid Phones: The term of your Plan begins on your date of purchase and continues for the period indicated on your sales receipt. Except for ADH, which begin on your date of purchase, all other coverage becomes effective immediately following the expiration of the manufacturer’s warranty and remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. 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.

For All Other Service and Replacement Plans: The term of this Plan coverage begins immediately following the expiration of the manufacturer’s warranty and remains in effect for the period indicated on your sales receipt, 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 Product Protection Plan customer service at **1-855-308-7295** or go to www.asurion.com/walmartcanada, to process your claim 24 hours a day, 7 days a week. **You must call prior to having service; all repairs must be authorized in advance.** Unauthorized repairs may not be covered. In-home, depot or carry-in service may be available; the customer service representative will inform you what type of service your product qualifies for during the filing of the claim. We will pay for the cost of shipping your product to the authorized service centre if depot service is required. Non-original manufacturer’s parts may be used for repair of the product if the manufacturer’s parts are unavailable or more costly. At our sole discretion, we may require that you return the covered product to us as a condition to receiving a replacement product. Foreign language assistance is available for your convenience.

No Lemon Policy: After three (3) repairs have been completed on an individual product, for the same defect, and that individual product requires a fourth (4) repair, as determined by us, we will issue you a voucher, gift card or cheque for the purchase price paid for the product, including taxes, as indicated on your sales receipt. The No Lemon Policy does not apply to repairs performed while the product is under the manufacturer’s 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 Video Game Software/CD/DVD Plans or Replacement Plans. Once you have received your voucher, gift card or cheque for your product pursuant to this Plan, all of our obligations under this Plan shall have been fulfilled in their entirety.

Limit of liability: For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) reimbursement for authorized repairs or (3) the price that you paid for the product. The total liability under this Plan is the purchase price you paid for the product; in the event that the total of all authorized repairs exceeds the purchase price paid for the product, we shall have fulfilled all of our obligations under this Plan.

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 1-855-308-7295. Information provided by you must include the Plan number, date of transfer, new owner’s name, complete address and telephone number. **NOTE:** The video game software/CD/DVD Plan is not transferable.

Manufacturer’s Responsibilities: Parts and services covered during the manufacturer’s warranty period are the sole responsibility of the manufacturer.

Replacement Products: We may replace your product with a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

WHAT IS NOT COVERED: (1) REPAIRS NEEDED THAT ARE CAUSED BY ACCIDENTAL DAMAGE (INCLUDING SPILLED LIQUIDS), EXCEPT WHEN “ADH” COVERAGE IS INDICATED IN “TERM OF COVERAGE”; (2) DAMAGE CAUSED BY INTENTIONAL PHYSICAL DAMAGE, 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 (TRIMMER LINE, ANTENNAS, CARTRIDGES, PRINT ELEMENTS, EXTERNAL POWER SUPPLIES, SPARK PLUGS, FILTERS, PLUMBING, FILTERS, KNOBS, BATTERIES, BAGS, BELTS, 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, DOWNTIME 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; (15) CLEANINGS AND ALIGNMENTS UNLESS OTHERWISE NOTED; (16) THEFT; (17) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (18) COST OF PREVENTATIVE MAINTENANCE (EXCEPT FOR TWO ANNUAL CLEANINGS FOR VCR’S AND DVD’S), OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (19) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS; RESULTING FROM USING CONTAMINATED OR IMPROPER LUBRICANTS; RESULTING FROM USING STALE, CONTAMINATED, OR IMPROPER FUEL; OR RESULTING FROM FREEZING OR OVERHEATING; (20) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED; (21) 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; (22) 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; (23) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY; (24) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; AND (25) 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 may cancel this Plan during the first ninety (90) days by visiting your local Walmart location. You may also cancel this Plan at any time by providing written notice to Asurion at Protection Plan Attn: Correspondence Department, P.O. Box 1818, Sterling, VA 20167, USA. If the Plan is cancelled by either party: (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 shall be cancelled by us or Asurion for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than ninety (90) 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”), will be collected, used and disclosed by Walmart and Asurion for the purposes of administering the Plan, including investigating, assessing and processing claims, creating and maintaining records, and providing customer service. Walmart and Asurion may exchange Personal Information as necessary for the purposes described above. Unless you opt-out by calling 1-855-308-7295 or visiting www.asurion.com/walmartcanada, Walmart may also use your Personal Information to provide you with information and special offers regarding its products and services. 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 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 1-855-308-7295 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>

In Quebec, the following applies:

You have the right to ask for access to the information, and ask that any inaccurate information be corrected. To do so, you may send a written request with details to P.O. Box 1818, Sterling, VA 20167, USA.

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.

Province or Territory Variations:

The following province or territory variations shall control if inconsistent with any other provisions:

In British Columbia, the following cancellation rights apply:

Notice of Right of Cancellation (Contract for Future Services) (Section 19(m) of the *Business Practices and Consumer Protection Act*)

This is a Plan to which the *Business Practices and Consumer Protection Act* applies.

You may cancel this Plan from the day you enter the Plan until 10 days after you receive a copy of this Plan. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the Plan, you may cancel this Plan within one year of the Plan date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation.

If you cancel this Plan, the retailer has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this Plan. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery.

If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn’t matter if the retailer receives the notice within the required period as long as you sent it within the required period.

Disclosure Notice under the British Columbia Financial Institutions Act. The British Columbia Financial Institutions Act requires that the information contained in the Disclosure Notice be provided to a customer in writing prior to the customer entering a financial transaction. This transaction is between you and Continental Casualty Company. In arranging the transaction described above, Walmart, by whom this sales associate is employed, is representing Continental Casualty Company. The nature and extent of the interest of Walmart in Continental Casualty Company is none. The nature and extent of the interest of Continental Casualty Company in Walmart is none. Upon completion of this transaction, Walmart will be remunerated by way of a fee paid out of the purchase price of the Plan. The Financial Institutions Act prohibits Continental Casualty Company, Walmart and/or the sales associate from requiring you to transact additional or other business with the financial institution or any other person or corporation as a condition of this transaction.

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



For purchasers in British Columbia, please register your product by logging on to www.asurion.com/walmartcanada or calling toll-free 1-855-308-7295.

In Ontario, Manitoba, Alberta, Saskatchewan and Newfoundland, the following cancellation rights apply:

BUYER’S RIGHT TO CANCEL

You may cancel this Plan from the day you enter the Plan until ten (10) days after you receive a copy of this Plan. You do not need a reason to cancel.

If you do not receive the goods or services within thirty (30) days of the date stated in the Plan, you may cancel this Plan within one (1) year of the Plan date. You lose that right if you accept delivery after thirty (30) days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.

If you cancel this Plan, the retailer has fifteen (15) days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address of the administrator (above in this Plan). You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

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 1-855-308-7295.

Administered by:
Asurion
P.O. Box 1340 • Sterling, Virginia 20167, USA • 1-855-308-7295
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