

Certificate of Participation

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 understand the key benefits of the terms and conditions. This Plan is not a contract of insurance. By purchasing this Plan you are consenting to Asurion Consumer Solutions of Canada Corp.’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 company obligated under this Plan is as follows: **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. This Plan is only available in Alberta, Manitoba, Ontario, Prince Edward Island, Northwest Territories and Nunavut.

Definitions: Throughout this Plan the words (1) “**account**” refers to your Walmart MasterCard card account; (2) “**account agreement**” refers to the Walmart MasterCard Agreement that governs the terms of issue and use of your card, as such account agreement may be amended, modified, supplemented or replaced from time to time; (3) “**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; (4) “**authorized user**” refers to the person to whom a card has been issued under the account at the request and authorization of the primary cardholder; (5) “**card**” refers to the credit card issued to you by Walmart in connection with an account in which the Plan is in effect; (6) “**claim**” refers to the verbal or written request by you for a payment with respect to a loss which is covered by this Plan; (7) “**good standing**” refers to your account being in good standing for the Plan coverage as long as the payments are not past due ninety-one (91) days and the account is not charged-off, suspended, or in credit revoked or cancelled status; (8) “**manufacturer’s warranty**” refers to the express written warranty issued by or on behalf of the manufacturer of a product, which is provided by the manufacturer with the product. The manufacturer’s warranty must be valid in Canada or the United States of America; (9) “**price**” refers to the actual purchase price charged to the card, including any applicable sales tax; (10) “**primary cardholder**” refers to the person with whom Walmart has entered into an account agreement; (11) “**product**” or “**products**” refers to the item(s) for personal use (in Alberta, the product must be a household appliance, excluding air conditioners, furnaces, swimming pool heating units and hot water tanks), that you purchased with the card registered to the account for which this Plan is in effect; for a product to receive coverage under the Plan, the full purchase price must be paid using the card; (12) “**statement date**” refers to the date indicated on your account statement; (13) “**Walmart**” refers to Walmart Canada Bank; (14) “**we**”, “**us**”, or “**our**” refer to the obligor, as referenced above; and (15) “**you**”, “**your**” or “**cardholder**” refers to the primary cardholder or authorized user.

Plan Fee: A monthly warranty fee of \$3.99 (plus applicable taxes) will be charged to your card in any month with a statement balance of \$25.00 or more. If your monthly statement balance is less than \$25.00, a monthly warranty fee will not be charged to your card. Coverage under this Plan continues in any month with a monthly statement balance less than \$25.00 even though no fee is payable with respect to that month. Coverage continues so long as the Plan has not been cancelled, and regardless of whether the account is carrying a balance, provided that the account is in good standing.

What is Covered: This Plan provides for the same coverage as provided by the manufacturer’s warranty for the product which was purchased using your card. We will extend the manufacturer’s warranty for a period equal to the length of the manufacturer’s warranty, up to two (2) additional years, whichever is lesser, to a maximum warranty period of seven (7) years on most products purchased with the card, as long as there is a manufacturer’s warranty on the product. The coverage commences immediately following the expiration of the manufacturer’s warranty. NOTE: Products with an underlying manufacturer’s warranty with a term in excess of five (5) years are not eligible for this Plan.

For Example:

Manufacturer’s Warranty Period	Extended Warranty Period	Total Warranty Period
One Year	One Year	Two Years
Three Years	Two Years	Five Years
Five Years	Two Years	Seven Years

To Make a Claim / How it Works: If your product fails, you may either, call customer service at **1-844-879-1481** 8:00a.m. to 6:00p.m. Eastern; email the administrator at WalmartEWPlan@Asurion.com; or you may write to Asurion at: Asurion ATTN: Walmart MasterCard EWP, 300 Leo-Pariseau, Suite 1700, Montreal, Quebec H2X 4B3, Canada to process your claim.

You will be asked to provide the following information when filing a claim:

- name, address and telephone number;
- the last four digits of the account number used to purchase the product;
- original sales receipt and/or account statement reflecting purchase;
- description of the product and nature of failure;
- date, place, and cause of the failure if known;
- estimate of repair cost from a manufacturer’s authorized service centre;
- serial number of the product;
- original warranty booklet/wording if available; and
- other documentation/proof reasonably required by us.

Upon receipt of the required documentation, we will contact you with our decision regarding the claim and, where applicable, authorization to proceed with repairs at an authorized repair facility.

We may require you, at your expense, to send the product under

claim for a failure to an address designated by us.

PLEASE NOTE: If you have incurred a loss covered under the Plan, you must provide us with notice of your claim prior to proceeding with any repairs or other actions by contacting us within forty-five (45) days from the date you first became aware of the loss.

Coverage Effective and Expiration Dates: Your coverage is effective under this Plan when the administrator receives and approves your request for enrollment from Walmart. Your coverage is effective with respect to an eligible purchased product upon expiration of the manufacturer’s warranty for the product. Your coverage expires on the earliest of the following:

- a. the date your account is closed or no longer in good standing*; or
- b. the date the Plan is cancelled, however, we will remain liable for a claim if the failure occurred prior to the effective termination date of the Plan and the claim is otherwise valid; or
- c. the next Walmart MasterCard card statement date following your notification or request for cancellation; or
- d. the date of your death; or
- e. the date you are no longer a resident of Ontario, Alberta, Manitoba, Prince Edward Island, Northwest Territories, or Nunavut.

***Note:** If your account is not in good standing, your enrollment in the Plan will be cancelled effective as of the date your account ceases to be in good standing. Once you bring your account back into good standing, your enrollment in the Plan will automatically be reinstated effective as of the first day after your next account statement date, and all terms and conditions of the Plan in effect on your reinstatement date will apply.

Limit of Liability: The maximum aggregate lifetime benefit per cardholder is unlimited. On a per claim basis, you are entitled to receive from us the least of the following benefits: (1) the cost of repairs; (2) the actual cash value of the product immediately prior to the loss, as determined by us in our sole discretion; (3) the replacement cost of the product; or (4) the price you paid for the product. In the event that the total of all authorized repairs exceeds the purchase price paid for the product, or we have reimbursed you as described above, we shall have fulfilled all of our obligations under this Plan for that product.

Claims for products belonging to a pair or set will be settled and paid for at the price of the pair or set, provided the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability of the Plan Provider will be limited to payment equal to the proportionate part of the price that the number of failed parts bears to the number of parts in the complete pair or set. We, in our sole discretion, may elect to: (a) repair, rebuild or replace the product (whether wholly or in part), upon notifying you of our intention to do so within ten (10) days following our receipt of all the necessary proof of loss materials as required by us; or (b) pay cash for the product, for an amount not exceeding the full price paid by you using the card and subject to the exclusions, terms and limits of liability as stated in this Plan.

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) wear and tear (including damage to sports equipment during course of use); (2) gradual reduction in operating performance, negligence, misuse and abuse; (3) tires, automobiles, motor boats, aircraft, motorcycles, motor scooters and other motorized vehicles and parts and accessories thereof; (4) perishable items, living things, negotiable instruments, rare or precious objects; (5) services of any kind, including installation, or labour charges; (6) fraud, illegal activities or willful acts or omissions of the cardholder or confiscation of a product by authorities; (7) improper installation or alteration; (8) ancillary costs incurred in respect of a product and not forming part of the price; (9) used or pre-owned items including demos and open box merchandise; (10) any item purchased by and/or used for a business or commercial purpose; (11) incidental or consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs; (12) inherent product defects, such as a design flaw that results in a product recall; (13) damage that is cosmetic or aesthetic in nature and does not affect the normal performance or life expectancy of the product such as warping or rusting; (14) damage caused by your failure to provide the manufacturer’s recommended maintenance; (15) parts designed to be replaced periodically during the lifetime of a product such as, but not limited to, batteries and lamps/bulbs; (16) dealers’ and assemblers’ warranties or guarantees; (17) lifetime warranties; (18) manufacturer’s warranties in excess of five (5) years; (19) products with altered or missing serial numbers; (20) loss and/ or theft of the product; (21) damage which is not reported within forty-five (45) days after expiration of this plan; (22) breakdowns as a result of war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout or civil commotion; (23) “no problem found” diagnosis or failure to follow the manufacturer’s instructions; (24) 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; (25) loss or damage during the manufacturer’s stated warranty period which is not covered due to the (a) manufacturer not providing coverage, or (b) manufacturer’s inability to provide coverage for any reason; (26) contamination and electromagnetic radiation; and (27) breakdowns not covered by the original manufacturer’s warranty .

Transfer: This Plan is not transferrable.

Cancellation: In all provinces and territories, your participation in this Plan is voluntary and you may cancel this Plan at any time

and for any reason by contacting Asurion at 1-844-879-1481 or by writing: Asurion Correspondence Department, P.O. Box 1818, Sterling, VA 20167, USA. If the Plan is cancelled by us, Asurion or you: (a) within the first thirty (30) days of the receipt of this Plan, you shall receive a full refund, credited to your Walmart MasterCard account, of any fees paid for the Plan if applicable; or (b) after thirty (30) days of the receipt of this Plan, no refund shall be due to you. This Plan shall be cancelled by us or the administrator at any time for any reason. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than thirty (30) 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 1-844-879-1481, 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 the use of Personal Information 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 1-844-879-1481 or at P.O. Box 1818, Sterling VA 20167, USA. Requests must be in writing. You may also obtain a copy of Asurion’s privacy policy by visiting <https://www.asurion.com/privacy-policy/>.

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 Alberta, Manitoba and Ontario, 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, Walmart has fifteen (15) days to refund your money (if applicable).

To cancel, you must give notice of cancellation at the address of the administrator listed in the Cancellation provision of 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 1-844-879-1481.

ADMINISTERED BY:
ASURION
P. O. BOX 1340 • STERLING, VA 20167 USA • 1-844-879-1481
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376 (08/16)