

## Terms and Conditions

“You” and “Your” indicates the purchaser of either the Extended Service Repair Plan or the Product Replacement Plan (as applicable, the “Plan”) which is determined at time of purchase forming the Service Plan. “We”, “Us”, and “Our” indicate the Obligor/Provider of this Plan. This Plan is an agreement between the Obligor/Provider of this Plan, Assurant Services Canada Inc. and You, the purchaser. The Obligor under this Plan in the Province of British Columbia is American Bankers Insurance Company of Florida (“American Bankers”). In all other Provinces, Assurant is the Obligor. This Plan is administered by Assurant Services Canada Inc.

### **Extended Service Repair Plan:**

**Product Eligibility:** This Plan covers products purchased from Wal-Mart for which You have paid the Plan purchase price as determined at time of sale in addition to the purchase price of the product. Eligible product(s) must be purchased as new, and be manufactured to permit use in Canada. The Plan only covers products used primarily for personal, family or household purposes. All original receipts are required for any product repairs, replacements, exchanges or credits.

**Term of this Plan:** This Plan is inclusive of the manufacturer’s warranty. It does not replace the manufacturer’s warranty, but does provide certain additional benefits during the term of the manufacturer warranty period. During the manufacturer’s warranty coverage period, You may be advised to contact the manufacturer directly, including for On-Site Service. Coverage commences on the original product purchase date and will expire at the end of the term purchased, except in those events outlined below in the sections entitled “Replacement Option”, “No Lemon Policy”, “General and Specific Exclusions” and “Cancellation”.

**What is Provided:** Service shall be provided for product failures due to normal usage following the expiration of the manufacturer’s warranty, or in certain cases where this Plan provides enhanced benefits during the manufacturer’s warranty. Services performed under this Plan will consist of labour and the replacement of parts necessary to restore your product to normal operating condition. All repairs must be approved by Us before they are performed. If they are not approved, you will be notified by Us. At Our option, replacement parts may be new, refurbished or non-original manufacturer’s parts that perform to the manufacturer’s specifications for the product.

**Replacement Option:** At Our option, We may replace Your product with a new or refurbished product of similar features and functionality, though not necessarily of the same brand, or We may issue a gift card or cash settlement for the current replacement value, not to exceed the original purchase price. Technological advances may result in a replacement product with a lower selling price than the original product. If We replace a product after the date of expiry of the manufacturer’s warranty and during the term of this Plan, then the Plan will immediately be deemed fulfilled and will end on the date of the replacement. The Replacement Option does not apply to annual maintenance checks, cleanings, customer education, repairs or replacements of Accessories including but not limited to remotes, docking stations, or other similar parts, or any repairs performed outside Canada.

**In-Home/On-Site Service:** In the event You purchased In-Home/On-Site Service, as indicated on Your purchase receipt, repairs will normally be performed at Your residence by an authorized repair center. If some of the work must be done at the repair center or if you live beyond a sixty (60) kilometer radius of an authorized repair center, You may be required to ship Your eligible product to the authorized repair center; however, shipping charges will be reimbursed to You by the Plan. If, due to the remote location of your product, we are unable to arrange for On-Site service or commercially reasonable transportation to an authorized service location, we will provide you a full refund of the purchase price of your Plan. In order for the Plan to provide In-Home/On-site service, the manufacturer's warranty must provide a minimum of ninety (90) days on-site service. An adult (of eighteen years of age or greater) must be present at the location where on-site service will be performed.

**Carry-in Service:** In the event You purchased Carry-In Service, as indicated on Your purchase receipt, repairs will be performed at an authorized repair center. You are responsible for the delivery of Your product to the repair center for performance of the repairs and for pickup of the product following completion of the service work. If shipping is required, You are responsible for any shipping charges incurred.

To arrange for service under this Plan, You may call toll free 1-866-803-1749. **Services will only be provided to eligible products located in Canada.**

**Technical Support (For Computer Products Only):** Following the expiration of the Manufacturer's Warranty period, We will provide technical assistance and troubleshooting for the operation of Your product when You call Our toll-free number for service. Hardware technical support shall be limited to the installation, configuration and proper operation of the hardware components. Software technical support shall be limited to the proper operation of the approved operating systems and pre-installed application software programs. Software support shall at no time mean tutorial assistance. This Plan does not include customer-installed software.

**For Computer Products:** You are responsible for backing up all software prior to commencement of any product repair or replacement. This Plan does not include restoration of software to Your product or the loss of any information or data that fails on a product while being repaired. It is the purchaser's responsibility to back-up any and all data. This Plan does not include customized or proprietary software, those applications that were installed after Your original computer product purchase, or those software errors that confirm improperly functioning or defective software. This Plan does not include loss or corruption of data, damage due to computer viruses, and/or the restoration of software and operating systems to Your eligible product.

**Power Surge Protection:** This Plan provides power surge protection from the date of purchase of the product.

**No Lemon Policy:** If Your eligible product fails three (3) times due to the same part(s) failure during the Plan term, We will replace Your eligible product with a new or refurbished product of like kind and quality, but not necessarily the same brand or at Our option may elect to issue a settlement pursuant to "Replacement Option" above. Such replacement or settlement shall constitute fulfillment of this Plan and will cancel and discharge all further obligations under this Plan, where allowed by law. You must

provide copies of three (3) separate authorized service repair receipts in order to qualify for protection under this benefit. The “No Lemon Policy” does not apply to services that (a) are resolved by minor soldering or repair of loose wires; (b) do not result in a physical repair such as annual maintenance checks, cleanings, customer education; (c) consist of the replacement or repair of Accessories; (d) consist of reloading or servicing software; or (e) are performed outside Canada.

**Annual Maintenance:** This Plan includes cleanings and/or alignments on home cassette decks, VCRs and camcorders once a year. All such annual maintenance checks will be performed on a carry-in basis.

**Transferable:** This Plan is transferable with the product. The Plan holder must have original receipt to receive service.

### **Product Replacement Plan:**

**Product Eligibility:** This Plan covers products purchased from Wal-Mart for which You have paid the Plan purchase price as determined at time of sale. Eligible product(s) must be purchased as new, and be manufactured for use in Canada and include a manufacturer’s original written warranty of at least ninety (90) days, but no more than one (1) year. The Plan only covers products used primarily for personal, family, or household purposes. All original receipts are required for any product replacements.

**Term of this Plan:** Coverage commences on the original product purchase date and will expire at the end of the term purchased, except in the events outlined in the “What is Included” and “Cancellation” sections.

**What is Included:** In the event that Your eligible product fails during normal usage, at Our option, We will provide You with either a cash settlement or a gift card containing the amount equal to the original purchase price (including taxes) of Your eligible product. The gift card may only be used in Wal-Mart Canada stores and is not redeemable for cash or credit.

The issuance of a gift card or provision of a cash settlement of the product purchase price in its entirety shall fulfill all of the obligations of the Obligor, under Your Product Replacement Plan, and the Obligor, shall have no further obligations for the remainder of the term of Your Plan, if any.

Should We replace Your eligible product with either a cash settlement or a gift card, the eligible product shall become Our property. In such case, You will be required to return the eligible product to Us.

To arrange for a replacement of Your eligible product under the Product Replacement Plan, You may call toll free 1-866-803-1749. Do not take the product to the Wal-Mart store. **Replacement will only be provided to eligible products located in Canada.**

**Transferable:** This Plan is transferable with the product. The Plan holder must have original documentation to receive the benefits under this Plan.

## **GENERAL**

**General Exclusions:** The Extended Service Repair Plan and the Product Replacement Plan do NOT cover:

1. replacement necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including but not limited to theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, improper installation, improper equipment modifications, improper storage, failure to maintain proper fluid levels, vandalism, spilled liquids, software generated problems or acts of nature or any other peril originating from outside of the product;
2. lost parts (remotes, knobs, or other similar parts) or consumable parts including but not limited to cartridges, drums, bulbs (including lamps and optical units), end-user replaceable batteries, filters, blades, and fluids;
3. product(s) with removed or altered serial numbers;
4. product(s) installation or assembly;
5. products used commercially or by the public, used as a lease or rental or used in common areas in multi-family housing. Use of a product for these purposes will void the Plan;
6. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
7. fees related to third party contracts; or
8. "no problem found" type diagnosis and intermittent errors that cannot be reproduced.

An eligible product is only covered under the Plan that You purchased and paid for at time of sale. Therefore, a product can not be covered by both the Extended Service Repair Plan and Product Replacement Plan.

**Specific Exclusions:** The Extended Service Repair Plan does NOT cover:

1. maintenance or repair necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including but not limited to, transportation damage (except damage incurred by authorized shipment of product(s) to and from an authorized service repair center), burned phosphor (including image ghosting), pixel burnout not in accordance with the manufacturer's guidelines or computer viruses;
2. consumable parts including but not limited to laptop power source batteries, and end-user replaceable print heads; or
3. unauthorized servicing and transportation charges.

**Cancellation:** We may cancel this Plan at our option on the basis of (a) fraud or misrepresentation; (b) rental use of the product; or (c) an unauthorized repair or replacement of a product. You may cancel this Plan for any reason at anytime within ninety (90) days of purchase and receive a full refund of the Plan price. To receive your refund, you must deliver the cancellation request along with this document and all original receipts to a Wal-Mart store. After ninety (90) days, no refund will apply. No cancellation fee applies to this Plan.

**Important Consumer Information:** This Service Plan is secured by a contractual liability insurance policy provided by American Bankers, except in the province of British Columbia where American Bankers is the Obligor. If, within sixty (60) days we have not

paid a covered claim or provided you with a refund, you may notify American Bankers directly at American Bankers, 5160 Yonge Street, Suite 500, Toronto, Ontario M2N 7C7.

**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.

**Entire Agreement:** Your original purchase receipt and these terms and conditions set forth the entire agreement and supersede all prior negotiations, understandings and agreements concerning the subject matter. No oral or written representations, warranties or conditions and no amendment or modification of these terms and conditions will be binding except by a written agreement signed by the party to be bound thereby. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the parties' right thereafter to enforce any provision or exercise any right.

**British Columbia Residents:** Disclosure Notice Under the British Columbia Financial Institutions Act: The British Columbia Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to customers at the time of providing a service or product.

- This transaction is between you and American Bankers.
- In arranging the transaction described above, Wal-Mart, by whom the sales associate is employed is representing American Bankers as an administrative agent.
- Upon completion of this transaction, Wal-Mart will be remunerated by way of a fee paid out of the purchase price of the service contract.

**Quebec Residents:** You have specifically requested the English version of this Service Plan, a French version of which is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan de service et la version française est disponible sur demande.