

## Hbc Service Protection Plan Terms and Conditions

"You" and "Your" indicates the purchaser of this Total Guard Service Protection Plan (Plan), a resident of Canada. "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. If You live in BC, this Plan is an agreement between the Obligor / Provider, Hudson's Bay Company, and You, the purchaser. This Plan is administered by Assurant Services Canada Inc.

**Product Eligibility:** The Plan covers products purchased from Hbc stores for which You have paid the Plan purchase price. Eligible product(s) must be purchased as new, and be manufactured for use in Canada. Eligible products are limited to non-Commercial use only. All original receipts are required for any product repairs or replacements.

**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's warranty period. Coverage commences upon the delivery of Your eligible product and will expire at the end of the term purchased, except in those events outlined below in the sections entitled "Replacement Option", "Parts Non-Availability in Canada", "No Lemon Policy", "Exclusions" and "Cancellation".

**What is Provided:** Service performed hereunder shall consist of labour and parts necessary to restore Your product to normal operating condition. 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. All repairs must be approved by Us before they are performed.

**Types of Service and Service Location:** 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, We will reimburse You for transportation of Your product or component to the repair center. 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 legal age) must be present at the location where on-site service will be performed. If You live beyond an eighty (80) 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 by the Plan.

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 1-866-809-8210. Do not take the product to the Hbc store.** Service will only be provided to products located in Canada or the United States.

**Replacement Option:** At Our option, We may replace Your eligible product with a new or refurbished product of like kind and quality if We are unable to repair Your product, or where the cost for repair may exceed the current retail replacement value of Your eligible product. The price of the replacement product shall not exceed the retail purchase price of the original eligible product. If We elect to replace Your eligible product, We may choose to provide You with an Hbc gift card. The amount of the settlement shall not exceed the current retail cost of a replacement product of like kind and quality; and, such retail cost shall not exceed the retail purchase price plus applicable taxes You paid for the original eligible product. Replacement of an eligible product or payment of a settlement will constitute fulfillment of this Plan in its entirety and will cancel and discharge all further obligations under this Plan, where allowed by law. If We replace Your eligible product, the original eligible product will become Our property. You may be required to

return the original eligible product to Us at Your expense. Any replacement of Your eligible product or refund of the product purchase price in its entirety shall be deemed to constitute fulfillment of all of the obligations of the Obligor, under Your Plan, and the Obligor, shall have no further obligations for the remainder of the term of Your Plan, if any.

**Replacement Parts:** Any replacement parts used to repair Your eligible product may, at Our option, be new, refurbished or non-original manufacturer's parts that perform to the factory specification of the eligible product

**Parts Non-Availability in Canada:** In the event that replacement parts needed for repair are unavailable in Canada during the term of the Plan, We shall provide You with a pro rata refund of the original purchase price paid by You for the product, less claims paid, if any, where allowed by law. Pro rata refunds shall be based on a five (5) year term and will be no less than ten percent (10%) of the original purchase price of the product. In no event shall We or the retailer be liable for any damages as a result of the unavailability of replacement parts. Such refund shall constitute fulfillment of all of the obligations of the Obligor, under Your Plan, and the Obligor, shall have no further obligations for the remainder of the term of Your Plan, if any.

**Power Surge Protection:** This Plan provides protection against operational failure of the eligible product if the operational failure is caused by a power surge. Damage from power surge to Your eligible product will be protected up to a maximum of one thousand dollars (\$1,000) over the life of the Plan.

**No lemon Policy:** If Your eligible product fails two (2) times due to the same part(s) failure during the Plan term, and the product then requires a third repair of the same part, as verified by our authorized repair center, we will replace Your eligible product subject to the limitations noted in the "Replacement Option" section above. You may be required to provide copies of Your prior two (2) authorized service repair receipts along with the third authorization for the repair or replacement of the same part, in order to qualify for protection under this benefit. Such replacement shall constitute fulfillment of all of the obligations of the Obligor, under Your Plan, and the Obligor, shall have no further obligations for the remainder of the term of Your Plan, if any.

**Food Spoilage Protection for Refrigerators/Freezers:** Food loss as a result of the failure is eligible for reimbursement to a maximum of two hundred and fifty dollars (\$250) over the term of the Plan. Food loss that results from a loss or interruption of power is not eligible for reimbursement. An itemized list of spoiled food will be required in addition to a copy of the receipt detailing the replacement goods.

**Technical Support (For Notebooks & Desktops 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.

**Notebook Screen Replacements:** The Plans for notebook computers include a one-time screen replacement due to normal wear and tear.

**Exclusions from Protection:** This Plan does not include service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage in accordance with manufacturer specifications, such as, but not limited to loss or damage due to acts of God, misuse, abuse, unauthorized repair by others, improper installation, rust, corrosion, spilled liquid, insect infestation, fire, water, windstorm, hail, earthquake, theft, negligence, riot, or any other similar peril. In no event shall this Plan be liable for accidental, consequential, incidental or intentional damage.

This Plan does not include customer education or preventative maintenance (except for tape path alignment) head cleaning, CD lens cleaning and laser alignment associated with VCR's tape decks, camcorders, CD, DVD, CD-ROM and other similar products. This Plan does not include radio frequency interference due to improper installation or close proximity to other electronic equipment. This Plan does not include claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product from the manufacturer. Initial installation or hookup of Your product is not included. Removal and reinstallation are not included under this Plan, except as determined by Us.

Other exclusions include but are not limited to: any repair included by a manufacturer's warranty, regardless of whether or not the manufacturer's warranty has been voided; any recall or rework of a manufacturer's repair regardless of the manufacturer's ability to pay for such repairs; burned-in phosphor in CRTs; products with removed or altered serial numbers; consumables such as bulbs, filters, batteries, toner, ribbons, drums, developer, or ink cartridges; removal and reinstallation of an internal component; cosmetic or structural items; cables, cords, and connectors; component(s) never included by a manufacturer's warranty; damage, warping or rusting of any kind in the housing, case or frame of the product or any non-operating part, including plastic, or decorative parts; loss of data or for loss of use during the period the product is at a repair facility or otherwise awaiting parts.

**For Notebook & Desktop 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.

**For Display Products Only:** ALL Display Products may have a given number of defective pixels. This may be a normally occurring condition with display technology. Pixel defects such as lit or unlit pixels will be subject to the manufacturer's guidelines for allowable pixel defects as verified by Our authorized repair center in order to qualify as a failure.

### GENERAL

**Cancellation:** You may cancel Your Plan within thirty (30) days of the purchase date and receive a refund in the amount of one hundred percent (100%) of the Plan purchase price, less the cost of claims paid (if any). If You cancel Your Plan following the initial thirty (30) day period, You will receive a pro rata refund of the Plan purchase price, less the cost of claims paid (if any), except as otherwise required by law. If We must cancel this Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will be refunded the unearned pro rata purchase price of this Plan, less any claims paid.

**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 shall be binding except by a written agreement signed by the party to be bound thereby.

1-866-809-8210

