

Protection Plan Terms & Conditions

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Protection Plan.

Please also review and retain the Order Summary and purchase receipt provided to You at the time You purchased this Protection Plan.

1. DEFINITIONS:

“**We**”, “**Us**” and “**Our**” shall mean SquareTrade Canada, Inc., 2200 HSBC Building 885 West Georgia Street Vancouver BC V6C 3E8, except in the province of Québec and British Columbia, where “**We**”, “**Us**” and “**Our**” shall mean Allstate Insurance Company of Canada, 100-27 Allstate Parkway, Markham, Ontario, L3R 5P8.

“**Administrator**” shall mean SquareTrade Canada, Inc. (an Allstate company) located at 2200 HSBC Building 885 West Georgia Street Vancouver BC V6C 3E8 with a telephone number: 1-833-707-0915.

“**You**”, “**Your**” shall mean the individual or entity who purchased this Protection Plan or the individual or entity to whom this Protection Plan was properly transferred in accordance with these Terms and Conditions.

Protection Plan Price: The price You paid for this Protection Plan.

Coverage Start Date: This is the date when coverage starts under this Protection Plan. The Coverage Start Date is the later of the date of purchase of the Protection Plan and delivery of Your Product to You.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan, starting on the Coverage Start Date.

Covered Product(s) or Product(s): The product(s) or type of product covered by this Protection Plan.

Coverage Amount: The cost to repair the Covered Product or the cost to replace the Covered Product with an item of like kind, quality and functionality of the Covered Product in accordance with the terms and conditions of this Protection Plan up to the purchase price of the Product(s), exclusive of taxes and fees, and/or a number of claims, as identified in the Order Summary.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes optional coverage, such as Accidental Damage (AD) coverage.

2. YOUR RESPONSIBILITIES:

- A. Purchase the correct Protection Plan for Your Product based on condition, price and purchase location from the same retailer from whom You purchased Your Product.
- B. Retain and provide Us with a complete copy of proof of purchase. You can send Us a digital copy through www.squaretrade.ca and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
- C. Properly maintain, inspect, store, care (including clean) and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your claim will be denied.

3. COVERAGES AND TERMS

This Protection Plan will cover the cost of repairs and replacements of the Product(s) required as a result of a mechanical or electrical failure of the Product(s) during normal usage for the Term of this Protection Plan. This Protection Plan is inclusive of any manufacturer’s warranty that may exist during the Coverage Term. It does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. Replacement parts will be new, rebuilt or non original manufacturer’s parts that perform to the factory specifications at Our sole option.

A. CELL PHONES, LAPTOPS, TABLETS AND CONNECTED DEVICES:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:

1. Defects in materials and/or workmanship;
2. Damaged or defective buttons or connectivity ports located on Your Product;
3. Defective pixels, for which We will match the manufacturer’s warranty for the

Term of Your Protection Plan. In the absence of a manufacturer’s dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display;

4. Dust, internal overheating, internal humidity/condensation;
5. Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination; and
6. Your Protection Plan will also include up to one (1) battery repair or replacement during the first two (2) years of the Coverage Term, when the original rechargeable battery is defective as determined by Us in Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery. Battery coverage is only available for Products that are new or manufacturer certified refurbished products.

B. FURNITURE:

This Protection Plan covers furniture that is used for personal, family or household purposes or in a small office or home office setting, and which are constructed of or with upholstered fabric, microfiber, coated fabrics, A&P leather, bonded leather, bycast leather, vinyl, wood, glass, laminates, metal, and stone. This Protection Plan does not cover furniture that is constructed of or with upholstered silk. This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any combination of the following, so long as each such coverage has been offered and purchased at the time of sale:

1. **STANDARD**: where the problem occurs as a result of normal use of the Product, as follows: seam separation; broken hardware and pulls; separation of joints and welds; structural defects to frames, cases, seat or back construction; broken hinges, casters, slides, drawer pull/guides or swivels; damaged mechanical elements.
2. **ACCIDENTAL**: where damage is from unintentional stains attributed to a single occurrence (excluding accumulation), rips, tears, burns, punctures, gouges, chips, dents, breakage and chips to glass on tables, desks, wall units and cabinets; breakage, chipping, loss of silvering to mirrors, cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish.

C. BACKPACKS:

This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:

1. Defects in materials and/or workmanship; and
2. Drops, spills and liquid damage associated with the handling and use of Your Product.

4. OPTIONAL COVERAGE: ACCIDENTAL DAMAGE (AD).

Except as otherwise specified, if You were offered and purchased AD as an integral part of Your coverage, it augments Your Protection Plan by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product.

AD does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our service providers.

5. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:

File a claim online at www.squaretrade.ca/claim or call Us toll-free at 1-877-927-7268, provide a copy of Your proof of purchase (if You have not previously provided such to Us) and explain the problem. We will attempt to troubleshoot the problem You are experiencing. Depending on Your Product, We may, at Our discretion, require You to submit pictures, audio or video of the damage or defect for which You are making a claim, or to submit other documentation to process

Your claim. If We cannot resolve the problem, We will service Your Product by repair either on-site, mail-in or local repair service. Geographic limitations may affect the availability of service providers in some areas.

If applicable, we recommend that You back up all data on Your Product prior to obtaining service, as repairs to Your Product may result in the deletion of data.

Additionally, for furniture plans, claims must be filed within thirty (30) days from the date of occurrence of the stain or damage.

6. HOW WE WILL SERVICE YOUR PRODUCT:

A. ALL PROTECTION PLANS.

Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Product (on-site, mail-in or local repair service may be available, in Our discretion);
- Replace Your Product with a product of like kind, quality and functionality (replacement products may retail at a lower price than Your original Product in which case the difference will not be refunded); or
- Provide a cash settlement or a Gift Card reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount.

B. ADDITIONALLY FOR FURNITURE PLANS ONLY:

If We elect to repair Your Product, We will, at Our option, (1) provide cleaning or repair advice, (2) mail You a stain removal kit, including products to aid in stain removal, (3) mail You a parts kit to replace missing or broken parts, and/or (4) arrange for on-site service as described below. Please note that We cannot guarantee that any such repair or replacement will result in exact matches (such as colour matches) with the original Product due to differences in dye lots, natural grains, external conditions, or other similar reasons.

7. LIMIT OF LIABILITY:

If You have Product(s) covered under this Protection Plan, the total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Protection Plan or the total number of claims made pursuant to this Protection Plan shall not exceed the Coverage Amount. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or if We provide a cash settlement reflecting the replacement cost of a new item of like kind, quality and functionality or a replacement product of like kind, quality and functionality, then We will have no further obligations under this Protection Plan.

8. WHAT IS NOT COVERED:

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

A. ALL PROTECTION PLANS.

This Protection Plan does not provide coverage for issues arising from or related to any of the following:

1. Except as otherwise provided, normal wear and tear;
2. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
3. Natural flaws or inherent design or manufacturer's defects;
4. Intentional damage;
5. Lost, stolen, or irretrievable items;
6. Any Product that is fraudulently described or materially misrepresented;
7. Secondary or collateral damage;
8. Except as otherwise provided, maintenance, service, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use, storage, and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
9. Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes), or any other force majeure or peril originating from outside the Product;
10. Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration, or darkened bodily contact areas;
11. Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;

12. Damage caused by cleaning methods, products or materials;
13. Defects due to the installation, assembly or hookup of Your Product;
14. Damage caused by transit, delivery, redelivery, removal, or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
15. Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in colour, texture, or finish, or similar conditions;
16. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
17. Accidental damage or liquid damage unless AD coverage was offered and purchased as part of Your Protection Plan;
18. Projector or rear projection TV bulbs;
19. Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
20. Consumer replaceable or consumable items including but not limited to toner, ribbons, ink cartridges, drums, belts, printer heads, blades, strings, and trim;
21. Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
22. Product(s) with removed or altered serial numbers;
23. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
24. Damage to computer hardware, software and data, or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
25. "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
26. Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist);
27. Any Product that is a demonstration/in-store model, or that is sold "as-is";
28. A Product that is no longer in Your possession;
29. Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, service plan or insurance.

B. ADDITIONALLY FOR FURNITURE PLANS ONLY:

In addition, this Protection Plan does not provide coverage for issues arising from or related to any of the following:

1. Products made of "X" coded fabric, dry cleaning only fabric, non-colourfast fabric, or silk fabric;
2. Natural flaws, inherent design defects or manufacturer's defects, including, but not limited to, natural inconsistencies in wood grains, fabrics, colouring or leathers; wood stains; delamination of microfiber; manufacturer's defects of leather or upholstery;
3. Stains caused by incontinence, hair and body oils, perspiration, paints, dyes, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us;
4. Damage caused by the application of topical treatments to the Product;
5. Damage to the Product caused by gum, mold or mildew, fading, colour loss, non-stain related discoloration, dust corrosion or similar;
6. Odors, pet or animal damage from teeth, beaks, or claws;
7. Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics;
8. Scratches of any type;
9. Loss of resiliency;

9. NO LEMON POLICY:

If Your Product has two (2) service repairs completed for the same problem and a third (3rd) repair is needed for the same problem, within any twelve (12) month period, the Product will be replaced with a comparable product or a cash settlement will be provided. The cost of the replacement will not exceed Your Product's Coverage Amount. This no lemon policy is not applicable to problems resulting from AD.

10. FREE SHIPPING:

Subject to your Product's Coverage Amount, this Protection Plan covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

11. WORLDWIDE SERVICE:

The coverage provided in this Protection Plan also applies when You travel outside of Canada. If Your Product needs repair while traveling abroad, You may file a claim online at www.squaretrade.ca to obtain a claim authorization number. At that time, You will be instructed on how to proceed to obtain service. Once You have obtained Your claim authorization number, You will need to take Your Product to a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made.

12. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Protection Plan log in to www.squaretrade.ca, or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week.

13. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, log in to www.squaretrade.ca or contact Us toll-free at 1-877-927-7268 24 hours a day, 7 days a week. If you cancel this Protection Plan within the first sixty (60) days after purchase of this Protection Plan, You will receive a 100% refund of the Protection Plan Price. If You cancel after the first sixty (60) days from purchase of this Protection Plan, You will receive a pro rata refund based on the time remaining on Your Protection Plan.

We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You on fifteen (15) days' written notice to You or for any other reason on forty-five (45) days' written notice to You. If We cancel Your Protection Plan, You will receive a pro rata refund. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) or forty-five (45), as applicable, days prior to termination.

14. ARBITRATION:

Unless You reside in Quebec and subject to applicable law, any dispute or claim arising out of or relating to this Protection Plan, or breach thereof, will be settled by binding arbitration in accordance with the arbitration rules of the Canadian Arbitration Association. Under this Arbitration provision, We both give up the right to resolve any dispute or claim arising out of or relating to this Protection Plan by a judge and/or a jury. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation, with all mediator fees and expenses paid by Us. If You are successful in obtaining an arbitration award against us greater than \$500, We agree to pay all arbitrator fees and expenses. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration. The place of the arbitration will be Toronto, Ontario, unless we jointly agree to have the arbitration conducted in another location at which the Canadian Arbitration Association is able to facilitate an arbitration.

15. GOVERNING LAW:

The laws of the province of British Columbia for the residents of British Columbia and the laws of Québec for the residents of Québec (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan.

16. ENTIRE CONTRACT:

This Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

17. PRIVACY NOTICE:

We will collect and retain all personal information concerning Your Plan and any claims You make. The information will be used for purposes of marketing, administration and cancellation of Your Plan and investigation of claims. We will only access Your information on a need to know basis and it will be kept at the Administrator's address. It can be reviewed and/or rectified by written request. Your personal data may be processed and stored in the United States and may be subject to access by United States authorities under applicable laws.

You have the right to ask for access to your personal data, and ask that any inaccurate information be corrected. To do so, you may send a written request with details to SquareTrade Canada, Inc. at 2000 Sierra Point Parkway, Suite 300, Brisbane, California, 94005, or to privacy@SquareTrade.com or to Allstate Insurance Company of Canada at 27 Allstate Parkway, Suite 100, Markham, Ontario L3R 5P8 Attn: Privacy Office or to privacy@Allstate.ca.

18. 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.

The British Columbia Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to You in writing prior to the customer entering a financial transaction. This transaction is between You and Us. In the province of British Columbia, this Protection Plan is arranged by Allstate Insurance Company of Canada, who is representing SquareTrade Canada, Inc. The nature and extent of the interest of SquareTrade Canada, Inc. in Allstate Insurance Company of Canada is none. The nature and extent of the interest of Allstate Insurance Company of Canada in SquareTrade Canada Inc. is none. Upon completion of this transaction, SquareTrade Canada, Inc. will be remunerated by way of a fee paid out of the purchase price of the Protection Plan. The Financial Institutions Act prohibits Allstate Insurance Company of Canada or SquareTrade Canada, Inc. 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.

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 this Protection Plan, please email compliance@squaretrade.com.