

5 Total Years of Coverage Protect Your Appliance

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 Costco Wholesale Canada, LTD., 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) “Costco Canada” refers to Costco Wholesale Canada, LTD.; (4) “product” refers to the item which you purchased concurrently with and is covered by this Plan; (5) “you”, “your” and “member” 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; (7) “Costco Canada Concierge Program” refers to the program which is provided by Costco Canada to active members during the term of the Plan.

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, which contains the price you paid for this Plan and product identification constitute the entire agreement.

What is Covered: This Plan covers parts and labour costs to repair your product in the event the product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract. 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 a voucher, gift card or cheque for the original purchase price of that 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. 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 beginning on your date of purchase:

- Surge protection from date of purchase.
- Food Spoilage: If you purchased a Plan for a refrigerator or freezer, you will be reimbursed for food losses resulting from the covered breakdown of your refrigerator or freezer up to \$300 for the period of time specified on your receipt on a per refrigerator or freezer/per incident basis. Documented proof of loss will be required.
- Laundry Allowance: If you purchased a Plan for a washer or dryer, you will be reimbursed for laundry cleaning services up to \$50 per qualified service repair if your product is out for service for more than seven (7) consecutive days. You will be required to submit an itemized list for each laundry reimbursement claim to the administrator.
- Preventative Maintenance Parts Reimbursement: You will receive a 25% reimbursement on select preventative maintenance parts (including water filters, air filters, refrigerator coil brushes, drying lint brushes, aluminum vents, washer hoses, washer fresheners). There is a \$500 limit on the preventative maintenance reimbursement for the term of the Plan. You will be required to provide the administrator with a copy of the sales receipt to obtain the reimbursement.

Term of Coverage: The term of your Plan begins on your date of purchase and continues for the period indicated on your sales receipt. Except for the enhanced coverages outlined above which begin on your date of purchase, all other coverage becomes effective immediately following the expiration of the manufacturer’s conventional warranty and the Costco Canada Concierge program and remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. This Plan is inclusive of the manufacturer’s conventional warranty and the Costco Canada Concierge program; it does not replace the manufacturer’s conventional warranty or the Costco Canada Concierge program, but provides certain additional benefits during the term of the manufacturer’s conventional warranty and the Costco Canada Concierge program. After the manufacturer’s conventional warranty and the Costco Canada Concierge program expire, the Plan continues to provide some of the manufacturer’s benefits and the Costco Canada Concierge program’s benefits as well as certain additional benefits listed within the Plan’s terms and conditions. In the event that we provide you with a replacement product, gift card or a cheque for the purchase price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Plan. 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.

To Make a Claim / How it Works: If your product fails, call Customer service at **1-888-531-8881** or go to **www.asurion.com/excellenceplus**, 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. If in-home service is provided for the full term of your manufacturer’s conventional warranty, then it will be provided under this Plan. If in-home service is not provided, unless otherwise noted, you will be responsible for delivery or the cost of delivery of the product to the service centre for repair. Non-original manufacturer’s parts may be used for repair of the product if the manufacturer’s parts are unavailable or more costly. Foreign language assistance is available for your convenience.

International Service (Repair Plans only): If your product requires service and is located outside of Canada, please call 1-703-956-7795. If the product is still covered by the manufacturer’s conventional warranty or Costco Canada Concierge program, you will need to contact the manufacturer. If the product is out of the manufacturer’s conventional warranty period or Costco Canada Concierge program, we will ask you to locate a service centre in your area to get an estimate for the repair, get authorization from us for the repair, have the repair completed, remit payment to the service centre, and send us the invoice or receipt for the repair. We will reimburse you for the authorized amount of the claim by issuing a cheque in Canadian Dollars which will be mailed to an address in Canada or within the Canadian Postal System.

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 original purchase price of 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 conventional warranty or Costco Canada Concierge program. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy.

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 1-888-531-8881. Information provided by you must include the Plan number, date of transfer, new owner’s name, complete address and telephone number.

Manufacturer’s and Costco’s Responsibilities: Parts and services covered during the manufacturer’s conventional warranty and Costco Canada Concierge program are the sole responsibility of the manufacturer and Costco Canada.

Replacement Products: We may replace your product with a **NEW, REMANUFACTURED,**

REFURBISHED OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.

WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN; LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTRE OR OTHERWISE AWAITING PARTS; LOSS OF BUSINESS; LOSS OF PROFITS; AND DOWNTIME AND CHARGES FOR TIME AND EFFORT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (INSECT INFESTATION, FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) LOSS OR DAMAGE DUE TO THE ELEMENTS OR ACTS OF GOD; (7) LOSS OR DAMAGE DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOUR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (11) PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (12) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL; (13) REPLACEMENT COSTS FOR LOST OR CONSUMABLE PARTS (KNOBS, BATTERIES, BAGS, BELTS, ETC.); (14) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (15) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS PLAN); (16) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (17) ANY FEES RELATED TO THIRD PARTY CONTRACTS (NOT INCLUDING CONTRACT WITH AUTHORIZED REPAIR PERSONNEL); (18) “NO PROBLEM FOUND” DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER’S INSTRUCTIONS; (19) ANY FAILURES, PARTS AND/OR LABOUR COST INCURRED AS A RESULT OF A MANUFACTURER’S RECALL; (20) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN; (21) SERVICE OR REPLACEMENT OUTSIDE OF CANADA; (22) CLEANINGS AND ALIGNMENTS; (23) THEFT OR LOSS; (24) RE-INSTALLATION COSTS; (25) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (26) DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (27) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, USING CONTAMINATED OR IMPROPER LUBRICANTS OR USING STALE, CONTAMINATED, OR IMPROPER FUEL, OR RESULTING FROM FREEZING OR OVERHEATING; AND (28) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED.

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 Costco Canada 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 Costco Canada and Asurion for the purposes of administering the Plan, including investigating, assessing and processing claims, creating and maintaining records, and providing customer service. Costco Canada and Asurion may exchange Personal Information as necessary for the purposes described above. 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 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 1-888-531-8881 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, Costco Canada, by whom this sales associate is employed, is representing Continental Casualty Company. The nature and extent of the interest of Costco Canada in Continental Casualty Company is none. The nature and extent of the interest of Continental Casualty Company in Costco Canada is none. Upon completion of this transaction, Costco Canada 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, Costco Canada 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/excellenceplus or calling toll-free 1-888-531-8881.

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 of this Plan (see “DEFINITIONS” paragraph). 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 1-888-531-8881.

Administered by:
Asurion
P.O. Box 1340 • Sterling, Virginia 20167, USA • 1-888-531-8881
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