

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. (an Allstate company), 2200 HSBC Building 885 West Georgia Street Vancouver BC V6C 3E8, except in the province of 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: 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 latest of the date of purchase of the Protection Plan or the date following termination of any Waiting Period, unless expressly provided otherwise.

Waiting Period: The amount of time between the Protection Plan purchase date and the Coverage Start Date. If during the Waiting Period a pre-existing condition renders the item ineligible for coverage, We will cancel Your Protection Plan and provide You with a full refund of the Protection Plan Price. The Waiting Period, if applicable, will be identified in Protection Plan.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan as indicated on your sales receipt for this Protection Plan. The Coverage Term starts on the earlier of the expiration of the original manufacturer’s warranty or five (5) years from date of purchase of the Covered Product.

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

Coverage Amount: The cost of a replacement item of like kind, quality and functionality of the Covered Product (as further described herein) up to the purchase price of the Product(s), including taxes but exclusive of any 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 as described in Section 4.

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.HDProtectionPlan.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 including issues arising from dust, heat and/or humidity when the Product is used and stored in accordance with the manufacturer’s instructions. 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. MAJOR APPLIANCE PLANS: 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) Operational failure resulting from a power surge while connected to an electrical outlet in accordance with the manufacturer’s instructions;
- (3) Preventative inspection (geographic limitations may affect the availability of in-home service providers in some areas) one time during the Coverage Term; and
- (4) The unstacking and restacking of washer and dryers is included if it is necessary to service Your Product (this benefit is only available after expiration of the manufacturer’s warranty).

B. WATER HEATER PLANS: This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by either (1) defects in materials and/or workmanship or (2) operational failure resulting from a power surge while properly connected to an electrical outlet in accordance with the manufacturer’s instructions. This Protection Plan will cover the cost of labor to repair the water heater (the original manufacturer provides the parts to the water heater for the life of the water heater) and the cost for reinstallation in the event Your water heater needs to be replaced.

C. FURNITURE AND RUG PLANS: This Protection Plan covers furniture and rugs that are 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 or rugs that are constructed of or with upholstered silk.

- (1) **FURNITURE:** 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:
 - (a) **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; and damaged mechanical elements. If PLUS coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish. Plus coverage is not available for outdoor furniture.
 - (b) **ACCIDENTAL or PREMIUM:** 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 and/or loss of silvering to mirrors. If PLUS coverage was offered and purchased at the time of sale, this Protection Plan also provides coverage for: cracks; peeling of veneers; chips; gouges; bubbling; and cracking, warping or peeling of finish. Plus coverage is not available for outdoor furniture.
- (2) **RUG:** 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:
 - (a) **STANDARD:** unintentional stains attributed to a single occurrence (excluding accumulation).
 - (b) **ACCIDENTAL or PREMIUM:** unintentional stains attributed to a single occurrence (excluding accumulation), plus rips, tears, burns and punctures.
- (3) **ADJUSTABLE BED:** This Protection Plan provides coverage for Your Product (or the affected part of Your Product) for any defective: frames; welds; mechanisms, including inclining, reclining, heating, and vibrating; electrical components, including motors, wiring, and remote operation devices.

D. MATTRESS PROTECTOR PLANS: This Protection Plan covers mattress protectors and mattresses (excluding box springs) purchased and used concurrently with a covered mattress protector and that are used for personal, family or household purposes. If You purchase this Mattress Protector Protection Plan, You will receive a mattress protector at or around the same time as You receive Your mattress. This Protection Plan provides coverage for Your Product (or the affected part of Your Product) where the problem is a result of a failure caused by:

- (1) Defects in materials and/or workmanship of the mattress protector (excluding defects covered by the manufacturer’s warranty); and;
- (2) Unintentional stains attributed to a single occurrence (excluding accumulation). The

foregoing stain coverage does not include stains from incontinence, hair and body oils, perspiration, dyes, paints, bleaches, flooding, rust, fire (including cigarette burns), smoke, or other caustic materials as determined by Us.

E. ALL OTHER PRODUCT PLANS: 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) 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:
 - (i) Six (6) or more defective pixels for displays up to 17";
 - (ii) Eight (8) or more defective pixels for displays greater than 17".
- (3) Operational failure resulting from a power surge while properly connected to a surge protector.

4. OPTIONAL COVERAGES:

- (A) **FOOD SPOILAGE:** If You were offered and purchased a Protection Plan with reimbursement for food spoilage, We will reimburse You for food loss from Your refrigerator or freezer which suffered a mechanical or electrical breakdown up to \$250 per claim (reimbursement amount is described on Your Protection Plan). You will be required to submit evidence of Your food loss.
- (B) **SMART HOME SETUP:** If You were offered and purchased a Protection Plan with Smart Home Setup & Support, We will provide tech support to install or connect Your smart or Wi-Fi-enabled Product during the first year after the later of the purchase and delivery date.
- (C) **SERVICE GUARANTEE:** Except for repairs requiring service and/or parts provided by the manufacturer and except for Contract Holders residing in areas where in-home service providers are not available, if We do not schedule and deliver the initial service visit within 5 business days of the claim being approved, You will be eligible to receive fifty dollars (\$50) as a one-time courtesy payment (this benefit is only available after expiration of the manufacturer's warranty and provided You submitted Your request to Us).

5. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:

A. ALL PROTECTION PLANS:

File a claim online at www.HDProtectionPlan.ca or call Us toll-free at 833-707-0915 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 (and, if Your Product is a major appliance, audio or video) of the damage or defect for which You are making a claim, or to submit other necessary documentation to process Your claim. If We cannot resolve the problem, We will service Your Product as described below. In the event your Product is being serviced when the Term expires, We will continue to service your claim until the service has been completed.

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.

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). Geographic limitations may affect the availability of in-home service providers in some areas;
- 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 cheque or a Home Depot Gift Card reflecting the replacement cost of a new product with equivalent features and functionality up to the Coverage Amount.

B. ADDITIONALLY FOR FURNITURE, RUG, AND MATTRESS PLANS:

Claims must be filed within thirty (30) days from the date of occurrence of the stain or damage. 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. 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.

In the case of a mattress protector Protection Plan, We may also, at Our option, provide You with a replacement mattress protector.

6. LIMIT OF LIABILITY:

If You have Product(s) covered under this Protection Plan, the amount that We will pay for a replacement if We determine that Your Product cannot be repaired shall not exceed the Coverage Amount. In the event that We provide a replacement item of like kind, quality and functionality of the Covered Product or if We provide a cheque or Home Depot Gift Card reflecting the Coverage Amount, then We will have no further obligations under this Protection Plan.

7. WHAT IS NOT COVERED:

A. ALL PROTECTION PLANS:

- (1) Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- (2) Natural flaws or inherent design defects;

- (3) Intentional damage;
- (4) Lost, stolen, or irretrievable items;
- (5) Any Product that is fraudulently described or materially misrepresented;
- (6) Secondary or collateral damage;
- (7) Other than labor costs, costs arising from the reinstallation of a product including without limitation licensing, permits, or other parts required by applicable law;
- (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) Claims made under any improperly or incorrectly purchased Protection Plan;
- (16) 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 color, texture, or finish, or similar conditions;
- (17) Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- (18) Accidental damage or liquid damage unless AD coverage was offered and purchased as part of Your Protection Plan;
- (19) Projector or rear projection TV bulbs;
- (20) Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Protection Plan;
- (21) Consumer replaceable or consumable items including but not limited to drums, belts, blades, strings, and trim;
- (22) Except as otherwise provided, any product used for heavy commercial, educational, rental or industrial use;
- (23) Product(s) with removed or altered serial numbers;
- (24) 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);
- (25) Damage to 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;
- (26) "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (such as poor cell phone reception);
- (27) A Product that is no longer in Your possession and for which the Plan was not transferred to the new owner according to the procedure in Section 11;
- (28) Any failure, damage, repairs or loss that is covered under any other protection plan, warranty, or service plan or under an insurance policy;
- (29) 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.

B. ADDITIONALLY FOR FURNITURE, RUG AND MATTRESS PROTECTOR PLANS:

- (1) Except as otherwise provided, normal wear and tear;
- (2) Products made of "X" coded fabric, dry cleaning only fabric, non-colourfast fabric, or silk fabric;
- (3) 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;
- (4) Stains caused from incontinence, hair and body oils, perspiration, paints, dyes, bleaches, flooding, rust, fire (including cigarette burns), smoke or other caustic materials as determined by Us;
- (5) Damage caused by the application of topical treatments to the Product;
- (6) Damage to the Product caused by gum, mold or mildew, fading, color loss, non-stain related discoloration, dust corrosion or similar;
- (7) Odours, pet or animal damage from teeth, beaks, or claws;

- (8) Splitting, cracking and/or peeling of A&P leather, bonded leather, bycast leather or coated fabrics;
- (9) Scratches of any type;
- (10) Loss of resiliency;
- (11) Separation of seams along mattress seam lines.

8. 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, during the Coverage Term, the Product will be replaced as described in Section 5. 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 nor is it applicable to any replacement products.

9. FREE SHIPPING:

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.

10. 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.HDProtectionPlan.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. We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

11. TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge from one Contract Holder to a new Contract Holder. To transfer this Protection Plan go to www.HDProtectionPlan.ca, or contact Us toll-free at 833-707-0915 24 hours a day, 7 days a week.

12. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, go to www.HDProtectionPlan.ca or contact Us toll-free at 833-707-0915 24 hours a day, 7 days a week. If You cancel this Protection Plan within the first ninety (90) days after purchase of this Protection Plan You will receive a 100% refund of the Protection Plan Price. If You cancel after the first ninety (90) 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 or for any reason on ninety (90) days' written notice to You. If We cancel Your Protection Plan, You will receive a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least ninety (90) days prior to termination. If We cancel this Protection Plan for nonpayment then We will provide notice at time of cancellation.

13. ARBITRATION:

Unless You reside in Quebec and subject to applicable law, any controversy 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 controversy 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.

14. GOVERNING LAW:

The laws of the province of British Columbia (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.

15. 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.

16. 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 You upon 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 600 Harrison Street, Suite 400, San Francisco, CA 94107, 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.

17. 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.