

GENERAL PROVISIONS

Please keep this important document in a safe place as it will be needed at the time of Claim. The information contained herein, including on the Confirmation Page and any Amendments, is intended to serve as a valuable reference guide to help You determine and understand what is covered under Your Service Plan. For any questions regarding the information contained herein, please contact the Administrator at the toll-free number in this document.

THIS SERVICE PLAN CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH AFFECTS YOUR RIGHTS UNDER THIS SERVICE PLAN. PLEASE READ THE TEXT UNDER THE SECTION TITLED “BINDING ARBITRATION AND CLASS ACTION WAIVER” CAREFULLY.

DEFINITIONS:

<p>“Administrator”: BWG of Canada, Inc., 1000-1255 Rue Peel, Bureau 1000 Montreal Quebec H3B 2T9</p> <p>“Claim”: a demand for service or payment in accordance with this Service Plan.</p> <p>“Contract Fee”: means the payment amount required from the Contract Holder for coverage to remain in force under this Service Plan, as stated on the Confirmation Page (excludes any applicable taxes).</p> <p>“Contract Term”: the period of time in which the provisions of this Service Plan are valid as stated on the Confirmation Page.</p> <p>“Contract Start Date”: the date our provisions of this Service Plan are valid as stated on the Confirmation Page.</p> <p>“Covered Product(s)”: an item listed in the “COVERED PRODUCTS” section of the Confirmation Page that was purchased separately from the purchase of this Service Plan, that may or may not have any remaining coverage under the manufacturer’s original equipment warranty, and that is fully operational and not damaged as of Your Contract Start Date.</p> <p>“Distributor”: the party authorized by Us to sell this Service Plan to You. The Distributor for this Service Plan is shown on the Confirmation Page.</p> <p>“MSRP”: the manufacturer’s suggested retail price of Your Covered Product.</p> <p>“Original Purchase Price” – the amount You paid to purchase the Covered Product, excluding taxes, shipping and installation.</p>	<p>“Service Plan” includes these provision pages, the Confirmation Page and any Amendments, and indicates the terms and conditions, limitations, exceptions and exclusions included herein and constitute the entire contract. No representation, promise or condition not contained herein shall modify these items, except as required by law.</p> <p>“Service Fee”: the amount You are required to pay, per Claim, for services under this Service Plan, as indicated on the Confirmation Page.</p> <p>“You”, “Your” and “Contract Holder”: indicates the purchaser of this Service Plan and the owner of the Covered Product(s) that are covered by this Service Plan as shown on the Confirmation Page.</p> <p>“Waiting Period”: the period of time starting on the Contract Start Date, as shown on the Confirmation Page, during which no Claims are considered for coverage under this Service Plan.</p> <p>We”, “Us”, and “Our” indicate Starr Insurance & Reinsurance Limited, 200 King Street West, Suite 1200, Toronto, Ontario, M5H 3T4.</p>
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PRODUCT COVERAGE ELIGIBILITY:

Subject to all the provisions, limitations and exclusions in this Service Plan, a Covered Product is eligible for coverage if:

1. It is included in the list of Covered Products shown on the Confirmation Page;
2. It is used in the manner for which it was intended (as specified in the manufacturer’s warranty/owner’s manual), and
3. It is fully operational and not damaged as of the Contract Start Date. We may require the submission of photographs of the item, as well as written confirmation from You that it is fully operational and not currently damaged.

YOUR RESPONSIBILITIES:

PRODUCT PROTECTION: If damage or breakdown of the Covered Product is suspected, You should promptly take reasonable precautions in order to protect against further damage.

MAINTENANCE AND INSPECTIONS: If specified in the Covered Product’s manufacturer’s warranty and/or owner’s manual, You must perform all of the care, maintenance and inspections for the Covered Product as indicated. Proof of the completion of such

maintenance, care and/or inspection services may be required at time of Claim.

EFFECTIVE DATE OF COVERAGE – WAITING PERIOD:

Your Contract Contract Start Date is shown on the Confirmation Page. Your Service Plan may include a Waiting Period as shown on the Confirmation Page which may vary depending on the Covered Product and/or the coverage type. The Waiting Period starts on the Contract State Date. You cannot submit a claim for coverage until expiration of the applicable Waiting Period.

PLAN AND RENEWABILITY:

The Plan and Renewability options of this Service Plan are indicated on the Confirmation Page and explained below.

ANNUAL OR OTHER TERM PLAN – If You purchased an Annual or Other Term Plan, You are required to pay the Contract Fee at the start of the Service Plan for the initial Contract Term as indicated on the Confirmation Page, unless We have offered You a payment plan allowing You to pay the Contract Fee monthly over a set number of months. If any payment due is not received by Us by the due date we may terminate this Service Plan and the Service Plan will not be eligible for reinstatement or any refund.

At the end of the initial Contract Term, and any subsequent Contract Term, this Service Plan may be eligible for renewal if indicated on the Confirmation Page. To renew (1) We must receive the Contract Fee for the next term on or before the due date shown on the Confirmation Page, and (2) the Limit of Liability must not have been reached. We reserve the right to change the provisions of this Service Plan (including the Contract Fee and Service Fee) for each new Contract Term, but if We make any change We will give you at least thirty (30) days written notice prior to the renewal date. If Renewal is not indicated on the Confirmation Page, or the renewal requirements have not been met, this Service Plan will end at the end of the term and We will have no further obligations to You.

If You submit a Claim during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct all or any portion of any unpaid amounts from any covered Claim amount, or require full payment of the remaining unpaid balances prior to providing any services/benefits under this Service Plan, at Our sole discretion.

WHAT IS COVERED:

This Contract may provide coverage for:

1. **Mechanical or Electrical Breakdown** - failure of a Covered Product to perform its intended function due to failure or breakdown of mechanical or electrical components, including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Covered Product. Mechanical or Electrical Breakdown is only provided on those Covered Products indicated on the Confirmation Page.
2. **Power Surge** - damage to a Covered Product resulting from an oversupply of voltage to Your Covered Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Covered Product to a power supply. For major appliances such as refrigerators, freezers, washing machines, clothes dryers, dishwashers, ranges, cooktops, ovens and microwave ovens the use of an approved surge protector is not required in order to receive benefits under this Power Surge coverage. This covers only damage to the Covered Product. Power Surge is only provided on those Covered Products indicated on the Confirmation Page.
3. **Additional Benefits** – any benefits shown on the Confirmation Page or in any attached Service Plan Amendments.

IMPORTANT DISCLOSURES REGARDING “WHAT IS COVERED” AND MANUFACTURERS WARRANTY: Coverage described in this Service Plan will not replace or duplicate benefits during any active manufacturer's warranty period. During such period, anything that could be covered under the manufacturer's warranty is not covered under this Contract, even if You fail to report it to the manufacturer. This Service Plan provides additional benefits during the manufacturer's warranty term. If a Covered Product is still within any portion of the manufacturer's warranty You should look first to the manufacturer's warranty for coverage and then to this Service Plan for coverages not provided by the manufacturer if provided in this Service Plan.

TO FILE A CLAIM:

IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the product is covered under this Service Plan. Claims must be approved by the Administrator before We will provide any benefits covered under this Service Plan.

If you are having problems with your Covered Product, contact the Administrator to file a Claim under this Service Plan. The Administrator's contact details are shown on Your Confirmation Page. A customer service representative will be available 24 hours a day, 7 days a week. Explain the problem Your Covered Product is experiencing. Please have Your

Contract Number available, and provide the Administrator any additional information and documentation it may require in order to assess your Claim. The Administrator may perform a telephone diagnosis of the failure or require You to submit pictures as further documentation.

If the Administrator approves your Claim, it will provide You with instructions about how to obtain service applicable to Your Covered Product. We will not reimburse You for services performed without Our prior approval.

SERVICE FEE: You may be required to pay a Service Fee per Claim for covered services. The amount of any Service Fee is shown on the Confirmation Page. The Administrator may collect the Service Fee at the time it authorizes services, or it may require You to pay the Service Fee to whomever provides those services, at the Administrator's sole discretion.

SERVICE TYPE: If the Administrator determines that a Claim is covered under this Contract, We will provide you with one of the following kinds of service, as indicated on the Confirmation Page:

1. **Repair - labor and/or parts necessary to repair the Covered Product.** Parts used to repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Covered Product. If the Administrator determines that Your original Covered Product cannot be repaired, We may, at Our sole discretion, (a) replace the original Covered Product with a new or refurbished product with similar features and functionality, or (b) compensate You in the form of a cheque, voucher, or gift card, in an amount equal to the lesser of (i) the cost of a new or refurbished product with similar features and functionality, or (ii) the Limit of Liability shown on the Confirmation Page.
2. **Replacement - a replacement of the originally Covered Product.** We will replace your Covered Product one (1) time if required due to mechanical and/or electrical failures that occur during normal use and operation in accordance with the manufacturer's specifications. The Covered Product will be replaced with a product of like kind and quality, with a cost not to exceed the Limit of Liability shown on the Confirmation Page.

Upon replacement of a Covered Product for any reason this Contract will be fulfilled and will provide no further coverage on the Covered Product or its replacement product. We do not guarantee that any replacement product will be of the same color as Your original Covered Product, and the replacement may be new, used or refurbished, in Our sole discretion. Technological advances may result in a replacement product with a lower selling price than the original Covered Product; We will not reimburse such difference. Any and all parts or units replaced under this Service Plan become Our property in their entirety and You may be required to ship the replaced parts or units to Us at Your expense.

All Service Types described above are subject to the Limit of Liability section below.

SERVICE LOCATIONS: Unless a specific service location is indicated on the Confirmation Page, the Administrator will determine, at its sole discretion, how and where services will be provided for Your Covered Product, using one of the methods set out below:

1. **In-Home/On-Site Service** – The Administrator will arrange for Your Covered Product to be serviced at Your location; as long as You provide the following:
 - a. easy access to the Product, as determined by the Administrator or the authorized technician;
 - b. a non-threatening and safe environment, as determined by the Administrator or the authorized technician; and
 - c. an adult over the age of 18 to be present for the period of time the authorized technician is scheduled for service and while the authorized technician is on Your property servicing Your Covered Product.If the technician determines that repair services must be performed at a service center, You may be required to ship/transport the Covered Product to a service center designated by the Administrator. In such circumstances, We will reimburse You for the shipping/transportation charges as part of the Claim. In-Home/On-Site Service will be provided by a service provider authorized by Us during regular business hours, local time, Monday through Friday (except holidays).
2. **Depot Service** - We will pay for the packaging and postage costs required to ship Your Covered Product to and from a depot center designated by the Administrator.
3. **Mail-In/Carry-In Service** – The Administrator will provide You with all of the information and directions necessary to mail or deliver the Covered Product to an authorized service center. NOTE: for Mail-In or Carry-In Service, You are responsible for transporting or shipping Your Covered Product to and from the authorized service center at Your own expense unless indicated otherwise on the Confirmation Page. If the Covered Product then has to be shipped to another authorized location, the Administrator will pay for the shipping costs to and from such authorized location.

If the Administrator authorizes service for Your Covered Product, and the authorized service center/technician determines that the cause or nature of the problem is excluded from coverage under the Service Plan's exclusions (set out below), or is unable to detect

any problem with the Covered Product, We may at our sole discretion hold You responsible for all costs associated with the diagnosis and repair, including shipping costs.

INTERNATIONAL SERVICE – Worldwide coverage for Your Covered Product is available outside the manufacturer's warranty when You travel overseas. Contact the Administrator at 1-877-773-1941 to obtain detailed instructions and a repair authorization number prior to work being done. Note: International Service does not include In-Home/On-Site service. You must be a resident of Canada and be traveling overseas to be eligible for International Service.

LIMIT OF LIABILITY:

1. **Product Claim Limit of Liability:** For any one Covered Product, the maximum amount We will pay under this Service Plan for a single Claim is shown on the Confirmation Page.
2. **Aggregate Claim Limit:** In the aggregate, the total amount We will pay for ALL Claims pursuant to this Service Plan shall not exceed the Aggregate Claim Limit shown on the Confirmation Page. If this limit is reached, Your Service Plan will end and We will have no further obligations to You under this Service Plan.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS):

SPECIFIC EXCLUSIONS RELATED TO THE COVERED PRODUCT (IF ANY) ARE INDICATED WITH THE PRODUCT. THE EXCLUSIONS BELOW APPLY TO ALL COVERED PRODUCTS. THIS SERVICE PLAN DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- a. Any Claim submitted during any Waiting Period shown on the Confirmation Page;
- b. A pre-existing condition known to You ("pre-existing condition" refers to a condition that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Product before the Contract Start Date);
- c. Any Claim for service to or replacement of the Covered Product that the Administrator has not authorized in advance;
- d. Failure or damage of non-operational components such as but not limited to: case or body housings and frames, wheel covers, cabinetry and cabinet frames, decorative finishing, door liners, glass, handles, knobs, masks, racks, rollers or wheels, shelves, drawers, and cosmetic damage that does not impede the functionality of the Covered Product;
- e. Any Covered Product that Our authorized service technician determines has had its serial numbers removed or altered;
- f. Initial delivery or installation costs associated with the purchase of Your Covered Product;
- g. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion, or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- h. Breakdown or damage that is covered under any other insurance, warranty, guarantee, or service contract;
- i. Any merchandise that has been used by a business, enterprise, or education institution, or for any commercial or organizational purposes;
- j. Any work that cannot be performed safely;
- k. Correction or upgrade of the Product or System in order to comply with federal, provincial, or territorial law, when no operational failure has occurred;
- l. Abuse (meaning, the intentional mistreatment of a Covered Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to a Covered Product;
- m. Theft or mysterious disappearance, unforeseen disappearance, or vandalism of or to the Covered Product;
- n. Rust, corrosion, warping, bending, animals, animal inhabitation, or insect infestation;
- o. Operation outside the manufacturer operational or environmental specifications;
- p. Product upgrades;
- q. Damage to computer hardware, software, or data arising or resulting from causes including but not limited to: viruses, programs, or applications (malicious or otherwise), encryption (authorized or unauthorized), network drivers, source code, object code, proprietary data, or any support, configuration, installation, or reinstallation of any software or data;
- r. Unauthorized access to or modification of any Covered Product or part or component thereof, including integrated computers and computer software, whether physically or remotely, by any third party, including but not limited to hacking, malicious software, or any modification to or alteration of computer software outside of the manufacturer's original purpose;
- s. Any consumer replaceable items designed to be replaced over time during the life of a Covered Product, including but not limited to lamps, bulbs, housings, fuses, fluids, hoses, batteries, belts, connectors, filters, bags, lint screens, adaptors, and remote controls not sold separately;

- t. Improper removal or installation of replaceable components, modules, parts, or peripherals, and/or installation of incorrect parts;
- u. Periodic or preventative maintenance;
- v. Failure to perform manufacturer's recommended maintenance; operation or storage of the Covered Product in conditions outside manufacturer specifications; use of the Covered Product in a manner that would void coverage under the manufacturer's warranty; or use of the Covered Product in a manner inconsistent with its design or manufacturer's specifications;
- w. Adjustment, manipulation, modification, removal, or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by Us;
- x. Any kind of manufacturer recall or rework order on the Covered Product which the manufacturer is responsible to provide, regardless of the manufacturer's ability to pay for such repairs.

IN ADDITION, 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 COVERED PRODUCT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS OR COMPONENTS.

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE PLAN. WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY BEFORE SUBMITTING YOUR COVERED PRODUCT FOR SERVICING PURSUANT TO THIS SERVICE PLAN.

TRANSFERABLE: Coverage under this Service Plan may be transferable as indicated on the Confirmation Page.

CANCELLATION:

You may cancel this Service Plan at any time by informing the Administrator of Your cancellation request.

IF YOU CANCEL THIS Service Plan:

1. Within 60 days of the Contract Start Date, We will refund You 100% of the Contract Fee, minus any Claims We paid.
2. After 60 days from the Contract Start Date, We will refund a percentage of the Contract Fee proportionate to the time remaining on Your Service Plan, minus any Claims We paid.

If We do not pay or refund the portion of the Contract Fee to which You are entitled within thirty (30) days after We received Your cancellation request, We will add an extra 10% to Your refund for every thirty (30) days the refund is not paid by Us.

NOTICE: If You cancel this Service Plan during a time in which there are unpaid Contract Fee charges due from You; regardless of whether such payments are currently due or overdue, We reserve the right to deduct any or the entire portion of any such unpaid amounts from Your refund, if any. If Your calculated refund results in You owing Us payment for services provided in advance of Our receipt of Your due Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Contract Fee. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill.

WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Your non-payment of the Contract Fee;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Product or its use.

If We cancel this Service Plan, We will provide You written notice at least 30 days before the effective cancellation date. We will send such notice to Your current email or mailing address in Our file, with the reason for and effective date of such cancellation. If We cancel this Service Plan, We will refund Your Contract Fee based upon the same criteria as above.

INSURANCE:

This is not an insurance policy, except in British Columbia and Alberta; it is an Service Plan. We have issued to the Administrator a contractual liability insurance policy to insure the Administrator's performance under this Service Plan.

DISPUTE RESOLUTION:

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Service Plan, or breach thereof, will be settled by binding arbitration (unless prohibited by applicable law or regulation) in accordance with and subject to the Ontario *Arbitration Act*, SO 1991, c. 17, any regulations thereto, or any equivalent provincial or territorial legislation in the jurisdiction in which the Covered Product was purchased, and to the

ADRIC Arbitration Rules of the ADR Institute of Canada. You and We both agree to give up the right to resolve a controversy or claim by a judge and/or jury. We will pay all arbitration filing fees and pay the arbitrator's fees and expenses, unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any Canadian court of competent jurisdiction. Prior to filing any arbitration, You and We agree to seek to resolve any dispute under this Service Plan by mediation. We will pay all mediator fees and expenses at Our own expense.

FOR BRITISH COLUMBIA RESIDENTS ONLY: Disclosure notice required under the *Financial Institutions Act*:

The British Columbia *Financial Institutions Act*, RSBC 1996, c. 141, requires that the information below be provided to You in writing before You enter this financial transaction:

- This Service Plan is a transaction between You and Starr Insurance & Reinsurance Limited.
- In arranging and for the purpose of this transaction, the person or entity selling this Service Plan to you (the "Dealer") represents Starr Insurance & Reinsurance Limited.
- The Dealer holds no other interest in Starr Insurance & Reinsurance Limited.
- Starr Insurance & Reinsurance Limited has no other interest in the Dealer.
- Upon completion of this transaction, Starr Insurance & Reinsurance Limited will pay the Dealer a fee out of the purchase price of the Service Plan.
- The *Financial Institutions Act* prohibits Starr Insurance & Reinsurance Limited, the Dealer, or anyone acting for them or on their behalf from requiring You as a condition of this transaction to transact additional or other business with them, or with any other financial institution, person, or entity.

- **QUEBEC RESIDENTS ONLY: a French version of this Service Plan is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan de service sur les produits et la version française est disponible sur demande.**