

Terms & Conditions

This Plan applies exclusively to the item(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan, and sold in Canada. This is NOT a valid Plan unless and until a numbered Plan Number page is attached, indicating the Plan number, covered product, and Plan owner information.

Terms:

Throughout this document the following words (whether capitalized or not) have the defined meaning as set out below. "Your," refer to the Customer on the declaration page, "We", "Us", "Our" refers to SAL Marketing Inc. in all provinces except for the province of Quebec, and refers to IAP Marketing in the province of Quebec. "Administrator" refers to WGI Service Plan Division Inc. (a.k.a. W3 Solutions). "Plan" refers to the coverages under these various programs as defined herein.

We agree with the purchaser of the product(s) and this Plan (You), to cover manufacturer's defects in materials and workmanship that are the result of normal usage for a period specified on your sales receipt and/or P3 Contract, subject to a maximum combined coverage period of five (5) years from the original date of purchase for all eligible products covered. The Plan covers eligible products purchased, including its accessories, as new and manufactured for use in Canada, which at the time of purchase included a Manufacturer's original warranty valid in Canada providing minimum coverage of ninety (90) days for parts and/or labour. The Plan begins on the expiry date of the Manufacturer's warranty and is between Us and You.

This Plan pays for parts and labour for functional parts; functional parts are those that are critical to the performance of the product's essential function; non-functional parts are those that are not critical including but not limited to knobs, handles or cosmetic parts. We will repair or replace the unit or any parts thereof, as required, subject to these terms and conditions.

We are not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product. Should You have purchased an exchange Plan as indicated on your receipt We will direct you to the location to exchange the Covered Product. You may be required to ship the Covered Product to a designated location before being able to receive Your replacement.

General Conditions:

Along with the wording of the original equipment manufacturer's warranty, the following terms and conditions will apply:

- a. This Plan does not cover failure as a result of: normal wear and tear, deterioration of consumable parts including but not limited to gaskets and seals, jacks, misuse, abuse, rust or corrosion, spilled liquids or foreign objects found inside the equipment; repair of damage or food loss caused by accident, theft, fire, flood, acts of God, other conditions arising from force majeure, external causes such as, but not limited to blown fuses, inadequate electrical power, water and gas lines beyond the equipment, plugged drains, hard water, or any use of the product not authorized or covered by the manufacturer.
- b. Should it be discovered that a blown speaker has been subjected to abuse, excessive power or distortion (i.e. excessively burnt, bent or separated voice coils); torn or punctured cones, spiders and surrounds; or other signs of misuse or neglect the claim will be denied.
- c. The maximum liability of this Plan for product replacement shall not exceed the original purchase price for the product. Should primary insurance be available, then this Plan provides secondary coverage only to the extent not covered by the primary policy
- d. We reserve the right to repair or replace the Covered Product with a comparable feature model of like kind and quality. Product replacement under this Plan will fulfill this agreement in its entirety and will discharge all further obligations under this Plan and the Plan shall terminate.
- e. Replacement parts used will be new, refurbished or non-original manufacturer's parts that perform to the factory specifications of the product at our option.
- f. This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, porcelain, glass or plastic, dents, scratches, chips, breakage, loss, rust or peeling. g. Plan coverage is provided for personal use of products only. Products used for commercial purposes are excluded from coverage, with the exception of office products which includes: printers, desktop computers,
- g. Plan coverage is provided for personal use of products only. Products used for commercial purposes are excluded from coverage, with the exception of office products which includes: printers, desktop computers, laptop computers, monitors, and other computer peripherals. Also, camera equipment may be covered for commercial purposes if You purchased coverage for commercial use as indicated on your Plan Number page. H. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the Covered Product are not covered by this Plan.
- i. If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, You will be responsible for all costs incurred.
- J. Replacement of light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums or any other products with a pre-determined life expectancy are excluded. Batteries are considered a consumable item and are therefore excluded from coverage under this Plan.
- K. Charges incurred for the following items are not covered by this Plan: set up or installation, reformatting of hard drives and diskettes, system and software configuration or data recovery.
- I. Any loss occurring during the manufacturer's plan is excluded and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan is excluded.
- $m.\ We\ as\ well\ as\ all\ affiliated\ companies\ are\ released\ from\ all\ liability\ due\ to\ indirect,\ consequential\ or\ incidental\ damages.$
- n. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- o. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan except for costs related to installation and/or reinstallation of car audio products that have been professionally installed.
- p. Upon approval by Us, this Plan is transferable; to a subsequent owner, or a new product if the Covered Product was replaced by any party other than Us.
- q. You may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. We may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product or commercial use of the product. Please also note that in the case of tablet products this Plan applies strictly to those tablets manufactured and distributed by Apple, Samsung, Motorola, and RIM, in any case where a Plan has been sold on a non-covered tablet or other product said Plan will be refunded. In the event of cancellation by Us (except for non-payment), We will provide the Plan owner with a pro-rata refund.
- r. Any loss or subsequent loss(es) resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
- s. You are entitled to onsite service for warrantable defects on eligible products only if the unit is located within 80 km of an authorized service centre, if said eligible product is a television onsite service is restricted to units in excess of 32". In the case where a product falls outside of the designated radius or is ineligible for onsite service for any other reason, it will be the sole responsibility of You to arrange for transportation of the unit to an authorized service centre at Your cost. This Plan also requires that a person who has reached the age of majority be present at all times during an onsite service call.
- t. In the event that a Covered Product is damaged by lightning or a power surge coverage under this Plan will apply, excluding software or data, in excess of any other insurance policy in force at the time the damage occurred provided proof that an approved power surge protector was in use at the time of damage (excluding all electrical appliances), and any additional conditions included herein.
- u. Should parts no longer be available for a warranted product, We shall be excused from performance under this Plan and will refund You the cost of the Plan. We are not liable for any service delays that are not within our control.

Others:

- a. We will make every attempt during the troubleshooting process to confirm whether the problem is related to hardware or software failure. If after service is performed, it is determined that the cause of the problem was software related including, but not limited to, software errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, computer games, peripheral equipment, internet access, or USB devices, You will be responsible for all costs incurred.
- b. This Plan provides pixel coverage for video display products should a minimum of 10 pixels become inactive or active in the viewing area. This coverage excludes all incidents of burn-in regardless of manufacturer coverage.
- c. "Lemon Aid" Policy While covered under this Plan and after the product requires covered service on three (3) separate occasions for the same component and this component requires a fourth repair, as determined by our authorized service centre. We will replace the product with a product of comparable performance, the value of which may not exceed the original purchase price. Authorized service repair receipts from three (3) separate repair incidents must be sent to Us in order to qualify for replacement. Product failures must be covered by the terms and conditions of this Plan.

We are not obligated to renew your Plan. The "Lemon Aid" Policy does not apply under renewal coverage terms.

- d. In the event of mechanical failure of a freezer covered by the terms and conditions of this Plan which causes spoilage of frozen foods We will refund the amount of the actual loss to a maximum of \$250.00 during the term of this Plan.
- e. If exchange coverage was purchased which is specified on your bill of sale and/or Plan your product will be replaced if the failure is covered by the Plan's terms and conditions. We require that the defective product be shipped to Us for fault verification prior to replacement. Replacement terms in General Conditions (c) apply.
- If date of purchase coverage was purchased which is specified on your bill of sale and/or Plan all coverage enhancements of the Plan will be applicable throughout the coverage period including the period during the manufacturer's warranty.
- g. Should You have purchased Accidental Damage Protection as indicated on Your proof of purchase, You shall be entitled to service during the term of this Plan for accidental damage from drops or spills resulting in functional issues with the covered Product. You are responsible to pay a deductible of \$75 for any claim made under the Accidental Damage provisions of this Plan. Payment of the deductible is required before a repair or a replacement is affected for a covered claim.

PRIVACY NOTICE: We will collect and retain all personal information concerning Your Contract and claims. The information will be used for purposes of underwriting, marketing, administration and cancellation of Your Contract and investigation of claims. We will only access Your file on a need to know basis and it will be kept at Our secure location. It can be reviewed and/or rectified by written request. IA Financial Group, its affiliates and their agents may use and share Your personal information with each other so that You can benefit from personalized offers and improved products and services. If You do not wish Your information to be shared within the IA Financial Group, please contact the Administrator.

 $\textbf{Complaints:} \ \textbf{For procedures on how to file a complaint, please visit:} \ \underline{www.diamondkote.com/complaints}.$

Arrange for Service:

To file a claim or for service under the plan please visit www.fileaclaim.ca or call 1-866-913-1350. Pre-approval is required prior to proceeding with a repair or replacement. If pre-approval is not obtained We reserve the right to deny the claim. Please have Your original bill of sale available so We are able to quickly arrange for service by an authorized service provider.