

### **Extended Warranty Plan (EWP) Terms and Conditions**

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 understand the key benefits of the terms and conditions. This Plan is not a contract of insurance. By purchasing this Plan, you are consenting to Securian Canada's<sup>1</sup> collection, use and disclosure of personal information as described below, including its ability to share your personal information with Fairstone Bank of Canada, the seller of this Plan.

**OBLIGOR:** The company obligated under this Plan is as follows: **Securian Canada**., whose address is 1400-25 Sheppard Ave West, Toronto, Ontario M2N 6S6, telephone: 1-844-879-1481. This plan is not available in British Columbia.

#### **DEFINITIONS:**

**"account"** refers to your Walmart Rewards Mastercard card account;

**"account agreement"** refers to the Walmart Rewards Mastercard Cardholder Agreement that governs the terms of issue and use of your card, as such account agreement may be amended, modified, supplemented or replaced from time to time;

**"actual cash value"** refers to the monetary value of a product at the time of loss as determined by the administrator, acting reasonably, and which shall not exceed the cost to replace or repair the product.

**"administrator"** refers to Securian Canada. The administrator can be contacted at: Securian Canada, P.O. Box 914, Station A, Toronto, ON, M5W 1G5;

**"authorized user"** refers to the person to whom a card has been issued under the account at the request and authorization of the primary cardholder;

**"card"** refers to the Walmart Rewards Mastercard credit card issued to you by Fairstone Bank of Canada in connection with an account in which the Plan is in effect;

**"claim"** refers to the verbal or written request by you for a payment with respect to a loss which is covered by this Plan;

**"good standing"** refers to your card account being in good standing for the Plan coverage as long as the payments are not past due ninety-one (91) days and the account is not charged-off, suspended, or in credit-revoked or cancelled status;

**"manufacturer's warranty"** refers to the express written warranty issued by or on behalf of the manufacturer of a product, which is provided with the purchase of the product by the manufacturer with the product. The manufacturer's warranty must be valid in Canada or the United States of America;

**"price"** refers to the actual purchase price charged to the card, including any applicable sales tax;

**"primary cardholder"** refers to the person with whom Fairstone Bank of Canada has entered into an account agreement;

**"product"** or **"products"** refers to the item(s) for personal use (in Alberta, the product must be a personal computer, home entertainment equipment, or a household appliance, excluding air conditioners, furnaces, swimming pool heating units and hot water tanks) that you purchased with the card registered to the account for which this Plan is in effect; for a product to receive coverage under the Plan, the full purchase price must be paid using the card;

**"Replacement Product"** refers to a new or re-manufactured product, or, a product of like kind and quality that performs to the factory specifications of the original product.

**"statement date"** refers to the date indicated on your account statement;

**"we," "us," or "our"** refer to the obligor, as referenced above;

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<sup>1</sup> Securian Canada is the brand name used by Canadian Premier Life Insurance Company and Canadian Premier General Insurance Company to do business in Canada. This plan is underwritten by Canadian Premier General Insurance Company.

“you,” “your,” or “cardholder” refers to the primary cardholder or authorized user.

**PLAN FEE:** A monthly warranty fee of \$4.99 (plus applicable taxes) will be charged to your card in any month with a statement balance of \$10.00 or more at the time your statement prints. If your monthly statement balance is less than \$10.00 at the time your monthly statement prints, a monthly warranty fee will not be charged to your card. Coverage under this Plan continues in any month with a monthly statement balance less than \$10.00 even though no fee is payable with respect to that month. Coverage continues so long as the Plan has not been cancelled, and regardless of whether the account is carrying a balance, provided that the account is in good standing.

**WHAT IS COVERED:** This Plan provides similar coverage as provided by the manufacturer’s warranty for the product which was purchased using your card. We will extend the manufacturer’s warranty for a period equal to the length of the manufacturer’s warranty plus one additional year, up to a maximum of three (3) additional years, whichever is lesser, to a maximum total warranty period of eight (8) years on most products purchased with the card, as long as there is a manufacturer’s warranty on the product. The coverage commences immediately following the expiration of the manufacturer’s warranty.

**NOTE:** Products with an underlying manufacturer’s warranty with a term in excess of five (5) years are not eligible for this Plan.

**For Example:**

Manufacturer’s Warranty Period	Extended Warranty Period	Total Warranty Period
One Year	Two Years	Three Years
Three Years	Three Years	Six Years
Five Years	Three Years	Eight Years

**TO MAKE A CLAIM / HOW IT WORKS:** If your product fails, call customer service at **1-844-879-1481** between the hours of 8:00 a.m. to 6:00 p.m. Eastern to process your claim.

When filing a claim, you may be asked to provide information confirming your purchase of the product and information relating to the nature of the claim, including, but not limited to:

- Your name, address and telephone number;
- the last four digits of the account number used to purchase the product;
- original sales receipt and/or other evidence reflecting purchase;
- description of the product and nature of failure;
- date, place, and cause of the failure if known;
- estimate of repair cost from a manufacturer’s authorized service centre;
- serial number of the product;
- original warranty booklet/wording if available; and
- other documentation/proof reasonably required by us.

Upon receipt of the required documentation, we will contact you with our decision regarding the claim and, where applicable, authorization to proceed with repairs at an authorized repair facility.

We may require you to send the product under claim for a failure to an address designated by us.

**NOTE:** If you have incurred a loss covered under the Plan, you must provide us with notice of your claim prior to proceeding with any repairs or other actions by contacting us within forty-five (45) days from the date you first became aware of the loss.

**COVERAGE EFFECTIVE AND EXPIRATION DATES:** Your coverage is effective under this Plan when the administrator receives and approves your request for enrolment from Fairstone Bank of Canada. Your coverage is effective with respect to an eligible purchased product upon the expiration of the manufacturer’s warranty for the product.

Your coverage expires on the earliest of the following:

- a. the date your account is closed or no longer in good standing\*;
- b. the date the Plan is cancelled, however, we will remain liable for a claim if the failure occurred prior to the effective termination date of the Plan and the claim is otherwise valid;
- c. the next Walmart Rewards Mastercard card statement date following your notification or request for cancellation;
- d. the date of your death;
- e. the date you reside in British Columbia or are no longer a resident of Canada.

**\*Note:** If your account is not in good standing, your enrolment in the Plan will be cancelled effective as of the date your account ceases to be in good standing. Once you bring your account back into good standing, your enrolment in the Plan will automatically be reinstated effective as of the first day after your next account statement date, and all terms and conditions of the Plan in effect on your reinstatement date will apply.

**LIMIT OF LIABILITY:** The maximum aggregate lifetime benefit per cardholder is unlimited.

On a per claim basis, you are entitled to receive from us the least of the following benefits:

- 1) the cost of repairs;
- 2) a replacement product;
- 3) the actual cash value of the product;
- 4) the replacement cost of the product; or
- 5) the price you paid for the product.

In the event that the total of all authorized repairs exceeds the purchase price paid for the product, or we have reimbursed you as described above, we shall have fulfilled all of our obligations under this Plan for that product.

Claims for products belonging to a pair or set will be settled and paid for at the price of the pair or set, provided the parts of the pair or set are unusable individually and cannot be replaced individually. Where parts of the pair or set are usable individually, liability of the Plan Provider will be limited to payment equal to the proportionate part of the price that the number of failed parts bears to the number of parts in the complete pair or set. We, in our sole discretion, may elect to: (a) repair, rebuild or replace the product (whether wholly or in part), upon notifying you of our intention to do so within ten (10) days following our receipt of all the necessary proof-of-loss materials as required by us; or (b) pay the actual cash value for the product, subject to the exclusions, terms and limits of liability as stated in this Plan.

**MANUFACTURER'S RESPONSIBILITIES:** Parts and services covered during the manufacturer's warranty period are the sole responsibility of the manufacturer.

#### **WHAT IS NOT COVERED:**

This Plan does not provide coverage for any product that:

- 1) does not have a manufacturer's warranty;
- 2) Has a manufacturer's warranty that exceeds 5 years;
- 3) has a lifetime warranty.

No claim will be payable for a product due to:

- 1) wear and tear (including damage to sports equipment during course of use);
- 2) gradual reduction in operating performance;
- 3) negligence, misuse and/or abuse;
- 4) improper installation or alteration;
- 5) incidental or consequential damages, including bodily injury, property damages, economic loss, punitive or exemplary damages and legal costs;
- 6) inherent product defects, such as a design flaw that results in a product recall;
- 7) damage that is cosmetic or aesthetic in nature and does not affect the normal performance or life expectancy of the product, such as but not limited to, warping or rusting;
- 8) damage caused by your failure to provide the manufacturer's recommended maintenance;
- 9) loss and/or theft of the product;
- 10) fraud, illegal activities or wilful acts or omissions of the cardholder, or confiscation of a product by authorities;
- 11) damage which is not reported within forty-five (45) days after expiration of this plan;
- 12) breakdowns as a result of war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout or civil commotion;

- 13) "no problem found" diagnosis or failure to follow the manufacturer's instructions;
- 14) any damage to recording media including any software programs, data, or configuration/setup information resident on any mass or non-operating part information storage devices as a result of the malfunctioning or damage of an operating, or as a result of any repairs under this plan;
- 15) loss or damage during the manufacturer's stated warranty period which is not covered due to the
  - a. manufacturer not providing coverage, or
  - b. manufacturer's inability to provide coverage for any reason;
- 16) contamination and electromagnetic radiation; and
- 17) breakdowns not covered by the original manufacturer's warranty.

No claim can be made with regard to the following products:

- 1) tires, automobiles, motorboats, aircraft, motorcycles, motor scooters and other motorized vehicles and parts and accessories thereof;
- 2) perishable items, living things, negotiable instruments, rare or precious objects;
- 3) services of any kind, including installation, or labour charges;
- 4) ancillary costs incurred in respect of a product and not forming part of the price;
- 5) used or pre-owned items including demos and open-box merchandise;
- 6) any item purchased by and/or used for a business or commercial purpose;
- 7) parts designed to be replaced periodically during the lifetime of a product such as, but not limited to, batteries and lamps/bulbs;
- 8) dealers' and assemblers' warranties or guarantees;
- 9) products with altered or missing serial numbers;

**TRANSFER:** This Plan is not transferrable.

**CANCELLATION:** In all provinces and territories, your participation in this Plan is voluntary and you may cancel this Plan at any time and for any reason by contacting Securian Canada at 1-844-879-1481 or by writing to:

Securian Canada  
P.O. Box 914  
Station A  
Toronto, ON

M5W 1G5. If the Plan is cancelled by us, Fairstone Bank of Canada or you: (a) within the first thirty (30) days of the receipt of this Plan, you shall receive a full refund, credited to your Walmart Rewards Mastercard account, of any fees paid for the Plan if applicable; or (b) after thirty (30) days of the receipt of this Plan, no refund shall be due to you. This Plan shall be cancelled by us or the Fairstone Bank of Canada at any time for any reason. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than thirty (30) days before cancellation is effective.

**PROTECTING YOUR PERSONAL INFORMATION:**

At Securian Canada, we recognize and respect the importance of privacy. For a comprehensive look at the privacy policies that govern our collection, use, and disclosure of your personal information, you can find our Privacy Code at: <http://www.securiancanada.ca/privacy-statement/>.

When you apply for coverage, we establish a confidential file that contains your personal information. This file is kept in the offices of Securian Canada or the offices of service providers authorized by Securian Canada. You may exercise certain rights of access and rectification with respect to the personal information in your file by sending a request in writing to Securian Canada. Securian Canada may use service providers to perform certain administrative functions. Unless otherwise prohibited, these service providers may be in, or your personal information may be stored on servers located in, other provinces in Canada or in countries outside Canada, and your personal information may be subject to the laws of those other provinces or countries.

We limit access to personal information in your file to Securian Canada or Fairstone Bank of Canada staff or persons authorized by Securian Canada who require it to perform their duties or services, to persons to whom you have granted access, and to persons authorized or permitted by law. Your personal information may be disclosed where required by law, including where required by foreign laws applicable to our service providers located outside of Canada. Personal information that we collect will be used and disclosed for the purposes of confirming your identity, determining your eligibility for coverage, processing your Application, administering and servicing the extended warranty plan; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements, and as set out in our Privacy Code. This includes investigating and assessing claims, and creating and maintaining records concerning our relationship.

Securian Canada may collect information from and share information with Fairstone Bank of Canada and other third parties, including healthcare practitioners, medical institutions, employers, investigative agencies, and insurance companies in order to provide you with coverage and to review any claim. Securian Canada may share information with Fairstone Bank of Canada including whether this coverage was approved, declined or otherwise terminated, information regarding claims (including information collected Securian Canada during claims investigations and assessment), and information relating to complaints or litigation initiated by you or Securian Canada in connection with this extended warranty plan. If you have questions about our personal information policies and practices (including with respect to service providers), write to Securian Canada's Privacy Office at PO Box 914, Station A, Toronto, Ontario M5W 1G5, call 1-888-968-4155, or refer to the Privacy Code referenced above.

**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:**

This Plan is not available in British Columbia.

The following province or territory variations shall control if inconsistent with any other provisions:

In Alberta, Manitoba, New Brunswick, Nova Scotia, Ontario, and Saskatchewan, 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 obligor has fifteen (15) days to refund your money (if applicable).

To cancel, you must give notice of cancellation at the address of the administrator listed in the Cancellation provision of this Plan. 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 1-844-879-1481.

Administered by:

Securian Canada, P.O. Box 914, Station A, Toronto, ON, M5W 1G5