

**From:**  
**Sent:**  
**To:**  
**Subject:** Your [Bowflex™] [Nautilus™] [Schwinn Fitness™] Protection Plan

Dear [CUSTOMER FIRST LAST NAME],

Thank you for your recent purchase of the [Bowflex™] [Nautilus™] [Schwinn Fitness™] Protection Plan! We hope you enjoy your new extended warranty contract with the added comfort and protection it provides.

Attached is your important extended warranty terms and conditions document (the “Contract”), and this email is to serve as Your “**Contract Purchase Receipt**” that is referenced within Your Contract document. Please confirm the following is correct, and be sure to read your attached Contract document carefully.

- **Your Contract Number is:**
- **Contract Purchase Date:**
- **Contract Purchase Price:**

• <b>Contract was Purchased:</b>	[Concurrently with covered product] [Separately from covered product ( <i>covered product was purchased previously, within 90 days of the “Contract Purchase Date” shown above</i> )]
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• <b>Deductible:</b>	<b>\$0.00</b>
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• <b>Coverage Provider &amp; Administrator:</b>	Guardsman Warranty Corp. of Canada, ULC 421 7 <sup>th</sup> Avenue S.W., Suite. 1700, Calgary, Alberta T2P 4K9 1-888-257-9258
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• <b>Purchaser:</b> (“You”, “Your”)	[NAME] [ADDRESS] [CITY], [PROVINCE] [POSTAL CODE] [TELEPHONE] [EMAIL ADDRESS]
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If You require any assistance, please feel free to contact us toll free at 1-888-257-9258.

Thank You,

Customer Service

*This is an informational email ONLY Please DO NOT respond.*

## TERMS & CONDITIONS

**Thank you** for purchasing the Bowflex™ Protection Plan, Nautilus™ Protection Plan, or Schwinn Fitness™ Protection Plan!

The information contained in this important terms and conditions document (the “**Extended Warranty Contract**”, “**Contract**”) is intended to be Your guide to know what is covered and how coverage works under Your Contract. If You ever need assistance regarding Your Contract, call the Administrator toll free at 1-888-257-9258.

Be sure to keep this Contract document and Your Contract Purchase Receipt together, as You will need them to verify Your coverage in event of a Claim.

## DEFINITIONS

*Throughout this Extended Warranty Contract, the following capitalized words have the stated meaning –*

1. **“We”, “Us”, “Our”**: the party or parties obligated to provide service under this Extended Warranty Contract as shown in the “SPECIAL JURISDICTIONAL REQUIREMENTS/AMENDATORIES” section and applicable to Your province/territory).
2. **“Administrator”**: the entity responsible for administering benefits to You in accordance with the Extended Warranty Contract terms and conditions, Guardsman Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Ste. 1700, Calgary, Alberta T2P 4K9.
3. **“Retailer”**: the merchant authorised by Us to sell this Extended Warranty Contract to You, who is the manufacturer or manufacturer’s direct distributor of the Equipment that is to be covered.
4. **“You”, “Your”**: the original individual consumer that purchased this Extended Warranty Contract who is to receive the coverage provided hereunder.
5. **“Covered Equipment”, “Equipment”**: the eligible item that meets the “EQUIPMENT ELIGIBILITY” requirements outlined below that is/are covered under this Extended Warranty Contract.
6. **“Contract Purchase Receipt”**: the receipt document (paper or e-mail) provided to You as proof of Your Contract purchase that confirms the Term, Deductible and purchase date of Your Contract.
7. **“Equipment Purchase Price”**: the amount paid by You for the Covered Equipment (excluding any applicable taxes and/or fees), as confirmed on Your Contract Purchase Receipt.
8. **“Contract Purchase Price”**: the amount paid by You for the Extended Warranty Contract (excluding any applicable taxes and/or fees), as indicated on Your Contract Purchase Receipt.
9. **“Claim”**: a demand for payment in accordance with this Contract sent by You to the Administrator or Us.
10. **“Failure”**: the mechanical or electrical breakdown of the Covered Equipment occurring during normal use, resulting in its inability to function properly as originally designed and intended, that is caused by defects in materials and workmanship; provided You have ensured all proper care and maintenance as described in the Equipment manufacturer’s assembly and/or owner’s manual.
11. **“Power Surge”**: damages to the Equipment resulting from an oversupply of voltage to Your Equipment 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 Equipment to a power source. POWER SURGE IS NOT COVERED IN BRITISH COLUMBIA, NEW BRUNSWICK, NOVA SCOTIA, OR YUKON TERRITORY.
12. **“Deductible”**: the amount You are required to pay, per Claim, prior to receiving services under this Extended Warranty Contract. NO DEDUCTIBLE PAYMENT IS REQUIRED.
13. **“Term”**: the period of time in which the provisions of this Extended Warranty Contract are valid, as indicated on Your Contract Purchase Receipt.

## TERRITORY

THIS EXTENDED WARRANTY CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN CANADA ONLY. (NOTICE: all United States of America, including its territories, are expressly EXCLUDED).

## EQUIPMENT ELIGIBILITY

**To be eligible for coverage under this Contract, the product must:**

- ✓ Be a genuine Bowflex™, Nautilus™ or Schwinn Fitness™ product that is manufactured and intended for use in the valid territories as listed in the TERRITORY section above;
  - ✓ Be purchased as brand-new from an authorised Retailer, and come with a manufacturer’s original equipment parts and/or labour warranty;
  - ✓ Be solely intended for routine, personal/residential use and not for any commercial capacity (such as business, rental, institutional, educational, or any other non-residential/personal use); and
  - ✓ Not be covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as this Extended Warranty Contract.
- Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment are not eligible for coverage.

## YOUR RESPONSIBILITIES

**MAINTENANCE AND INSPECTIONS:** As specified in the Equipment manufacturer’s assembly and owner’s manual, You are required to ensure all of the care, maintenance, and inspections for the Equipment is performed as indicated. ANY FAILURE THAT IS DETERMINED BY US TO BE A RESULT OF NOT PERFORMING THE MANUFACTURER’S STATED CARE AND/OR MAINTENANCE REQUIREMENTS WILL NOT BE COVERED UNDER THIS CONTRACT.

## IMPORTANT EQUIPMENT INFORMATION

If Your original Covered Equipment is ever exchanged by the manufacturer, please notify the Administrator as soon as practicable the make, model, and serial number of the new exchanged product. You can do this by either calling the Administrator at 1-888-257-9258 or by writing to the Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: WCPS-Data Entry (c/o Guardsman Warranty Corp. of Canada). NOTE: in the event of manufacturer or Retailer exchange, the Term of Your originally purchased Extended Warranty Contract remains in effect and does not automatically extend.

## CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Equipment resulting from defined Power Surge** begins on Your Contract purchase date and continues for the Term shown on Your Contract Purchase Receipt.
2. **Coverage for a defined Failure of Your Equipment** begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labour warranty and continues for the remainder of the Term shown on Your Contract Purchase Receipt.

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**WHAT IS COVERED – GENERAL**

In accordance with the CONTRACT TERM-EFFECTIVE DATE OF COVERAGE described above, in the event of a covered Claim, this Extended Warranty Contract provides for the necessary labour and/or parts that are required to repair Your Equipment, or at Our sole discretion, a replacement product or reimbursement, in lieu of repair.

- **About Labour Coverage:** For covered labour Claims, this Contract covers the labour costs associated with the removal of defective parts and installation of the replacement parts provided under the manufacturer's warranty; *initial Equipment assembly and any type of maintenance services are not covered.*
- **About Parts Coverage:** For a covered parts Claim, this Contract covers the cost of parts, and the *labour costs associated with the installation of such parts* is only covered at the Administrator's sole discretion (see "PLACE OF SERVICE" and "HOW TO FILE A CLAIM" sections for full details). *Initial Equipment assembly or any type of maintenance services are not covered.*

**IMPORTANT DISCLOSURES REGARDING WHAT IS COVERED IN GENERAL:** Coverage described in this Extended Warranty Contract does not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

ALL COVERAGE PROCLAIMED UNDER THIS EXTENDED WARRANTY CONTRACT IS EXPRESSLY SUBJECT TO THE "LIMIT OF LIABILITY" AND "EXCLUSIONS" PROVISIONS.

- **About Repairs:** When provided, parts used to repair the Covered Equipment may be new, used, or refurbished manufacturer parts that perform to the factory specifications of the original Equipment.
- **About Replacements:** If We determine Your original Covered Equipment cannot be repaired, We will make every reasonable effort to replace the defective Equipment with one of the same model/features; however, We reserve the right to replace the original Covered Equipment with one of equal or similar features and functionality, and We cannot guarantee that such replacement will be the same model, series or color as Your original Covered Equipment. Technological advances may also result in a replacement product that has a lower MSRP/selling price than Your original Covered Equipment, and this Contract does not provide for any reimbursement based on any such product cost difference. Any parts or Equipment replaced under the provisions of this Contract will become Our property entirely. Replacement products are ineligible for continued coverage under Your original Contract (however, You may be able to purchase a new Extended Warranty Contract for your replacement product based on current product eligibility and coverage availability).
- **About Reimbursements:** If We decide to provide You with reimbursement, such will not exceed the amount equal to Your original Product Purchase Price, at Our sole discretion.

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**ADDITIONAL BENEFITS**

*(No separate election/purchase is required; coverage is limited to the Covered Equipment only.)*

1. **POWER SURGE:** In addition to coverage for a defined Failure, this Extended Warranty Contract also provides coverage for sustained damage to the Covered Equipment as a result of a defined Power Surge covered Claim. *Limited to damage sustained to the Covered Equipment only; see "WHAT IS COVERED" for how coverage will be provided.* POWER SURGE IS NOT COVERED IN BRITISH COLUMBIA, NEW BRUNSWICK, NOVA SCOTIA, OR YUKON TERRITORY.
2. **NO LEMON GUARANTEE:** This Extended Warranty Contract has an embedded benefit that consists of the following: if, within any consecutive twelve (12) month period, Your Covered Equipment has three (3) repairs covered under this Contract for the same problem and a fourth (4th) repair is required for the same covered problem, We will replace Your original Equipment with one of like kind and quality, but not necessarily same model or color, or provide You with reimbursement for a replacement.

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**HOW TO FILE A CLAIM**

**IMPORTANT:** The submission of a Claim does not automatically mean that the damage to or breakdown of the Equipment is covered under Your Contract. In order for a Claim to be considered, You have to contact the Administrator first for Claim approval and repair order number.

COMPLETE THE FOLLOWING STEPS TO HAVE YOUR CLAIM CONSIDERED UNDER THIS CONTRACT:

1. Call toll-free 1-888-257-9258 with Your Contract Purchase Receipt readily available (calls can be made 24/7).
2. Explain the problem Your Equipment is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim.

**IT IS VERY IMPORTANT THAT YOU PROVIDE FULL DETAILS AND A COMPLETE DESCRIPTION OF THE PROBLEM YOUR EQUIPMENT IS EXPERIENCING; INCLUDING ANY PICTURES, SO THAT THE ADMINISTRATOR CAN DETERMINE THE BEST COURSE OF ACTION TO GET YOUR EQUIPMENT FUNCTIONING PROPERLY AGAIN.**

*REFER TO THE "PLACE OF SERVICE" SECTION BELOW FOR FURTHER DETAILS.*

3. After confirmation of Claim eligibility under Your Contract, the Administrator will issue a repair order number and provide You with additional information regarding what to expect next.

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Extended Warranty Contract.

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**PLACE OF SERVICE**  
**(HOW COVERED SERVICE WILL BE PROVIDED)**

The following is determined at the Administrator's sole discretion; as deemed appropriate for the particular problem Your Equipment is experiencing and based on the explanation You have provided when initiating the Claim. All Claims submitted in accordance with this Contract are handled individually; the place of service provision that applies to one Claim may not necessarily apply to another Claim.

1. If the Administrator determines that the covered Failure or Power Surge damage can be remedied with the replacement of parts or components, We will pay for the necessary parts/components as well as the cost of shipping such parts/components to You. *(NOTE: In this case, the installation of such parts/components is Your responsibility and is not covered under this Contract.)*

2. If the Administrator determines that either (a) the covered Failure or Power Surge damage needs repair service from one of Our authorised servicers, or (b) replacement parts/components that were shipped to You did not remedy the problem with Your Covered Equipment, We will dispatch an authorised servicer to Your location and will pay for the associated labour charges and the cost of any additional parts/components required to repair Your Covered Equipment.
3. If the Administrator determines that the covered Failure or Power Surge damage to Your Equipment cannot be remedied by replacement parts/components or on-site repairs by one of Our authorised servicers, We will either (a) provide You with an entire product replacement, or (b) reimbursement for the cost of an entire product replacement. (See "About Reimbursements" and "LIMIT OF LIABILITY" provisions for full details regarding how reimbursements will be handled.)

#### LIMIT OF LIABILITY

The total amount that We will pay for services in connection with all Claims pursuant to this Extended Warranty Contract is up to the original Product Purchase Price of the Covered Equipment. Once the cumulative amount that We have paid – whether for parts/components, repair services (including labour), entire product replacement, or reimbursement – has reached the original Product Purchase Price amount, Our obligations will be considered fulfilled entirely and coverage under Your Contract ends (regardless of whether or not there is remaining time under Your originally purchased Contract Term).

IN ADDITION TO THAT WHICH IS NOTED ABOVE, NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, LOST DATA, OR LOST INCOME/WAGES RESULTING FROM THE FAILURE OF OR DAMAGE TO ANY COVERED EQUIPMENT OR PART/COMPONENT THEREOF, REGARDLESS OF WHETHER SUCH FAILURE OR DAMAGE IS COVERED UNDER THE PROVISIONS OF THIS CONTRACT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR OR REPLACEMENT PARTS/COMPONENTS/ENTIRE PRODUCTS OR THE INABILITY TO PROVIDE EXACT MATCH ENTIRE PRODUCT REPLACEMENTS, OR FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

#### EXCLUSIONS (WHAT IS NOT COVERED)

AS RELATED AND APPLICABLE TO YOUR COVERED EQUIPMENT, THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

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| <p>A) A pre-existing condition known to You ("<i>pre-existing condition</i>" refers to a condition known by you, that within all reasonable mechanical or electrical probability, relates to the mechanical fitness of the Covered Equipment before this Contract was purchased;</p> <p>B) Any Claim related to any type of repair or replacement that was not prior authorised by the Administrator or Us;</p> <p>C) Any Claim related to cosmetic damage (<i>meaning damages or changes to the physical appearance of the Covered Equipment that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish</i>) or structural imperfections (<i>when such do not impair the overall functionality of the Covered Equipment</i>);</p> <p>D) Any merchandise that has been confirmed by Our authorised servicer to have removed or altered serial numbers;</p> <p>E) Servicing of the Equipment in association with a non-covered Claim, or shipping or delivery charges associated with the initial purchase of the Equipment;</p> <p>F) 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, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;</p> <p>G) Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;</p> <p>H) Theft or mysterious disappearance, unforeseen disappearance (loss) or vandalism of or to the Equipment;</p> <p>I) Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;</p> <p>J) Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to or resulting from such;</p> <p>K) Any fitness product that has been confirmed to be used in a commercial, business, educational institution, or industrial capacity;</p> <p>L) Abuse (<i>meaning, the intentional treatment of the Covered Equipment in a harmful, injurious, malicious or offensive manner which results in its damage and/or</i></p> | <p><i>breakdown</i>), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Equipment;</p> <p>M) Any items that are deemed consumer replaceable by the manufacturer and designed to be replaced over time throughout the life of the Equipment; including, but not limited to: fuses, batteries, belts, bulbs and connectors;</p> <p>N) Noises; including but not limited to: squeaks, rattling, humming, and vibrations (<i>UNLESS such is related to a defined Failure or otherwise covered Claim under this Contract</i>);</p> <p>O) Improper removal or installation of any parts/components by You or installation of incorrect parts/components (whether consumer replaceable or provided under the provisions of this Contract) by You;</p> <p>P) Any/all costs associated with routine, periodic or preventative maintenance services;</p> <p>Q) Lack of providing manufacturer's recommended maintenance or operation/storage of the Equipment in conditions outside manufacturer specifications, or use of the Equipment in a manner that would cause the manufacturer's warranty coverage to be void, or use of the Equipment in a manner that is inconsistent with its design, intended purpose, or manufacturer's specifications;</p> <p>R) Adjustment, manipulation, modification, removal of any part/component of the Equipment (<i>UNLESS such was performed by one of Our authorised servicers in association with a covered Claim</i>);</p> <p>S) Any kind of manufacturer recall or rework order on the Equipment that the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs;</p> <p>T) Any Claim related to Power Surge for Contracts purchased in British Columbia, New Brunswick, Nova Scotia, or Yukon Territory; or</p> <p>U) Service or replacement outside of the eligible jurisdictions that are specified in the "TERRITORY" provision on page 1 of this Contract.</p> |
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IMPORTANT: AS APPLICABLE TO YOUR COVERED EQUIPMENT, RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS EXTENDED WARRANTY CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED EQUIPMENT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

IF THE ADMINISTRATOR AUTHORIZES SERVICE FOR A CLAIM ON YOUR EQUIPMENT, AND IT IS THEN DETERMINED BY OUR AUTHORISED SERVICE CENTER/TECHNICIAN TO BE EXCLUDED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT, OR RESULTS IN A "NO PROBLEM FOUND" DIAGNOSIS, YOU MAY BE RESPONSIBLE FOR ALL ASSOCIATED COSTS.

#### OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Extended Warranty Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

## CANCELLATION

You may cancel this Extended Warranty Contract at any time by informing the Administrator of cancellation request. **NOTICE: The following cancellation provisions apply to the original purchaser of this Extended Warranty Contract only. NO CANCELLATION FEES APPLY.**

### **IF YOU CANCEL THIS CONTRACT:**

1. Within 60 days of the Contract purchase date, You will receive a 100% refund of the full Contract Purchase Price paid by You, minus any Claims paid by Us.
2. After 60 days from the Contract purchase date, You will receive a pro-rata refund based on 100% of the Contract Purchase Price paid by You, minus any Claims paid by Us.

### **WE MAY ONLY CANCEL THIS CONTRACT FOR:**

1. Non-payment of the Contract Purchase Price/fee by You;
2. Material misrepresentation by You; or
3. Substantial breach of duties under this Contract by You in relation to the Covered Equipment or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above.

**NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You.**

## RENEWABILITY

The Term of this Contract cannot be renewed.

## TRANSFERABILITY

This Contract cannot be transferred to any other party or item.

## ENTIRE AGREEMENT

This Extended Warranty Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

## SPECIAL JURISDICTIONAL REQUIREMENTS/ AMENDATORIES

Regulation of extended warranty contracts may vary widely depending on the province or territory. Any provision within this Contract that conflicts with the laws of the province/territory in which this Contract was purchased shall automatically be considered to be modified in conformity with applicable provincial/territorial laws and regulations as set forth below. The following provincial/territorial requirements apply if Your Contract was purchased in one of the following provinces and supersede any other provision within Your Contract terms and conditions to the contrary

### **THE FOLLOWING PROVISIONS APPLY TO RESIDENT PURCHASERS OF:**

**ALBERTA, MANITOBA, NEWFOUNDLAND & LABRADOR, NORTHWEST TERRITORIES, NUNAVUT, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC, OR SASKATCHEWAN**

1. The words “We”, “Us”, “Our” refer to the party obligated to provide service under this Contract as the extended warranty contract provider/obligor, as well as handle the administration under this Contract as the extended warranty contract Administrator, who is Guardsman Warranty Corp. of Canada, ULC, 421 7th Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
2. **COMPLAINTS PROCEDURE:** It is always the intention to provide You with a first class service. However, if You are not happy with the service please notify one of Our representatives as outlined on Your Contract Purchase Receipt. We will reply within five (5) working days from when We receive Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We will give You an interim response telling You what is being done to deal with Your complaint, when You can expect a full reply and from whom. In most cases Your complaint will be resolved within four (4) weeks.
- **IN NUNAVUT ONLY** – The following provision is added: “YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER, THE ADMINISTRATOR OR THE OFFICE OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES (Consumer Services-Public Safety Division – Dept. of Municipal and Community Affairs-Government of the Northwest Territories, #600, 5201-50 Avenue, Yellowknife NT XIA 3S9) ORALLY OR IN WRITING.”
- **IN ONTARIO ONLY** – The following provision is added: “YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.”
- **IN QUEBEC ONLY** – The following disclosure is added: “The parties acknowledge that they have requested that this Agreement and all ancillary documents be drawn up in the English language only. Les parties reconnaissent avoir exigé que cette convention ainsi que tous les documents y afférents soient rédigés en anglaise seulement.”



**THE FOLLOWING PROVISIONS APPLY TO RESIDENT PURCHASERS OF:  
 BRITISH COLUMBIA, NEW BRUNSWICK, NOVA SCOTIA, OR YUKON TERRITORY**

1. All references to “Extended Warranty Contract” and “Contract” are deleted and replaced with “Extended Warranty Insurance Policy” and “Policy”; respectively.
2. For the purpose of the Insurance Companies Act (Canada), this document is issued to You by Technology Insurance Company, Inc. (TIC) in Canada. This insurance is provided by TIC (“the insurer”) and its Administrator: Guardsman Warranty Corp. of Canada, ULC, 421 7<sup>th</sup> Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9. TIC is an authorized insurer in all provinces and territories.  
 THE CONTRACT POLICY HOLDER MAY CANCEL THIS POLICY BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.
3. The words “We”, “Us”, “Our” refer to Guardsman Warranty Corp. of Canada, ULC, 421 7<sup>th</sup> Avenue S.W., Suite 1700, Calgary, Alberta T2P 4K9.
4. The definition of “You”, “Your” has been deleted and replaced with the following: “You”, “Your”, “Policy Holder”: the purchaser of this Extended Warranty Insurance Policy who is to receive coverage hereunder.
5. **SANCTION LIMITATIONS** – No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
6. **TIC INSURANCE POLICYHOLDER'S COMPLAINT PROTOCOL:** TIC strives to enhance Your customer experience with Us through superior service and innovative insurance products. We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure Your concerns as Our valued customer are addressed expeditiously by Our representatives. This protocol will assist You in understanding the steps We will undertake to help resolve any dispute which may arise with Our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a TIC representative promptly after the receipt of the complaint.

**IF YOU ARE NOT SATISFIED WITH OUR PRODUCTS OR SERVICES, YOU CAN TAKE THE FOLLOWING STEPS TO ADDRESS THE ISSUE:**

- First, please contact Your Retailer to discuss Your concerns so that they may have the opportunity to help resolve the situation.
- If Your Retailer is unable to help resolve Your concerns, We ask that You provide Us in writing an outline of Your complaint along with Your Retailer's location and Your Policy number to the following:

*Technology Insurance Company, Inc.  
 1145 Nicholson Road, Unit 2,  
 Newmarket, Ontario L3Y 9C3  
 Tel: 1-888-218-1070 / Fax: 1-212-220-7130*

Your complaint will be directed to the appropriate business contact for handling. They will write to You within two business days to acknowledge receipt of Your complaint and to let You know when You can expect a full response. If need be, We will also engage internal staff in TIC who will respond directly to You, and in the last stages, they will issue a final letter of position on Your complaint. In the event that Your concerns are still not addressed to Your satisfaction, You have the right to continue Your pursuit to have Your complaint reviewed by the General Insurance Ombud Service (GIO), who assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at 1-877-225-0446 or [www.giocanada.org](http://www.giocanada.org).

7. **Code of Consumer Rights and Responsibilities** – Insurers are committed to safeguarding Your rights both when You shop for insurance and when You submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between You and Your insurer and the insurance laws of Your province. With rights, however, come responsibilities including, for example, the expectation that You will provide complete and accurate information to Your insurer. Your Policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that Your rights are protected. Right to Be Informed– You can expect to access clear information about Your Policy, Your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet Your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of Changes to, or the cancellation of a Policy within a reasonable prescribed period prior to the expiration of the Policy, if the customer provides information required for determining renewal terms of the Policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the Policy.

**Responsibility to Ask Questions and Share Information** – To safeguard Your right to purchase appropriate coverage at a competitive price, You should ask questions about Your Policy so that You understand what it covers and what Your obligations are under it. You have the option to shop the marketplace for the combination of coverages and service levels that best suits Your insurance needs.

**Right to Complaint Resolution** – Insurers are committed to high standards of customer service. If You have a complaint about the service You have received, You have a right to access TIC complaint resolution process for Canada. Your insurer can provide You with information about how You can ensure that Your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. TIC is a member of an independent complaint resolution office, the General Insurance Ombud Service.

**Responsibility to Resolve Disputes** – You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

**Right to Professional Service** – You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill.

**Right to Privacy** – Because it is important for You to disclose any and all information required by an insurer to provide the insurance coverage that best suits You, You have the right to know that Your information will be used for the purpose set out in the privacy statement made available to You by insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that TIC is subject to Canada's privacy laws - with respect to their business in Canada.

**8. NOTICE CONCERNING PERSONAL INFORMATION** – By purchasing insurance from TIC, a customer provides TIC with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- The communication with TIC policyholders
- The underwriting of policies
- The evaluation of claims
- The detection and prevention of fraud
- The analysis of business results
- Purposes required or authorised by law

For the purposes identified, personal information may be disclosed to TIC related or affiliated organisations or companies, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction and their information may be accessible to law enforcement and national security authorities of that jurisdiction. To obtain written information about TIC policies and practices in respect of service providers located outside Canada, please contact Us at 1-888-218-1070 and we will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such TIC service providers. Further information about TIC personal information protection policy may be obtained from the insurer by contacting TIC at 1-888-218-1070.

**9. SEVERAL LIABILITY NOTICE** – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**10. NOTICE** – Every action or proceeding against Us for the recovery of insurance benefits payable under this Policy is absolutely barred; unless commenced within the time set out in the Insurance Act of the Policy Holder's province of residence. This transaction is between the Policy Holder and Us. In arranging this transaction described herein, Retailer, by whom the sales associate is employed, is representing Us. The nature and extent of interest of the Retailer in Us is none. The nature and extent of interest of Us in the Retailer is none.

- **IN BRITISH COLUMBIA ONLY** – The following provision is added: "The Financial Institutions Act prohibit Us, the Retailer, or a sales associate from requiring the Policy Holder to transact additional or other business with Us or any other person or corporation as a condition of this transaction."