



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.

**Terms:**

Throughout this Plan, the words “we”, “us” and “our” (whether or not capitalized) refer to W3 except in the provinces of British Columbia, Alberta and Saskatchewan where the words “we”, “us” and “our” (whether or not capitalized) refer to the selling retailer.

We agree with the purchaser of the product(s) and this Plan (OWNER), 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 90 days for parts and/or labour. The Plan begins on the expiry date of the Manufacturer’s warranty and is between us and the OWNER.

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. 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. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Plan coverage is provided for personal use of products only. Products used for commercial purposes are excluded from coverage.
- g. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the Covered Product are not covered by this Plan.
- h. If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, the Plan owner will be responsible for all costs incurred.
- i. Replacement of light bulbs, fuses, filters, 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.
- j. 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.
- k. We as well as all affiliated companies are released from all liability due to indirect, consequential or incidental damages.
- l. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- m. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan.
- n. 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.
- o. The Plan owner 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. In the event of cancellation by us (except for non-payment), we will provide the Plan owner with a pro-rata refund.
- p. 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.
- q. The Plan owner is entitled to onsite service for warrantable defects on eligible products only if the unit is located within 80 km of an authorized service centre. 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 the Plan owner to arrange for transportation of the unit to an authorized service centre at their own 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 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 the Plan owner the cost of the Plan. We are not liable for any service delays that are not within our control.

**Others:**

- a. W3 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, the Plan owner will be responsible for all costs incurred.
- b. "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 W3 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 W3 in order to qualify for replacement. Product failures must be covered by the terms and conditions of this plan.  
**W3 is not obligated to renew your plan. The "Lemon Aid" Policy does not apply under renewal coverage terms.**
- c. In the event of mechanical failure of a freezer covered by the terms and conditions of this Plan which causes spoilage of frozen foods W3 will refund the amount of the actual loss to a maximum of \$250.00 during the term of this Plan.

**Privacy of Information Policy**

We are required to collect personal information which identifies you as a person including but not limited to your name, address and phone number, necessary for properly providing the services listed within this service agreement.

As per the Privacy Act of Canada, we will keep all of your collected personal data confidential and will not disclose the information without your written consent except for the following reasons:

- a. When services are requested by you as part of the agreement whereby the information needs to be provided to a third party to complete those services or;
- b. When any part or all of the information is requested by an official agent of the government, a law enforcement agent or a delegate thereof.

**To Arrange for Service:**

Please communicate with our contact centre by dialing 1-866-913-1350 or by emailing us at [service@serviceplan.ca](mailto:service@serviceplan.ca). 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 our Customer Service Representative is able to quickly arrange for service by an authorized service provider.

**This Plan is Fully Underwritten**

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