

SMARTPHONE AND ELECTRONIC TABLET



PROTECTION PLAN

ABBREVIATIONS AND DEFINITIONS USED:

Comerco: Comerco Services Inc., supplier of the Protection Plan

Plan holder: Person who has acquired an eligible product and a Protection Plan

Plan: Protection Plan

ADH: Accidental Damage from Handling

Covered product(s): A smartphone or an electronic tablet bought at a retailer and covered by a Protection Plan

Reconditioned product: A smartphone or an electronic tablet that has been reconditioned

The present document exposes all dispositions of the Plan concluded between Comerco and the Plan holder. These dispositions cannot be modified by any representation, promise or external condition to this document.

DEPENDING ON THE PURCHASED PLAN, COMERCO AGREES TO:

1. In case of a manufacturing defect:

1.1. Repair or replace a covered product or any of the parts impeding its normal functioning due to a manufacturing defect, under normal conditions of use, during the coverage period of the Plan and following the expiration of the manufacturer's combined parts and labour warranty. Defects will be repaired without charge and/or deductible for labour and/or parts to the Plan holder. Replacements will be made with equivalent or superior reconditioned products; or

1.2. Issue a replacement credit, if a repair is not possible or feasible, as determined solely by Comerco, following a failure due to a manufacturing defect. The credit will be valid only at a Comerco authorized retailer.

2. In case of ADH:

Repair, replace with an equivalent or superior reconditioned product or issue a replacement credit for the covered product. The covered product must be free from any damage or defect at the time of purchase of the ADH coverage. The coverage provides protection against sudden and unforeseen accidental damage from handling such as shocks, falls and liquid infiltration. In the event of a covered repair due to ADH, Comerco will provide or pay for the cost of the parts and labour required to complete the repair, less the applicable deductible of eighty-five dollars (\$85) per ADH claim. Only Comerco can determine if a product is not repairable.

GENERAL CONDITIONS

3. To be eligible for the coverage offered by the Plan, the covered product must have been purchased as new at an authorized Plan seller's location. The Plan must have been purchased no later than the day of the covered product's activation.

4. Depending on the Plan purchased, its maximum duration combined with the manufacturer's warranty will not exceed twenty-four (24) months for ADH coverage, and thirty-six (36) months for manufacturing defect coverage only.

5. The maximum number of claims due to ADH is one (1) for the duration of the one year Plan and two (2) for the duration of the two (2) year Plan. Once two (2) claims are made for ADH during the coverage period of the two (2) year Plan, Comerco will have met all its obligations and the Plan will become null and void.

6. This Plan becomes effective one (1) day following the purchase of the Plan for ADH and after the expiration of the manufacturer's combined parts and labour warranty on the two (2) year Plan, for other damages.

7. The maximum value of a replacement credit cannot exceed:

- For a smartphone: the manufacturer's suggested retail price (MSRP), as reported by the retailer at the time of activation of the covered product. For further clarity, Comerco will not authorize more than the MSRP at the time of activation for a covered product, regardless of the actual cost of a new unit at the time a replacement credit is issued.

- For an electronic tablet: the price paid for the product, as indicated on the original invoice. A replacement credit will be issued by the Plan seller and will be applicable on any model available in-store at the Plan seller's location.

From the moment a replacement credit has been issued, Comerco will have met all its obligations and the Plan will become null and void.

8. Repairs will be made by the service centre specified by Comerco. Round-trip shipping will be paid by Comerco. A prepaid shipping label will be provided to the Plan holder when a claim is filed and instructions will be given on how to proceed.

ARE EXCLUDED FROM COMERCO'S RESPONSIBILITY

9. Damages caused by:

9.1. Failure to conform to the manufacturer's recommended use or use in conditions for which the covered product was not intended.

9.2. External causes, rust, insect infestations, inappropriate use, inappropriate installation, abuse or improper hook-ups, abusive or improper manipulation, damages caused during shipping, a modification, chemical corrosion and reception and/or transmission problems.

9.3. An accident due to handling, shock, a fall or liquid and humidity infiltration, unless the Plan includes ADH coverage.

9.4. Failures that are the subject of a manufacturer recall or service bulletin. Also, repairs, replacements and/or labour cost covered by the manufacturer's warranty or an insurance policy.

10. The following parts or components:

10.1. Garnishes, command inscriptions and gradations on control panels or control buttons, esthetical components, covered products and/or parts covered by a manufacturer's warranty.

10.2. Warping or caving in of the structure not caused by ADH.

10.3. Any part or component of a structural nature whose failure or condition, not caused by ADH, does not affect the correct functioning of the covered product.

10.4. Parts that should be replaced and/or cleaned periodically under normal use.

10.5. Any and all product with a tampered or absent serial number. In this case, the Plan becomes null and void, without refund.

10.6. Burnt phosphors in or on the screen surface and the replacement or repair of pixels beyond the original manufacturer's guidelines.

11. Other exclusions:

11.1. Loss or theft of the product.

11.2. Noise and product performance which is not caused by a failure.

11.3. Consequential damage, loss of use, revenue and/or salary due to delays resulting from the failure of the covered product, unavailability of parts or any other difficulty or delay that Comerco may encounter in accomplishing the required repairs.

11.4. Loss or appropriation by a third party of data left in a product that must be repaired or replaced by the Plan. The Plan owner is entirely responsible for the recovery of such data.

11.5. Configuration, data loss and computer viruses, any and all software/hardware updates required by the product for its correct functioning, in accordance with the guidelines set forth by the manufacturer. Software included with the product as well as the recovery of data in a product that has experienced a failure.

11.6. Any repairs not authorized by Comerco. In this case, the Plan will become null and void, without refund.

11.7. If no fault is found or if Comerco refuses the repairs, the Plan owner will have to reimburse all incurred costs without which the benefits of the Plan will be suspended until said payment is received. The duration of the Plan will not be extended in the event of a suspension of benefits occurs.

SERVICE AND OTHER PRECISIONS

TO OBTAIN SERVICE:

Contact Customer Service at www.comerco.com/servicerequest or **1-877-710-7378**, or go in-store where the Plan was purchased. A prepaid shipping label will be provided. The ADH deductible will be collected either when the product is shipped or following reception and evaluation of the covered product by the service centre, if applicable, before the repaired covered product is returned to the Plan holder or a replacement credit is issued. A major credit card will be required to pay for the deductible.

CANCELLATION:

Comerco may cancel the Plan at any time, on the basis of fraud.

CONFIDENTIALITY:

The Plan owner authorizes Comerco to provide their name, contact information and any information Comerco has on file to any third party wishing to offer a new Plan, any subcontractor mandated by Comerco to offer services directly or indirectly linked to the Plan or any entity to which Comerco may assign, in whole or in part, its obligations under the Plan.

TRANSFERABLE:

This Protection Plan is transferable from one owner to another, without charge, by completing the request online at www.comerco.com/ownertransfer.

BRITISH COLUMBIA ONLY:

Disclosure Notice under the British Columbia Financial Institutions Act.

The British Columbia Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to a customer in writing prior to the customer entering a financial transaction.

1. This transaction is between the Plan holder and The Nordic Insurance Company of Canada.

2. In arranging the transaction described above, the dealer, by whom the sales associate is employed, is representing The Nordic Insurance Company of Canada.

3. The nature and extent of the interest of the dealer in The Nordic Insurance Company of Canada is none.

4. The nature and extent of the interest of The Nordic Insurance Company of Canada in the dealer is none.

5. Upon completion of this transaction, the dealer will be remunerated by The Nordic Insurance Company of Canada through a fee paid out of the purchase price of the contract.

6. The Financial Institutions Act prohibits The Nordic Insurance Company of Canada, the dealer and/or the sales associate from requiring the Plan holder to transact additional or other business with the financial institution or any other person or corporation as a condition of this transaction.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

CUSTOMER SERVICE:

www.comerco.com/servicerequest or **1-877-710-7378**

THIS DOCUMENT AND YOUR RECEIPT MAKE UP THE PLAN WHICH LINKS THE PARTIES.

A copy of your invoice may be required in order to obtain service for this Plan.



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