

SmartOne Plan Terms & Conditions

5 Year Appliance Service Repair Protection

This Protection Plan ("Protection Plan") is administered by Zucora Inc. ("us", "our", "we" or "ZucoraHome") and is effective for the period as listed on your sales receipt to a maximum of five (5) years from the date of delivery ("Effective Date"), of the appliance(s) ("Covered Products"), for the benefit of the owner ("you", "your" or "Owner") of the Covered Products. This Protection Plan is an agreement between Zucora Home and you the Owner, and is subject to compliance with the provisions hereof and the exclusions set out below and represents the entire agreement between the parties. No representation, promise or condition not contained herein shall modify these terms. Coverage as listed below is available in part or full, depending on the Protection Plan you purchased as confirmed by your sales receipt and plan activation card.

OBLIGATIONS OF ZUCORAHOME TO OWNER OF ITEMS COVERED BY THIS PROTECTION PLAN:

1.0 COVERAGE FOR APPLIANCE

In the event the Covered Product is a refrigerator with or without freezer compartment, range (stove top or oven) dishwasher, built in microwave, chest or upright freezer, laundry washer or dryer (front or top load); and was purchased in Canada and has a minimum manufacturer's warranty: one (1) year for major appliances; and the Covered Product is for personal or family household use only; ZucoraHome agrees to provide the Plan Services outlined in Section 2.0. This Protection Plan covers manufacturer's defects in materials for functional, mechanical and electrical parts that have failed during normal use and operation of the product in accordance with the manufacturer's guidelines and are not covered by any other warranty service contract or protection plan. Functional parts are those component parts that are critical to the performance of the product's essential function. After the expiration of the manufacturer's warranty and during the coverage period of this Protection Plan the following additional services will apply:

a) Lemon Guarantee: If the Covered Product requires eligible service from ZucoraHome on three separate occasions for the same component or defect and it is determined by the authorized service center that this product requires a fourth repair; this Protection Plan will pay to replace the unit with a product of comparable

performance.

b) Food Spoilage: In the event of a covered failure of a freezer or refrigerator, which causes spoilage of food, this Plan will refund the amount of the actual loss to a maximum of \$250.00 during the term of this Protection Plan. A receipt for replacement food must be provided to ZucoraHome.

2.0 AVAILABLE PLAN SERVICES

All service repairs must be approved by ZucoraHome before work is performed.

a) For major appliances listed in Section 1.0 of this Protection Plan coverage is provided for labour and the replacement of parts necessary to restore the Covered Product to its normal operating condition.

b) If parts are no longer available and/or the Covered Product cannot be repaired, we will either replace the Covered Product with a product of equal or similar features and functionality, or issue a store Replacement Credit for the original purchase price, as it appears on your invoice (excluding taxes, delivery, and the cost of any claims paid) less any costs incurred to date for attempts to repair the Covered Product. Replacement or any Replacement Credit issued for any Covered Product will render the Protection Plan fulfilled and the obligations under all sections of this Protection Plan will end on the date of replacement.

c) Duration of Plan: Protection Plan coverage begins on the expiry date of the manufacturer's warranty and will last for the period specified on the Owner's original sales receipt. Plan Coverage is subject to a maximum combined coverage period (both the manufacturer's and the Protection Plan) of five (5) years for major appliances.

d) On-Site Service: This Protection Plan provides for on-site service for all major appliances; when such on-site service is provided as part of the original manufacturer's warranty. On-site service can only be provided within a 45 km radius of an Authorized Service Centre. Any additional charges including additional mileage or shipping are not covered under this Protection Plan. During the service call the Owner must provide a safe, non-threatening environment as determined solely by the technician; and a person who has reached the legal age of majority must be present at all times. In the event the Owner fails to keep an on-site service appointment or there is no fault found with the Covered Product, the Owner of the Protection Plan is responsible for the cost of the service call.

e) Carry-In Service: All Protection Plan repairs, except

those noted in the on-site service section above, will be performed at an Authorized Service Center and be transported there by authorized carrier only.

3.0 ACTIVATION AND ELIGIBILITY

To be eligible for Plan Services, this Protection Plan requires the Owner to activate the Plan online at: **activate.zucora.com**. A unique SmartOne Activation Code will be provided to you by the Retailer upon purchasing this Protection Plan. You will need access to the Internet, the Activation Code, the Retailer ID and the invoice number to activate the Plan and to be eligible for Plan Services.

The Owner acknowledges, approves and permits the collection, use and disclosure and/or dissemination of information regarding the Owner and this Protection Plan to ZucoraHome for the purposes of carrying out our responsibilities under the Protection Plan.

Protection Plans are not refundable or renewable beyond the registered coverage period and are limited to the Covered Product's original Owner.

4.0 TO OBTAIN ZUCORAHOME PLAN SERVICE

Claims for Plan Services must be made to ZucoraHome by contacting us at **1.800.388.2640** during normal business hours or by submitting a request at **service.zucorahome.com**. To assist in providing the best solution for you, we might request photos.

Claims will only be considered subject to the following:

- (a) This Protection Plan shall be activated online by the Owner
- (b) Owner shall supply ZucoraHome with an original sales receipt, plan activation number and proof of purchase for the original Covered Product prior to obtaining services from us.
- (c) Covered Products are delivered to the Owner damage free.
- (d) Repair of the Covered Product is performed only as directed from ZucoraHome.

5.0 PLAN EXCLUSIONS

Requests for plan services cannot be accepted by ZucoraHome for any of the following:

- a) Coverage does not apply to defects of non-functional

parts, or cosmetic damage of any kind; including but are not limited to cabinets, door seals, knobs, handles, antennas, adapters, headphones, power cords, batteries, remote controls, fuses, exterior wiring, bulbs, filters, glass, panels, trays, shelving, blades, leveling devices, related ductwork, ceramic briquettes, and/or wheels.

b) This Service Plan does not cover damage resulting from improper installation, negligence, exposure to weather, moisture and other environmental conditions, lightning, power failures and/or power surges, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, transportation damage, improper equipment modifications, vandalism, liquid spills, software generated problems or data recovery, or acts of nature or any other peril originating from outside of the Covered Product.

c) This Service Plan does not cover small appliances such as microwave ovens, toasters, blenders, kettles, stand mixers, exhaust fans, or any other countertop small appliance(s).

d) This Service Plan does not cover routine maintenance or failure to follow manufacturer's recommended maintenance such as cleaning, changing filters, clogged drains, faulty connections; adjustments of controls, or consumer education; any costs or damage related to installation and/or reinstallation of the Covered Product.

6.0 NOTE TO OWNER

This Protection Plan is provided by ZucoraHome. All claims and/or inquiries must be submitted directly to ZucoraHome. Retailer is not responsible for any claims or service obligations provided under this Protection Plan. The maximum coverage liability of this Protection Plan shall not exceed the original purchase price of the Covered Product(s).

The Owner shall reasonably cooperate with ZucoraHome in its efforts to provide the services under this Protection Plan. Any provision contained herein which is found to be contrary to any local law shall be deemed null and void; however, the remaining provisions shall continue in full force and effect.

By registering, or authorizing the registration of this agreement with ZucoraHome, the Owner agrees that the obligations provided in this agreement shall constitute the full and only remedies for any failure of the ZucoraHome product or service to function as warranted. In no event shall the Owner have any other remedy at law or equity for any direct or indirect consequences of the failure of our product or service to perform.



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