

**This is a legal contract.** By purchasing it, you understand that it is a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

#### Terms & Conditions

**Definitions:** Throughout this Extended Protection or Replacement Plan ("Plan") the words "We," "Us" and "Our" refer to AIG Warranty Service Company of Canada ("AIGWSC") in Prince Edward Island, Quebec, Ontario, Manitoba, Nunavut, Northwest Territories and AIG Commercial Insurance Company of Canada ("AIGCIC") in Nova Scotia, New Brunswick, Saskatchewan, Alberta, British Columbia and Yukon, "LOWE'S" refers individually to "Lowe's Companies Canada, ULC," (a Nova Scotia Company). The words "You," "Your" and "Owner" refer to the purchaser of this Plan or the individual to whom the Plan was transferred to as per these terms and conditions. "Product" refers to the consumer item(s) which You purchased concurrently with and which is (are) covered by this Plan. "N.E.W." refers to N.E.W. Customer Service Companies of Canada, the Administrator under this Plan.

**Obligor:** The companies obligated under this Plan are as follows: AIG Warranty Service Company of Canada ("AIGWSC"), 2000 McGill College Avenue, Suite 1200, Montreal, Quebec H3A 3H3 in Newfoundland, Prince Edward Island, Quebec, Ontario, Manitoba, Nunavut, Northwest Territories and AIG Commercial Insurance Company of Canada ("AIGCIC"), 2000 McGill College Avenue, Suite 1200, Montreal, Quebec H3A 3H3, in Nova Scotia, New Brunswick, Saskatchewan, Alberta, British Columbia and Yukon.

**Service and Coverage:** To arrange service, call **1-866-46LOWES (866-465-6937)**. 24 hours a day, 7 days a week. You must call prior to having service; all repairs must be authorized in advance. Unauthorized repairs may not be covered. If it is an emergency, please describe the nature of the emergency to our customer service representative. Please note that during severe weather conditions and during peak seasons, we will give priority to emergency calls. Emergency service will be available at no additional charge. Foreign language assistance and TDD service for the hearing impaired are available for Your convenience. For TDD service, please call 711.

**Availability of Services:** While We try to complete service as quickly as possible, We are not responsible for delays caused by factors beyond Our control, including but not limited to manufacturer's parts delays, shipping to a regional service facility, or Acts of God.

- These Plans cover manufacturer's defects in materials and workmanship that are the result of normal usage.
- These Plans provide coverage for Product failures due to dust, heat, humidity and normal wear and tear, which is not covered under any insurance policy, or any other warranty or plan.
- Replacement parts will be, at our discretion, new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Product.
- These Plans provide complete power surge protection from the date of purchase of the Product covered.

#### Product Specific Benefits:

**Major Appliance Four-Year Extended Protection Plan:** Four (4) year in-home parts and labour coverage on major appliances and room air conditioners over \$400 commences after the expiration of the manufacturer's parts and labour warranty. Coverage includes: total of \$250 food spoilage from date of purchase; power surge protection from date of purchase; re-installation labour in the event the product cannot be repaired and needs to be replaced; and rental coverage on refrigerators and freezers from date of purchase. You may purchase the Plan on one (1) Product, or multiples of two (2) or three (3) Products. Each Product will be serviced and treated as if a separate Plan was purchased for each individual Product.

**Major Component Coverage** - If You purchased the Extended Protection Plan on one of the following items: washer; washer/dryer combination (transmission); freezer; refrigerator; or room air conditioner (compressor), You will receive parts and labour coverage on the specified major components of Your covered Product through the expiration of Your Plan.

**Rental Coverage** - If You purchased the Four (4) Year Extended Protection Plan on a refrigerator or freezer and Your Product is not repaired within 72 hours of Your initial claim for a "no cool" failure only, this Plan will provide limited reimbursement for rental costs of an approved refrigerator or freezer. You must receive approval from the Administrator prior to rental. Reimbursement for rental coverage ends when Your original unit is put back into service or when a replacement unit is delivered to Your residence. You will be reimbursed for rental coverage up to 25% of the original purchase price of the covered refrigerator or freezer over the life of this Plan.

**Major Appliance Two-year Extended Protection Plan:** Two (2) year in-home coverage on major appliances commences after the manufacturer parts and labour warranty. Coverage includes, from the date of purchase, a total \$150 food spoilage coverage and power surge protection.

**Small Appliance Extended Protection Plan:** Two (2) year carry-in coverage on eligible small appliances including floor care Products, countertop microwaves, room air conditioner, and compact refrigerators commences after the manufacturer parts and labour warranty coverage concludes. Coverage includes, from the date of purchase, a total \$100 food spoilage coverage and power surge protection.

**Food Spoilage** - You will be reimbursed for food losses resulting from the covered failure of Your refrigerator or freezer up to the amount and for the period of time specified under Your package on a per appliance/per incident

basis and documented proof of loss will be required. Food spoilage coverage under the Four (4) or Two (2) Year Extended Protection Plans begin at the date of Product purchase. Food spoilage coverage does not apply to the Replacement Plan.

**Lawn and Garden Equipment Extended Protection Plan:** Three (3) or four (4) year coverage from date of purchase depending on the Plan purchased includes:

- Onsite service or pickup and delivery for service on Riding Mowers and Products over \$800 from the date of purchase.
- Fix It Fast Guarantee for Riding Mowers. A one-time payment over the life of this contract of \$25 will be sent to you in the event your riding mower is not repaired within 14 days of the initial visit.
- Eligible products include; blowers, chain saws, chippers/shredders, cultivators, edgers, generators, hedge trimmers, log splitters, pressure washers, push mowers, riding mowers, snow blowers, tillers, reconditioned power equipment product with one year warranty, and other outdoor power equipment.

**Power Tool Extended Protection Plan:** Two (2) or four (4) year coverage commences after the expiration of manufacturer's parts and labour warranty: Coverage includes:

- If on-site service is provided for the full term of Your manufacturer's warranty, then it will be provided under this Plan.
- Fix It Fast Guarantee. A one-time payment over the life of this Plan of \$25 will be sent to You in the event Your power tool is not repaired within fourteen (14) days of the servicer receiving or examining Your product.
- Complete power surge protection from the date of purchase on the Product covered.

**Replacement Plan:** One-time replacement for eligible Products if required due to breakdown during the one (1) year period following expiration of labour coverage under the manufacturer's warranty Includes power surge protection from the date of purchase.

You are responsible for shipping Your Product to the Plan Administrator, per the instructions of the Plan Administrator.

Conditions:

- Replacement Plans are fulfilled when a Product is replaced or You are reimbursed for the original Product purchase price, including sales tax, on the receipt.
- We are not responsible for personal items left in the Product to be repaired.

**Purchaser Records:** Your sales receipt and these terms and conditions including the provisions, limitations, definitions, and exclusions constitute the entire Plan. You must keep this Plan and applicable sales receipt and may be required to produce them to obtain service or replacement.

**No Lemon Policy:** After three (3) same major failure service repairs have been completed on three (3) separate occasions, within a twelve (12) month period, on an individual Product, and that individual Product requires a fourth (4<sup>TH</sup>) repair, as determined by Us, We will replace it with a Product of comparable performance, not to exceed the original purchase price. . The original Product and purchase receipts must be returned to us along with authorized service repair receipts from three (3) separate completed service repairs to qualify. One (1) service request number, requiring functional part(s) repair/replacement is the equivalent of one (1) repair. Keep your service receipts! Copies of service receipts cannot be provided by us

**Renewals:** We are not obligated to renew Your Plan

**GENERAL EXCLUSIONS: THESE PLANS DO NOT COVER: (1) REPAIRS CAUSED BY ACCIDENTAL OR INTENTIONAL PHYSICAL DAMAGE, SPILLED LIQUIDS, INSECT INFESTATION, MISUSE, ABUSE, PRODUCTS WITH ALTERED OR MISSING SERIAL NUMBERS; (2) DAMAGE CAUSED BY UNAUTHORIZED REPAIR PERSONNEL; (3) REPLACEMENT COSTS FOR LOST OR CONSUMABLE PARTS (KNOBS, REMOTES, BATTERIES, BAGS, BELTS, ETC.); (4) COSMETIC DAMAGE AND PROBLEMS DUE TO IMPROPER AND/OR NON-FACTORY AUTHORIZED INSTALLATION OR REPAIRS; (5) ACTS OF GOD; (6) PRODUCTS USED FOR COMMERCIAL PURPOSES (MULTI-USER ORGANIZATIONS) PUBLIC RENTAL OR COMMUNAL USE IN MULTI-FAMILY HOUSING (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS PLAN, UNLESS NOTED SPECIFICALLY AS A COMMERCIAL PLAN ON THE ORIGINAL PURCHASE RECEIPT); (7) PRODUCTS THAT ARE NOT LISTED ON THIS PLAN; (8) CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, DOWN-TIME AND CHARGES FOR TIME AND EFFORT; (9) ANY FEES RELATED TO THIRD PARTY CONTRACTS; (10) "NO PROBLEM FOUND" DIAGNOSIS OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (11) ANY FAILURES, PARTS AND/OR LABOUR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (12) REPAIR OR REPLACEMENT CAUSED BY DEFECTS THAT EXISTED PRIOR TO THE PURCHASE OF THIS PLAN; (13) SERVICE OR REPLACEMENT OUTSIDE OF CANADA; (14) CLEANINGS AND ALIGNMENTS UNLESS OTHERWISE NOTED; (15) THEFT OR LOSS; (16) HOT WATER RE-INSTALLATION COSTS OUTSIDE OF LABOUR, SUCH AS ADDITIONAL LICENSING, PERMITS, OR OTHER PARTS REQUIRED BY LOCAL, REGIONAL, OR PROVINCIAL REGULATIONS; (17) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (18) COST OF PREVENTATIVE MAINTENANCE, OR DAMAGES CAUSED BY IMPROPER PREVENTATIVE MAINTENANCE; (19) SEIZED OR DAMAGED PARTS RESULTING FROM FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS OR COOLANTS, RESULTING FROM USING CONTAMINATED OR IMPROPER LUBRICANTS; RESULTING FROM USING**

**STALE, CONTAMINATED, OR IMPROPER FUEL; OR RESULTING FROM FREEZING OR OVERHEATING;  
AND (20) PRODUCTS WITH SAFETY FEATURE(S) REMOVED, BYPASSED, DISABLED OR ALTERED.**

**Limit of Liability:** For any single claim, the limit of liability under this Plan is the lesser of (1) cost of authorized repairs, (2) cost of Product replacement with a product with similar features, (3) cost of reimbursement for authorized repairs or replacement, or (4) the fair market value of your product, as determined by Us not to exceed the original product purchase price. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY UNDER THIS PLAN EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT COVERED. In the event that the total of any and all authorized repairs and other coverage (i.e. food spoilage, surge protection reimbursement, rental reimbursement, etc.) exceeds the purchase price paid for the Product, or We replace the Product with another of equal or greater value, We shall have satisfied all obligations owed under this Plan.

**Cancellation:** This Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment may result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation at Product Protection Plan (Lowe's), PO Box 1818, Sterling, VA 20167-1818. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received.

**Mail cancellation request along with this document and all original receipts to:**

**LOWE'S Extended Protection Plan**

**P.O. Box 1970**

**Ashburn, VA 20146-1970**

**Attn: Customer Care**

**Transferable:** This Plan may be transferred to a subsequent Owner of the Product at no additional charge. To transfer, call 1-866-46LOWES (866-465-6937). Proof of purchase receipt, as well as any service repair receipts must be transferred to the new Owner.

**Contractual Liability Insurer:** This Plan is secured by an insurance policy provided by American Home Assurance Company, 2000 McGill College Ave, Suite 1200, Montreal, Quebec, H3A 3H3 in Newfoundland, Prince Edward Island, Quebec, Manitoba, Nunavut and Northwest Territories. If you fail to receive a cancellation refund, claim payment, service or replacement product or you are otherwise dissatisfied, within 60 days of submitting the request, you may submit the claim directly to the insurance company.

**Manufacturer's Responsibilities:** Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

**Residents of British Columbia:** Disclosure Notice under the British Columbia Financial Institutions Act.

The British Columbia Financial Institutions Act requires that the information contained in the Disclosure Notice be provided to a customer in writing prior to the customer entering a financial transaction. "This transaction is between you and American Home Assurance Company. In arranging the transaction described above, Lowe's, by whom this sales associate is employed, is representing American Home Assurance Company. The nature and extent of the interest of Lowe's in American Home Assurance Company is none. The nature and extent of the interest of American Home Assurance Company in Lowe's is none. Upon completion of this transaction, Lowe's will be remunerated by way of a fee paid out of the purchase price of the Plan. The Financial Institutions Act prohibits American Home Assurance Company, Lowe's and/or the sales associate from requiring you to transact additional or other business with the financial institution or any other person or corporation as a condition of this transaction.

**To Obtain a large type copy of the Terms and Conditions of this Contract, please call 1-866-465-6937.**

Administered by:

N.E.W. Customer Service Companies of Canada

P.O. Box 1970, Ashburn, Virginia 20146-1970 • FOR SERVICE CALL 1-866-46LOWES (866-465-6937).