



# TERMS & CONDITIONS

This Replacement plan is offered jointly by Assurant and American Bankers as defined below.

## PART 1 – GENERAL PROVISIONS

### Definitions

**Activation Lock** means the smartphone feature designed to prevent reactivation of a lost or stolen Device, such as, but not limited to, Google Activation Lock or Android’s Factory Reset Protection (FRP).

**American Bankers** means American Bankers Insurance Company of Florida† who provides the Benefits under this Replacement Plan in the course of its business in Canada.

**Assurant** means Assurant Services Canada Inc.† who provides the Services under this Replacement Plan and acts as the Replacement Plan administrator.

**Benefit(s)** means the benefits described in Part 3 of these Terms and Conditions.

**Costco Warehouse** means Costco Wholesale Canada Ltd.\*

**Device or Android Device** means Your new Android mobile phone purchased on contract and registered with a Canadian wireless service provider through a Wireless etc. kiosk at a Costco Warehouse location, with the International Mobile Equipment Identity number (IMEI) as indicated on the Wireless etc. sales order, and for which this Replacement Plan was purchased.

**Non-Return Fee** means the no-contract retail price of the Device which is the subject of a replacement request at the time You submit Your replacement request, as determined by Us, not to exceed \$2000.

**Replacement Plan** means this Assurant MAX+Protection plan which consists of Your original sales receipt and these Terms and Conditions purchased at the same time as the Device.

**Replacement Device** means a refurbished Android cell phone or smartphone of like kind and quality, and with comparable features and functionality, though not necessarily of the same model or colour. The Replacement Device will become Your covered “**Device**” under this Replacement Plan.

**Replacement Service Fee** means a service fee which will apply to all Replacement Device requests as set out in the section entitled “**Description of Our Replacement Plan**”.

**Service(s)** means the services described in Part 2 of these Terms and Conditions.

**We, Us or Our** refers to Assurant and/or American Bankers, as the case may be.

**You or Your** means the purchaser of this Replacement Plan, who is the owner of the Device covered under this Replacement Plan.

### Two Contracts

By purchasing this Replacement Plan, You are entering into two legal contracts as follows:

- a Service Contract consisting of Your original sales receipt and Parts 1 and 2 of these Terms and Conditions which is made between You and Assurant for the provision of Services; and
- a second distinct Benefits Contract consisting of Your original sales receipt and Parts 1 and 3 of these Terms and Conditions which is made between You and American Bankers for the provision of Benefits.

You have elected to purchase this Replacement Plan for the purchase price indicated in Your Wireless etc. sales order. You acknowledge

that You have read and that You accept the Terms and Conditions of this Replacement Plan. No oral or written representations, warranties or conditions, and no amendment or modification of these Terms and Conditions will be binding on You or on Us. If any terms of this Replacement Plan or its respective contracts are held to be illegal or unenforceable, the legality and enforceability of the remaining provisions will not be affected or impaired.

### Replacement Plan Purchase Price

The purchase price for a 24-month Replacement Plan, plus applicable taxes, is determined by device tier based on the make and model of Your Device, and is payable on the date You purchase this Replacement Plan. To find Your Device’s tier, please see a Wireless etc. associate or visit mobility.costco.ca.

	Replacement Plan Purchase Price**
TIER 1	\$ 139.99
TIER 2	\$ 239.99

### Description of Our Replacement Plan

We will provide You with a Replacement Device, upon the payment of the Replacement Service Fee as set out in the table below, in the event Your Android Device suffers mechanical malfunction or defect, including battery failure, that is not covered by the manufacturer’s warranty, or Your Android Device suffers physical or liquid damage.

The Replacement Service Fee is determined by Your Device’s tier on the date You purchased the Device.

	Replacement Service Fee
TIER 1	\$ 99
TIER 2	\$ 129

Standard accessories included with Your Android Device in the original manufacturer’s packaging will only be replaced when incompatible with the Replacement Device. Replacement accessories may be generic or non-original manufacturer accessories.

The value of the Replacement Device (including accessories, if applicable), will not exceed the lesser of:

1. The manufacturer’s suggested retail price (MSRP) of the Device which is the subject of a replacement request; and
2. \$2,000.

**Replacement does not deem this Replacement Plan as fulfilled. The coverage will be extended to Your Replacement Device(s) for the remainder of the term of this Replacement Plan.**

### How Many Replacement Devices Does This Replacement Plan Provide For?

This Replacement Plan provides for a maximum of two (2) Replacement Devices every 12 months immediately following the purchase date of this Replacement Plan to a maximum of four (4) Replacement Devices throughout the lifetime of this Replacement Plan.

### Are There Any Additional Charges?

Upon receiving a Replacement Device, You must return Your defective Device to Us in the manner described in the section entitled “**How To Request a Replacement Device**”, in Part 2 of these Terms and Conditions. Failure to do so may result in additional charges in the form of a Non-Return Fee. The Non-Return Fee will only apply if:

- We do not receive the defective Device within 15 days of You receiving Your Replacement Device;
- the returned defective Device is not the covered Device;
- the returned defective Device is blacklisted due to being reported

as lost or stolen to a wireless service provider or governmental authority; or

- the Activation Lock\* on Your defective Device is still active; or
- We are unable to identify the IMEI of your defective Device for any reason, including, but not limited to, if the SIM tray has been altered or removed, the IMEI has been altered, damaged or removed.

If the returned defective Device is not the covered Device, or if the Device is blacklisted, or if the Activation Lock is still active or if We are unable to identify the IMEI, We will return the defective Device to You and charge You the Non-Return Fee, plus shipping and handling costs. **All costs and fees are subject to applicable taxes.**

**\*Please note: The Activation Lock must be removed directly on the Device. If Your Android Device does not turn on, please refer to the Device user manual for more information.**

### When Does Coverage Begin and End?

Your coverage begins on the date You purchased this Replacement Plan, as indicated on Your original Costco sales receipt, and continues until the earliest of:

1. cancellation by You or Us in accordance with the section entitled "**How Can This Replacement Plan be Cancelled?**"; and
2. 24 months.

**We are not responsible and have no obligations to You for any issues with Your Android Device arising from an event that occurs before You purchase this Replacement Plan or after this Replacement Plan ends.**

### What Is Not Covered?

This Replacement Plan does not apply to and We do not provide replacement for:

1. mechanical failures or defects, or battery failures covered by the manufacturer's warranty;
2. mechanical failures caused by malicious applications or malware;
3. tablets or data sticks;
4. Devices with removed, altered or defaced International Mobile Equipment Identity (IMEI) numbers;
5. Any incident which prevents Us from validating the IMEI of the Device such as intentional or accidental catastrophic damage, including, but not limited to, being crushed, bent, falling from heights such as balconies or windows, being run over or falling from moving vehicles;
6. Devices provided by You for use by the general public, or used for lease or rental. Use of a Device for these purposes will void this Replacement Plan;
7. Incidental, indirect, or consequential damages, including, but not limited to, loss of profits, down-time and charges for time and effort (except as otherwise required by law);
8. any loss or amount other than the cost of replacement of the Device;
9. intentional physical damage, abuse, misuse, vandalism;
10. unauthorized repairs, improper installation, improper equipment modifications;
11. lost end-user replaceable parts;
12. accessories, including, but not limited to, car chargers, Bluetooth headsets, face plates, and any accessories that come with Your Android Device in the original manufacturer's package unless such accessories are not compatible with the Replacement Device;
13. "No problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;
14. lost or stolen Devices;
15. Devices purchased as used, recertified, or refurbished devices;
16. minor imperfections in devices that meet design specifications or cosmetic damage (including but not limited to scratches and dents) that do not affect functionality of the Device;
17. modular or custom made devices that do not meet off-the-shelf specifications of the current make and model of such device;
18. replacement SIM card or related item; or
19. any loss or damage occurring (i) prior to the purchase date of this Replacement Plan or (ii) after this Replacement Plan is cancelled.

### Can This Replacement Plan be Transferred?

Only the Device for which this Replacement Plan was purchased, or its replacement under this Replacement Plan, is eligible for coverage, which means You cannot transfer this Replacement Plan to another device.

This Replacement Plan may be transferred to a subsequent owner of the Device at no additional charge. There are no restrictions provided Your Replacement Plan is valid. To transfer, call **1-877-699-1355**. You must provide the name of the person to whom this Replacement Plan is being transferred.

To complete the transfer, the transferee must contact Us to provide an address, email, and phone number.

### How Can This Replacement Plan be Cancelled?

You may cancel Your Replacement Plan by visiting your local Costco Warehouse. If you cancel Your Replacement Plan, you will be entitled to a refund as follows:

1. if the cancellation is within the first 90 days following the purchase date of this Replacement Plan and You have not received a Replacement Device, You will receive a full refund of the Replacement Plan purchase price paid;
2. if the cancellation is within the first 90 days following the purchase date of this Replacement Plan and You have received a Replacement Device, You will receive a full refund of the Replacement Plan purchase price paid, less the value of any Replacement Device received (unless otherwise prohibited by law); or
3. if the cancellation is after the first 90 days following the purchase date of this Replacement Plan, You will be entitled to a prorated refund of the Replacement Plan purchase price paid, less the value of any Replacement Device received, if applicable (unless otherwise prohibited by law).

We may cancel this Replacement Plan on the basis of (a) fraud or misrepresentation by You in submitting a request for a Replacement Device (b) public or rental use of the Device; or (c) an unauthorized repair of Your Android Device.

### Limitation of Liability

Our liability under this Replacement Plan is strictly limited to the replacement of Your Android Device. If You pay for costs to repair or replace Your Android Device, We will not reimburse You for such costs. We are not liable for any loss of data, down time and charges for time and effort, and in no event will We be liable to You or any third party for any damages resulting or relating directly or indirectly from or to Your Replacement Plan, including, but not limited to, any damages You may suffer if data left on Your Android Device is accessed, or alternatively, is unrecoverable.

### Manufacturer's Warranty

This Replacement Plan complements and is supplementary to the manufacturer's warranty, but does not replace the manufacturer's warranty or warranty obligations during the manufacturer's warranty period. Parts and services covered by the manufacturer's warranty and warranty obligations, including battery replacements, are the responsibility of the manufacturer only. This Replacement Plan provides certain additional Services and Benefits which the manufacturer may not provide. Please note that any Services or Benefits provided under this Replacement Plan before the expiry of the manufacturer's warranty may void the manufacturer's warranty. Refer to the terms and conditions of the manufacturer's warranty for more details.

### Your Privacy

At all times, We are committed to respecting and safeguarding the privacy of Our customers' personal information in accordance with good business practices. For the purposes of providing the Replacement Plan to You, We, Costco Warehouse, and their service providers will collect, use, and share personal information provided by You to Us, and obtained from others with Your consent, or as required or permitted by law. Personal information includes Your name, contact information, customer file including Your Costco Canada member number, and product preferences i.e. Your Android Device and Device plan information. We may use the information to: serve You as a customer; communicate with You; administer the Replacement Plan; process Your service request; create and maintain records; better understand Our customer needs and preferences. We may process and store Your information in the United States, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy

of Our privacy policy by calling 1-888-778-8023 or from Our website ([www.assurantsolutions.ca/privacy](http://www.assurantsolutions.ca/privacy)). If You have any questions or concerns regarding our privacy policy or Your options for refusing or withdrawing this consent you may call Us at the number listed above.

## PART 2 – SERVICE CONTRACT

Assurant is obligated to provide the Services to You as the Services are described in this Part 2, subject to any exclusions and limitations outlined in these Terms and Conditions. Assurant will coordinate the provision of, and facilitate access to, the Services and the Benefits available under this Replacement Plan. American Bankers under the Benefits Contract (Part 3) is solely responsible for determining whether Your request for a Replacement Device is covered under this Replacement Plan and for approval of all Services and Benefits delivered under this Replacement Plan.

### Assistance Services

- 24-hour / 7-day per week (including holidays) bilingual French/English telephone and online replacement services management and Benefit processing services.
- Assistance with Device performance questions in order to expedite Your request for a Replacement Device.

### Replacement Services

- Management of Your request for a Replacement Device, which entails:
  - Managing the technical assessment of Your defective Device.
  - Managing the shipping of Your Replacement Device to You and arranging for the return of Your defective Device to Us.
- Coordination and facilitation of the Benefits process with American Bankers.

### How To Request a Replacement Device

Call Us at 1-877-699-1355 or, if outside of Canada or the U.S, at 1-613-634-6978, 24 hours / 7 days per week (including holidays), or go to [www.maxplus.assurant.com](http://www.maxplus.assurant.com) to submit a request for a Replacement Device and check the status of Your request. At Our discretion, we may require additional information in order to process Your request. **Please note: You will be required to provide a credit card when You submit Your request for a Replacement Device in order to process the Replacement Service Fee, and if applicable, the Non-Return Fee.**

The Replacement Service Fee will apply to all Replacement Device requests.

Upon receiving Your request, we will ship Your Replacement Device to Your address in Canada. You must return Your defective Device within 15 days of receiving Your Replacement Device. You will be provided with a prepaid return envelope and return shipping instructions. When shipping Your defective Device to Us, You are responsible for properly packaging the Device according to the shipping instructions.

### Before providing Your Android Device for exchange, YOU MUST:

1. if possible, remove any screen lock application (PIN, touch ID, or password);
2. deactivate any Activation Lock;
3. if possible, remove any confidential, proprietary or personal information; and
4. remove any removable cards such as media and SIM Cards.

Please note that failure to return Your defective Device or failure to deactivate any Activation Lock may result in You being charged the Non-Return Fee, plus shipping and handling costs. For details, please see the section entitled “**Are There Any Additional Charges?**” in Part 1 of these Terms and Conditions.

**It is Your responsibility to remove Your SIM and Memory Card, and any accessories, if possible, and to delete all personal or sensitive data from the Device before You ship it. It is Your responsibility to back up the contents of Your Android Device. We will not be responsible for the loss of any programs, data, or other information stored on Your Android Device or any media. This Replacement Plan does not include restoration of data to Your Replacement Device.**

## PART 3 – BENEFITS CONTRACT

American Bankers is obligated to provide Benefits to You as the Benefits are described in this Part 3, subject to any exclusion and limitations outlined in these Terms and Conditions. American Bankers is responsible for determining whether Your request for a Replacement Device is covered under this Replacement Plan and for approval of all Services and Benefits delivered under this Replacement Plan.

### Replacement Benefit

Where Your Android Device is determined to be defective as a result of mechanical malfunction or defect, including battery failure, that is not covered by the manufacturer's warranty, or as a result of physical or liquid damage, that occurs while Your Android Device is covered under this Replacement Plan, American Bankers will cover the cost of funding a Replacement Device which will be provided to You by Assurant.

### - End Of Terms And Conditions -

*You have specifically requested the English version of this Replacement Plan, a version of which is available in French upon request. Vous avez spécifiquement demandé la version anglaise de ce Contrat de service et la version française est disponible sur demande.*

\*For its role as distributor of this Assurant MAX+Protection plan, Costco Wholesale Canada Ltd. receives compensation.

\*\*The purchase price of this Replacement Plan is comprised of a payment to Assurant for the Service Contract and a payment to American Bankers for the Benefits Contract. The percentage of the Price attributable to the Benefits Contract is 67%.

† Assurant Services Canada Inc., American Bankers Insurance Company of Florida, and their subsidiaries and affiliates carry on business in Canada under the name of Assurant®. Assurant® is a registered trademark of Assurant, Inc.

## MANITOBA - STATUTORY CONDITIONS

*The following Statutory Conditions provided in Schedule B to the Insurance Act (Manitoba) are deemed to be part of this Replacement Plan pursuant to Section 136.4(2) of the Act. In the event of any conflict or inconsistency between the Assurant MAX+Protection Terms and Conditions and the terms and conditions set out in this section, the terms and conditions set out in this section will govern and control.*

### Misrepresentation

1 *If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.*

### Property of others

2 *The insurer is not liable for loss or damage to property owned by a person other than the insured unless*  
*(a) otherwise specifically stated in the contract, or*  
*(b) the interest of the insured in that property is stated in the contract.*

### Change of interest

3 *The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act Canada or a change of title by succession, by operation of law or by death.*

### Material change in risk

4(1) *The insured must promptly give notice in writing to the insurer or its agent of a change that is*  
*(a) material to the risk, and*  
*(b) within the control and knowledge of the insured.*

4(2) *If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.*

4(3) *If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may*  
*(a) terminate the contract in accordance with Statutory Condition 5, or*

- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

4(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

#### **Termination of contract**

5(1) The contract may be terminated,

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or  
(b) by the insured at any time on request.

5(2) If the contract is terminated by the insurer,

- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and  
(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

5(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

5(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### **Requirements after loss**

6(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,  
(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration  
(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,  
(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,  
(iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,  
(iv) stating the amount of other insurances and the names of other insurers,  
(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,  
(vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and  
(vii) stating the place where the insured property was at the time of loss,  
(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and  
(d) if required by the insurer and if practicable,  
(i) produce books of account and inventory lists,  
(ii) furnish invoices and other vouchers verified by statutory declaration, and  
(iii) furnish a copy of the written portion of any other relevant contract.

6(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### **Fraud**

7 Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **Who may give notice and proof**

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured if  
(i) the insured is absent or unable to give the notice or make the proof, and  
(ii) the absence or inability is satisfactorily accounted for, or  
(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

#### **Salvage**

9(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

9(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### **Entry, control, abandonment**

10 After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and  
(b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but  
(i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and  
(ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **In case of disagreement**

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

11(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and  
(b) the proof of loss has been delivered to the insurer.

#### **When loss payable**

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### **Replacement**

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

13(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

#### **Notice**

14(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

14(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.