



# Appliance Protection Plan



comerco

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# TERMS AND CONDITIONS

## APPLIANCES PROTECTION PLAN AND REPLACEMENT PLAN

This document and your purchase invoice state all the dispositions of this Protection Plan (Plan), sold by the retailer for the benefit of the Plan owner, and the obligations and services to be provided by Comerco Services Inc. (Comerco) for the product covered by this Plan. This Plan is administered by Comerco. Comerco deposits funds in a guarantee trust fund in order to cover future claims. This trust is also bonded in part by an insurance company. Comerco agrees to:

### APPLIANCES PLAN:

1. Repair without charge or replace the covered product, in the case of a manufacturing defect or if any of the parts necessary for its normal functioning breaks, under normal conditions of use, during the coverage period of the Plan.
2. Reimburse frozen food losses following a covered failure. The maximum payable amount per covered failure is \$125, with a maximum for the duration of the Plan of \$250 for the freezer section of a refrigerator. For a standalone freezer, the maximum payable amount per covered failure is \$250, with a maximum for the duration of the Plan of \$500. In these cases, Comerco will inform the Plan owner about the procedure for obtaining a refund.
3. Replace the product upon the confirmation, by an authorized technician, of a fourth (4<sup>th</sup>) failure of the same major part during the coverage period of the Plan.
4. Replace broken control knobs that prevent the product from functioning. Comerco will send the button(s) by mail to the Plan owner.
5. Repair damages due to power surges.
6. Repair damage caused by thermal stress on glass ceramic cooktops. Pictures will have to be sent to Comerco to determine if a technician's visit is necessary. An authorized technician must confirm damage caused by thermal stress.
7. Repair damages due to rust:
  - That prevent the product from functioning as designed;
  - That affect a washer's tub, a dryer's drums or a dishwasher's baskets.
8. Allow one (1) preventive inspection for the duration of the Plan, at the Plan owner's request and according to the Comerco checklist. If a Plan covers several products, the preventive inspection is available for all products, during a single technician visit.

### REPLACEMENT PLAN:

9. Replace the product that is subject to a failure covered by this Plan.

## GENERAL CONDITIONS

10. The Plan becomes effective following the expiry date of the manufacturer's warranty for parts and labour for the chosen term, as indicated on the purchase invoice, up to a maximum of:
  - Six (6) years from the date of possession for appliances
  - Four (4) years from the date of possession for the Replacement Plan
11. To qualify for coverage offered by the Plan, the covered product must be purchased as new and be covered by a repair warranty period of at least ninety (90) days. Failures must be reported during the coverage period of the Plan.
12. Comerco may decide to replace a product rather than repair it.
13. The maximum value, at the time of a replacement, is the price paid for the original product, as stipulated on the purchase invoice. This amount, excluding taxes, must not exceed \$25,000 for the Appliances Plan and \$300 for the Replacement Plan. Please note that, if the price of the replacement product is less than the price of the original product, the difference will not be refunded. The replacement will be finalized by a Comerco authorized retailer.
14. Comerco's sole obligation will be to provide a replacement product, in accordance with the procedure set out in Article 13, in the event that:
  - the manufacturer ceases to operate;
  - the parts are no longer available; or
  - in any other circumstance for which, at Comerco's discretion, a repair is not considered.
15. From the moment a product has been replaced or a credit provided, Comerco will have met all its obligations and the coverage will become null and void on that specific product.
16. Repairs will be carried out by a service centre specified by Comerco. Products for which the manufacturer's warranty offered in-home service will be eligible for in-home service under the terms of the Plan. If in-home service is not offered by the manufacturer in the area where the Plan owner resides when a defect occurs, the Plan owner will be responsible for bringing the covered product to a service centre identified by Comerco or obtain a full refund for the value of the Plan from the retailer. Service will be provided during normal business hours. If available and subject to the availability of the service centre, service will be provided, on request, during evenings or on weekends. In order to receive in-home service, the product requiring service must be easily accessible and be in a safe, non-threatening environment, as determined by the technician.
17. This Plan is valid for products intended for use in a domestic single-family dwelling only. Products which are installed in common usage areas of a multi-unit dwelling cannot benefit from this Plan. In the case of a home business, only home daycares and private nursing homes are eligible for coverage. Any other type of business is considered commercial and cannot benefit from this Plan. Commercial or rental usage will render this Plan null and void and if no costs have been incurred by Comerco, the Plan owner may obtain a full refund of the Plan from the retailer.

## ARE EXCLUDED FROM COMERCO'S RESPONSIBILITY

### 18. DAMAGES CAUSED BY:

- 18.1. Failure to conform to the manufacturer's recommended use or use in conditions for which the product was not intended.
- 18.2. External causes, rust, (except if covered by Article 7.) insect or rodent infestations, inappropriate use, inappropriate installation, abuse or improper hook-ups, abusive or improper manipulation, a modification, an accident, a shock, a fall, chemical corrosion, damage that occurred during delivery or data transmission problems.
- 18.3. Sand, liquid or humidity infiltration, unless the product is explicitly specified by the manufacturer as being submersible.
- 18.4. Failures that are the subject of a manufacturer recall or service bulletin. Also, repairs, replacements parts or labour costs that are covered by a manufacturer's warranty or an insurance policy.

### 19. THE FOLLOWING PRODUCTS OR COMPONENTS:

- 19.1. Garnishes, command inscriptions and gradations, any esthetical components, products or parts covered by a manufacturer's warranty.
- 19.2. Warping or caving in of the structure.
- 19.3. Any part or component of a structural nature that does not affect the correct functioning of the product.
- 19.4. Parts that should be replaced or cleaned periodically under normal usage such as, without being limited to, bulbs, lamps, fuses, filters, batteries or ink cartridges. However, Comerco will pay the labour costs for the replacement of sealed batteries that are not accessible to the Plan owner.
- 19.5. Glass, adjustable legs, rollers, handles, refrigerator sliders and rails damaged by external causes.
- 19.6. Satellite antennas, cables, shelves, drawers as well as the cleaning of glass and screens.
- 19.7. Any and all products with a tampered or absent serial number. In this case, the Plan becomes null and void, without refund.
- 19.8. Burnt phosphors in or on the screen surface and the replacement or repair of pixels beyond the original manufacturer's guidelines.

### 20. OTHER EXCLUSIONS:

- 20.1. Odours.
- 20.2. Noise and product performance which are not caused by a failure.
- 20.3. Consequential damage, loss of use, revenue, salary and time 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. Costs related to the removal, delivery and relocation of a product or, in the event of a visit by a technician, the removal and reinstallation of a product that is not readily available.
- 20.7. Any repairs unauthorized by Comerco. In this case, the Plan will become null and void, without refund.
- 20.8. 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 that a suspension of benefits occurs.
- 20.9. In the event of a failure affecting an item that is part of a pair or set, Comerco's responsibility will be limited to the repair, replacement or a credit equivalent to the purchase price of the product that has experienced the failure.

## SERVICE AND OTHER PRECISIONS

21. **TO OBTAIN SERVICE:** A picture of the product, damage, serial number label or a copy of the purchase invoice may be required.
  - For the Appliances Plan: You may report the failure by completing the form at [www.comerco.com/servicerequest](http://www.comerco.com/servicerequest) or by contacting Customer Service at 1-877-710-4653.
  - For the Replacement Plan: The Plan owner must return the product to the selling retailer. The retailer will validate product failure. Upon failure validation, a replacement authorization will be sent to the retailer within two (2) business days. The Plan owner will have to select a replacement product and the retailer will deduct the purchase price of the original product before taxes from the price of the replacement product.
22. **CANCELLATION:** Comerco may cancel the Plan at any time, on the basis of fraud. The Plan owner may cancel the Plan, for any reason, anytime within the thirty (30) days following the date of purchase, provided no claims have been reported and receive a full refund for the purchase price of the Plan from the selling retailer.
23. **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.
24. **TRANSFERABLE:** This Protection Plan is transferable from one owner to another, without charge, by completing the request online at [www.comerco.com/ownertransfer](http://www.comerco.com/ownertransfer).

### CUSTOMER SERVICE:

[www.comerco.com/servicerequest](http://www.comerco.com/servicerequest)

1-877-710-4653



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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.

# Plan Benefits\*



No-lemon warranty\*\*



Preventive inspection



Protection against power surges



No deductible



Transferable from one owner to the next without charge



Parts and labour coverage up to 4 additional years



Protection against frozen food losses



Service available in Canada and continental USA



Repaired to the manufacturer's specifications



Product failure due to rust



10% off parts and labour  
(at participating service centres)



Guaranteed by an Insurance Company



Knob replacement



Damage caused by thermal stress on glass ceramic cooktops



In case of a replacement, credit is equivalent to the purchase price

\*See terms and conditions for details. Certain restrictions apply.

\*\*Replacement, after the fourth failure of the same major part, during the coverage period of the Plan.



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