

Contract of Additional Warranty

This is a legal contract (referred to hereinafter as the “Plan”). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Obligor: The company obligated under this Plan is Asurion Canada, Inc. (“Asurion”) and can be contacted at 11 Ocean Limited Way, Moncton, New Brunswick E1C 0H1 Canada, telephone at 1-866-213-2143.

Definitions: Definitions: Throughout this Plan the words (1) “we,” “us,” or “our” refer to the obligor referenced above; (2) “you” and “your” refer to the person who purchased this plan; (3) “Bell” refers to Bell Mobility Inc., including Virgin Plus, a brand operated by Bell, the wireless service provider; (4) “covered device” means a wireless device owned by you which we have designated as eligible for coverage under the Plan and for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID) of such wireless device is reflected in the records of Bell at the time your coverage initially became effective; and 2) outgoing airtime usage has been logged with Bell on your account after coverage became effective; (5) “covered breakdown” refers to the (a) mechanical or electrical failure of the product after the one-year manufacturer warranty expires caused by defects in parts and workmanship which are the result of normal usage, including dust, heat, humidity, and power surge, and (b) accidental damage from handling resulting from normal use (including liquids); (6) “replacement device” refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY that performs to the factory specifications of the original COVERED DEVICE;** (7) “program” refers to the Smart/Phone Care BYOD program.

Agreement. You agree to all the provisions of this contract when you enroll in the program and pay for it. We may change the monthly charge for the program or these terms and conditions from time to time upon at least thirty (30) days' written notice to you. Such notice may be provided in a bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method, at our discretion. By providing your electronic address to us, Asurion or Bell, you are authorizing us to communicate with you electronically. Your continued use of the program and payment of the charges, after such notice, constitutes your acceptance of the changes. The program is available only to customers of Bell. Your participation in the program is optional, and you may cancel the Plan at any time. Please refer to the provision in this Plan regarding cancellation.

What is Covered: If the covered device fails due to a covered breakdown that is not covered under any insurance policy, warranty or other service plan, we will, at our sole option, repair it or replace it with a device of comparable kind and quality. We may, at our discretion: (i) repair the covered device; (ii) replace the covered device with a replacement device; or (iii) reimburse you in the form of an electronic payment or check for the replacement cost of the covered device as determined by us, based on the value of the covered device, as determined by us, immediately prior to the covered breakdown. Non-original manufacturer's parts may be used for repair of the covered device if the manufacturer's parts are unavailable. Technological advances may result in a replacement product with a lower selling price than the original product. The wireless device we provide as the replacement device immediately becomes the covered device. **NOTE:** You are responsible for backing up all software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, music, or other nonstandard software or data on your product.

Plan Period: Your coverage begins on the date you enrolled in the program and continues month-to-month until terminated by you or by us. We may elect not to renew the program upon thirty (30) days' written notice to you. The program is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain additional benefits as outlined in the “Definitions” provision during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the program's terms and conditions.

Charges. You will be billed once each month on your bill from Bell. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and

assessments, if any, may be added to your bill or, at our discretion, collected from you prior to providing a replacement device.

To Make a Claim / How it works: When your covered device experiences a covered breakdown, call Asurion at 1-866-213-2143 or visit asurion.com/claims/virginplus, to process your claim 24 hours a day, 7 days a week, within 30 days of the covered incident. **You must call prior to having your product serviced; all repairs or replacements must be authorized in advance.** Unauthorized repairs or replacements may not be covered. Once a claim is approved, the Insured will receive the replacement by mail within 2 to 10 business days to the address provided during the claim process. If a replacement is provided, you will receive the replacement device by mail within 1 to 10 business days, in most cases. If you choose to have the replacement device delivered on a Saturday, an additional \$20 shipping fee will apply. If the replacement device is shipped outside of Canada, an additional \$30 shipping fee will apply. We may require you to fill out a claim facilitation form prior to receiving service or a replacement under this Plan. You may also be required to produce photo identification issued to you by a Provincial or Federal government office as a condition of receiving service or replacement or reimbursement under this Plan.

Claim Limit: A maximum of two (2) claims will be allowed in any consecutive 12-month time period for the covered device. When this limit is exhausted, our obligations under this Plan will be satisfied and your coverage will terminate. For any single claim, the maximum amount we will spend to replace or repair the covered device is \$3,000.00.

Claim Service Fee: You must pay a non-refundable claim service fee, and any applicable taxes, for each approved repair or replacement before your claim can be completed, and the service fee does not reduce the Claim Limit. The service fee amount is based on the device tier of the claimed covered device, as shown in the schedule below. See asurion.com/claims/virginplus for the specific claim service fee for your device.

Device Category	Claim Service Fee
Tier 1	\$49
Tier 2	\$99
Tier 3	\$149
Tier 4	\$249
Tier 5	\$449

Return of Replaced Device/Non-return Charge: The covered device approved for replacement must be returned to us. You will be required to return the claimed covered device to us at our expense within fifteen (15) days, in the return mailer we provide. You must return the covered device as directed by us, including unlocking the covered device, or pay a non-returned device charge of up to \$1,150. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED DEVICE AS DIRECTED.** If you return a device that is not the covered device, a shipping and restocking fee of \$15.00 may be charged.

Transferability: This program is non-transferable.

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

The program does not cover:

- a) incidental or consequential damages;
- b) failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements;
- c) abuse, misuse, intentional damage, improper installation, or customer negligence;
- d) pre-existing covered incidents to the covered device occurring before the time it was established as the covered device;
- e) lost or stolen devices;
- f) devices with flexible glass or hinge display capabilities, otherwise referred to as flip or fold devices; and
- g) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to

the covered device however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the covered device.

Further, the covered device does not include and the program does not cover:

- a) contraband or property in the course of illegal transportation or trade;
- b) property in transit to you from anyone other than us;
- c) battery chargers (one standard charger will be provided with replacement device on approved claims for replacement of the covered device if the charger has also failed);
- d) any accessories (except as otherwise provided with respect to standard batteries, standard battery chargers, and SIM Card), including but not limited to: color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers;
- e) unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer; or
- f) covered device that is missing any part or parts.

Cancellation: This Plan is provided on a month-to-month basis and may be cancelled by you at any time for any reason. You may cancel by calling Bell at **1-800-667-0123**. If enrolled in New Brunswick or Labrador, you must call us at **1-800-667-0123** to cancel. We may cancel your coverage if: you enrolled an ineligible device, we do not receive your payment for monthly service, you have met your claim limits, or you default on any of your other obligations under this Plan. If you are enrolled in Newfoundland and Labrador and we cancel the Plan, we will give you at least 60 days' notice in writing. In all other provinces, we will provide 30 days' notice of the cancellation. The notice will explain the reasons for the cancellation and the effective date of the cancellation. If you are enrolled in New Brunswick and this Plan is cancelled (a) within the first 20 days of your enrollment date, we will refund the full monthly fee collected less any claims paid, or (b) after the first 20 days of your enrollment date, we will refund the unused monthly fee collected, prorated on a daily basis, less any claims paid. In all other provinces, if this plan is cancelled we will refund the unused monthly fee collected, prorated on a daily basis, less any claims paid. We will then stop all monthly charges.