

## **Furniture Protection Policy**

## This Policy contains clauses which may limit the amount payable.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Continental Casualty Company's insurance business in Canada.

In witness whereof, Continental Casualty Company, Canadian Branch, has caused this Policy to be signed by its Chief Agent at Toronto, Ontario, and countersigned below by duly authorized executives at Chicago, Illinois.

### CONTINENTAL CASUALTY COMPANY

CHAIRMAN OF THE BOARD DINO ROBUSTO

SECRETARY STATHY DARCY CHIEF AGENT NICK CREATURA

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## 1. Policy Introduction

- 1.1. Welcome to Your Furniture Protection Policy. When purchased for the Covered Product, this Policy provides coverage as described in Section 5. "What is Covered." This document outlines all the details of Your Policy, such as coverage information, instructions on how to file a claim, cancellation conditions, and lots more. Please reach out to Our Administrator at support@extend.com or (877) 248-7707 with any questions.
- 1.2. This is an insurance policy. This Policy is available for sale in British Columbia and Québec only.

## 2. Your Responsibilities

- 2.1. Please read this Policy carefully so that You fully understand Your coverage and make an informed decision. We draw Your attention to the limitations, conditions, obligations, and exclusions stipulated under this Policy.
- 2.2. This Policy does not replace Your manufacturer or Selling Retailer/Distributor warranty, maintenance plan or any other insurance policy or agreement You may have for the Covered Product.
- 2.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or any other warranty included with the Covered Product.
- 2.4. You must keep this Policy as You may be required to provide it to obtain service. Refer to Your Purchase Confirmation to determine the Policy Term and other important information that may affect Your coverage under this Policy.

### 3. Definitions

- 3.1. Administrator: Extend, Inc., Telephone: (877) 248-7707, email: support@extend.com.
- 3.2. **CCC, Our, Us or We**: the Insurer obligated to perform under this Policy.
- 3.3. **Coverage Term**: the period that Your Covered Product is covered by this Policy which begins upon the later of (i) the date of delivery of Your Covered Product (the first delivery date if Covered Product individual items are shipped separately) and (ii) the purchase date of Your Policy (as shown on Your Purchase Confirmation) and ends after the Policy Term. Our obligation under this Policy will cease at the end of the Coverage Term unless ending earlier according to the terms of this Policy.
- 3.4. **Covered Product**: a single furniture item or multiple furniture items/products sold under a single Stock Keeping Unit (SKU) (unless indicated otherwise in Section 4. "Eligible Product Categories") that is covered by this Policy and shown on Your Purchase Confirmation.
- 3.5. **Failure**: mechanical, electrical or structural breakdown of Your Covered Product causing Your Covered Product not to perform its intended function due to defects in materials or workmanship. Coverage of mechanical,

- electrical or structural Failure (if applicable to Your Covered Product) begins upon the expiration of the shortest part of the manufacturer's warranty.
- 3.6. **Insurer**: Continental Casualty Company ("CCC"), Canadian Branch, 66 Wellington Street West, Suite 3700, Toronto, Ontario M5K 1J5, Canada, telephone (800) 831-4262.
- 3.7. Leather: genuine leather (aniline, finished, pull-up, waxed, semi-aniline) and manufactured leather (bicast, bonded, split grain, faux leather or vinyl). Furniture made of other leather types (such as suede or exotic) is ineligible.
- 3.8. **Pet**: a cat, dog, bird, fish, rabbit, hamster, guinea pig, gerbil, caged reptile or caged amphibian kept in the home for companionship purposes.
- 3.9. **Policy**: this policy of insurance between You and Us, including the Purchase Confirmation.
- 3.10. Policy Term: the length of time coverage is provided by this Policy, as shown on Your Purchase Confirmation.
- 3.11. **Premium:** the price You paid for this Policy, as shown on Your Purchase Confirmation.
- 3.12. **Purchase Confirmation**: Your sales receipt or purchase confirmation email from the Administrator or the Selling Retailer/Distributor for the purchase of this Policy.
- 3.13. **Purchase Price**: the price You paid for the Covered Product, excluding sales tax, delivery, installation, and handling, as shown on Your Purchase Confirmation.
- 3.14. **Selling Retailer/Distributor**: the entity selling the Covered Product and this Policy as shown on Your Purchase Confirmation.
- 3.15. **You, Your, Insured or Purchaser**: the insured of this Policy and the purchaser of the Covered Product(s) and this Policy, as shown on Your Purchase Confirmation.

## 4. Eligible Product Categories

Only the following furniture items used in a residential setting, as defined below, are eligible for coverage:

- 4.1. **Adjustable Bed Base**: multi-hinged bed frame(s) that can be profiled to a number of different positions, such as inclining the upper body and raising the lower body independently of each other.
- 4.2. **Free-standing Indoor Electric Fireplace**: indoor ventless electric heater insert that mimics a coal, wood or natural gas burning fire, using electrical components and is surrounded by a free-standing cabinet made of wood or other hard surface materials.
- 4.3. **Game Table**: billiard, poker, pool, shuffleboard, air hockey, foosball, tables.
- 4.4. **Indoor Area Rug**: a single area rug intended for indoor use and sold under a single SKU; made with wool, cotton, silk, nylon, olefin or polyester.
- 4.5. **Indoor Furniture**: indoor furniture constructed of upholstered fabric, Leather or wood/hard surfaces.
- 4.6. Indoor Massage Chair: indoor massage chair constructed of upholstered fabric or Leather.
- 4.7. Mattress: An individual mattress, excluding box springs, vinyl, inflatable, blow-up or sofa-sleeper mattresses.
- 4.8. **Outdoor Furniture**: outdoor furniture, free-standing/mobile canopy, gazebo, umbrellas, and pergolas constructed of upholstered fabric (excluding leather) and wood/hard surfaces, all of which are intended for outdoor use, and propane fire pits.

## 5. What is Covered

- 5.1. **Adjustable Bed Base**: This Policy provides coverage for Failures to the following components during normal use, except for what is listed in Section 6. "What is Not Covered."
  - 5.1.1. Frames.
  - 5.1.2. Welds.
  - 5.1.3. Mechanisms (including inclining, reclining, heating, and vibrating).
  - 5.1.4. Electrical components (including motors, wiring, and remote operation devices).
  - 5.1.5. We will provide service under this Policy only for Failure of a component part of Your Covered Product that was originally installed by the manufacturer and covered by the original manufacturer warranty, subject to Section 5.1.6.
  - 5.1.6. We will provide coverage only for that portion of the original manufacturer's warranty or extended warranty that has expired. For example, if the warranty for labour has expired, but the warranty for parts remains in effect, then We will be responsible only for the labour required to repair or replace component parts of Your Covered Product or to replace Your Covered Product as provided by this Policy.
- 5.2. **Free-standing Indoor Electric Fireplace**: This Policy provides coverage for the following Failure or accidental stain or damage that arises from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."

- 5.2.1. Cabinet (including fronts, louvres, doors, screens, hoods, frames, trim, surrounds, and mantels):
  - 5.2.1.1. Food and beverage stains.
  - 5.2.1.2. Liquid marks and rings.
  - 5.2.1.3. Scratches, gouges or chips.
  - 5.2.1.4. Burns or heat marks that are not caused by a fire.
  - 5.2.1.5. Checking, cracking, bubbling or peeling of the finish.
  - 5.2.1.6. Chips, scratches or breakage of glass or mirrors.
- 5.2.2. Electric Insert Failure After Manufacturer Warranty:

Under this Policy, We will furnish or pay for parts and labour (as described in this section) to repair or replace fireplace insert components that suffer Failure from normal use, including:

- 5.2.2.1. Wiring.
- 5.2.2.2. Blower and flame motors.
- 5.2.2.3. Remote transmitter and sensor.
- 5.2.2.4. Control/circuit board.
- 5.2.2.5. Fuse.
- 5.2.2.6. We will provide coverage only for that portion of the original manufacturer's warranty or extended warranty that has expired. For example, if the warranty for labour has expired, but the warranty for parts remains in effect, then We will be responsible only for the labour required to repair or replace component parts of Your Covered Product or to replace Your Covered Product as provided by this Policy.
- 5.3. **Game Table**: This Policy provides coverage for the following Failures or accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
  - 5.3.1. **Felt**:
    - 5.3.1.1. Food or beverage stains.
    - 5.3.1.2. Cuts, tears or rips.
    - 5.3.1.3. Cigarette or cigar burns.
  - 5.3.2. **Wood**:
    - 5.3.2.1. Food or beverage stains.
    - 5.3.2.2. Liquid marks and rings.
    - 5.3.2.3. Scratches, gouges or chips.
    - 5.3.2.4. Cigarette or cigar burns.
  - 5.3.3. **Other**:
    - 5.3.3.1. Breakage or Failure of integral electrical and/or electronic components.
    - 5.3.3.2. Breakage of slate, other than Failure.
  - 5.3.4. Chair Wood and Fabric or Leather Upholstery:
    - 5.3.4.1. Food or beverage stains.
    - 5.3.4.2. Punctures, cuts, tears or rips.
    - 5.3.4.3. Liquid marks and rings.
    - 5.3.4.4. Scratches, gouges or chips.
    - 5.3.4.5. Cigarette or cigar burns.
- 5.4. **Indoor Area Rug**: This Policy provides coverage for the following Failure and accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
  - 5.4.1. Food or beverage stains.
  - 5.4.2. Human and Pet bodily fluid/waste stains (not including perspiration, hair oils or body oils).
  - 5.4.3. Puncture, cut, tear or rip.
  - 5.4.4. Burns that are not caused by a fire.
  - 5.4.5. Border seam Failure that causes a tear up to six inches in length.
- 5.5. **Indoor Furniture**: This Policy provides coverage for the following Failure and accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
  - 5.5.1. Fabric or Leather Upholstered Furniture:
    - 5.5.1.1. Food or beverage stains.
    - 5.5.1.2. Human or Pet bodily fluid/waste stains (not including perspiration, hair oils or body oils).
    - 5.5.1.3. Ballpoint pen ink stains.
    - 5.5.1.4. Nail polish/nail polish remover stains or damage.
    - 5.5.1.5. Punctures, cuts, tears or rips.
    - 5.5.1.6. Burns that are not caused by a fire.

- 5.5.1.7. Seam separation.
- 5.5.1.8. Zipper and button breakage.
- 5.5.1.9. Failure of frames, springs, mechanisms, motors, levers or hand wands or power or remote cords used for sleeper, reclining, and inclining applications, and integral electronic components (chargers, power outlets, lighting, LEDs, USB ports, massage mechanisms, tablet and laptop docking stations, speakers), including power surge, that were originally installed by the manufacturer and covered by an original manufacturer's warranty and such warranty has expired.
- 5.5.1.10. Note: Items 5.5.1.7. through 5.5.1.9. are covered regardless of whether the damage arises from a specific occurrence.

## 5.5.2. Wood and Other Hard Surface Furniture:

- 5.5.2.1. Human or Pet bodily fluid/waste stains (not including perspiration, hair oils or body oils).
- 5.5.2.2. Food or beverage stains.
- 5.5.2.3. Nail polish/nail polish remover stains or damage.
- 5.5.2.4. Liquid marks and rings.
- 5.5.2.5. Breakage, other than Failure.
- 5.5.2.6. Scratches, gouges or chips.
- 5.5.2.7. Burns or heat marks that are not caused by a fire.
- 5.5.2.8. Checking, cracking, bubbling or peeling of the finish.
- 5.5.2.9. Chips, scratches, and breakage of glass or mirrors.
- 5.5.2.10. Loss of silvering on mirrors.
- 5.5.2.11. Failure of frames, springs, mechanisms, motors, levers or hand wands or power or remote cords used for lift, height adjustment, reclining, and inclining applications, and integral electronic components (chargers, power outlets, lighting, LEDs, USB ports, tablet and laptop docking stations, speakers), including power surge, that were originally installed by the manufacturer and covered by an original manufacturer warranty and such warranty has expired.
- 5.6. **Massage Chair**: This Policy provides coverage for the following Failures and accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
  - 5.6.1. Food or beverage stains.
  - 5.6.2. Human or Pet bodily fluid/waste stains (not including perspiration, hair oils or body oils).
  - 5.6.3. Ballpoint pen ink stains.
  - 5.6.4. Nail polish/nail polish remover stains or damage.
  - 5.6.5. Punctures, cuts, tears or rips.
  - 5.6.6. Burns that are not caused by a fire.
  - 5.6.7. Seam separation.
  - 5.6.8. Zipper and button breakage.
  - 5.6.9. Failure of frames, springs, mechanisms, motors, levers or hand wands or power or remote cords used for sleeper, reclining, and inclining applications, and integral electronic components (chargers, power outlets, lighting, LEDs, USB ports, massage mechanisms, tablet and laptop docking stations, speakers), including power surge, that were originally installed by the manufacturer and covered by an original manufacturer's warranty and such warranty has expired.
- 5.7. **Mattress**: This Policy provides coverage for the following accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
  - 5.7.1. Food or beverage stains.
  - 5.7.2. Human or Pet bodily fluid/waste stains (not including perspiration, hair oils or body oils).
  - 5.7.3. Ballpoint pen ink stains.
  - 5.7.4. Burns that are not caused by a fire.
  - 5.7.5. Punctures, cuts, tears or rips.
- 5.8. **Outdoor Furniture**: This Policy provides coverage for certain Failures and the following accidental stains or damage that arise from a specific occurrence during normal use, except for what is listed in Section 6. "What is Not Covered."
  - 5.8.1. Fabric Upholstered Areas and Cushion Sets:
    - 5.8.1.1. Food or beverage stains.
    - 5.8.1.2. Human and Pet bodily fluid/waste stains (not including perspiration, hair oils or body oils).

- 5.8.1.3. Ballpoint pen ink or marker stains.
- 5.8.1.4. Cosmetic, suntan lotion or suntan oil stains.
- 5.8.1.5. Bleach or chlorine stains.
- 5.8.1.6. Punctures, cuts, tears or rips.
- 5.8.1.7. Burns or heat marks that are not caused by a fire.

## 5.8.2. Outdoor Hard Surfaces (including wood, glass, stone, wicker, plastic/resin, and metal):

- 5.8.2.1. Food or beverage stains.
- 5.8.2.2. Scratch, gouge, chip, crack, burn, heat mark, liquid mark or ring.
- 5.8.2.3. Breakage, other than Failure.
- 5.8.2.4. Breakage of tabletops, other than Failure.
- 5.8.2.5. Breakage of welds, other than Failure.
- 5.8.2.6. Breakage of rocker, swivel, glide, and recline mechanisms.
- 5.8.2.7. Scratches on cast aluminum that penetrate through the finish exposing the aluminum.

## 5.8.3. Free-standing/Mobile Canopy, Gazebo, Umbrella, and Pergola:

- 5.8.3.1. Food or beverage stains.
- 5.8.3.2. Failure of support ribs or cover sling frame.
- 5.8.3.3. Burns that are not caused by a fire.
- 5.8.3.4. Failure of mechanisms, if these components were originally covered by an original manufacturer's warranty and such warranty has expired.

## 5.8.4. **Propane Fire Pits**:

- 5.8.4.1. Breakage of tabletop, other than Failure.
- 5.8.4.2. Failure of burning mechanism/component, if the mechanism/component was originally covered by an original manufacturer's warranty and such warranty has expired.

### 6. What is Not Covered

Some causes and some types of Failure, stains or damage are not eligible and are therefore excluded from coverage under this Policy. This Policy does not cover any stain, damage or Failure that is not specifically listed in Section 5. "What is Covered," or any of the following:

### 6.1. ALL PRODUCT CATEGORIES:

- 6.1.1. any manufacturer defect that occurs before the expiration of the manufacturer warranty,
- 6.1.2. any loss of metal finishes,
- 6.1.3. any stain or damage or Failure if You have not fulfilled Your responsibilities as described in this Policy,
- 6.1.4. loss or injury to a person or loss or damage to other property or any incidental, contingent, special or any direct or indirect loss and consequential damages, including, but not limited to, losses incurred due to any delay in rendering service under this Policy or resulting in loss of use,
- 6.1.5. stains, damage or Failure that is covered by a recall or factory bulletins. This exclusion applies even if the manufacturer is no longer doing business as an ongoing enterprise,
- 6.1.6. any stain, damage or Failure covered under any maintenance plan, manufacturer's warranty, extended warranty, retailer warranty, homeowner's or renter's or other insurance policy, credit card protection program, lease-to-own or protection plan,
- 6.1.7. when the actions listed in Section 7. "How to File A Claim" have not been followed,
- 6.1.8. any consumables (items designed to be periodically replaced during the life of the Covered Product), such as filters, batteries, and light bulbs,
- 6.1.9. non-functional parts, such as knobs, plastic parts, buttons or rollers, unless listed as covered in Section 5. "What is Covered,"
- 6.1.10. routine cleaning, preventative maintenance or customer education,
- 6.1.11. the buildup of stains, damage or Failures caused by normal or ordinary wear-and-tear, and/or the buildup of stains, damage or Failures that accumulate gradually over time from repeated use, rather than from a particular occurrence. This includes, but is not limited to, stains from perspiration, hair oil or body oil, softening of cores and cushions, stretching of seams, fading and rub marks, uneven surfaces, nicks, piling of fabric, soiling, buildup of residue (e.g., hairspray), and shifting of stuffing,
- 6.1.12. areas of the Covered Product that are made or upholstered with customer's own material (COM). However, non-COM areas or components may be eligible for service,
- 6.1.13. seat cushions, throw pillows or other accessories not purchased as part of the Covered Product,

- 6.1.14. manufacturer's product quality issues, including but not limited to damage or Failure resulting from defects in design, materials or workmanship, except for Failures specifically listed in Section 5. "What is Covered,"
- 6.1.15. loose joints,
- 6.1.16. nubuck, suede, exotic, embossed or stamped leather,
- 6.1.17. split-grain leather hides used in seat cushions, back cushions or arm areas,
- 6.1.18. stress tears (tearing or ripping of upholstery within one-half inch of and parallel to the seam line), or fabric flaws, other than covered Fabric Failure,
- 6.1.19. seam separation (the stitching coming apart), unless specifically listed as covered in Section 5. "What is Covered,"
- 6.1.20. any product sold without a manufacturer's warranty,
- 6.1.21. Failures, including but not limited to, to items not covered, noises, squeaks, etc., except for Failures specifically listed in Section 5. "What is Covered,"
- 6.1.22. any Covered Product that is not accessible for service,
- 6.1.23. fading, colour loss or colour change,
- 6.1.24. loss of foam and/or innerspring resiliency (including body impressions),
- 6.1.25. odours, including odours that remain after a visible stain is cleaned,
- 6.1.26. scuffing, scrapes or other surface abrasions, including pilling, snags, bunching or fraying of fabric, and surface scratches (those that do not penetrate the finish or material) on leather or hard surfaces,
- 6.1.27. cracking and peeling leather,
- 6.1.28. leather markings, including but not limited to, scars, insect bites, brand marks, and wrinkles, and wood or fabric dye lot, finish or colour variations,
- 6.1.29. "X" cleaning code and non-colourfast materials, fabric or leather (fabric or leather that loses colour even when cleaned according to the manufacturer's cleaning instructions),
- 6.1.30. stain, damage or Failure caused by prolonged periods of dampness or condensation or caused by water leaks, including but not limited to, those from skylights, roofs or water pipes, appliance malfunctions, air conditioners, and water heaters,
- 6.1.31. stain, damage or Failure caused by fire, smoke, flood, other natural disaster or act of God, theft, vandalism or as a result of any other illegal activity,
- 6.1.32. stain, damage or Failure caused by independent contractors, including but not limited to, cleaning or maintenance personnel, painters or other repair or contractor services that were not retained by Extend to service Your Covered Product,
- 6.1.33. Your failure to care for and maintain the Covered Product in accordance with the manufacturer's recommendations, instructions or warranty,
- 6.1.34. damage caused by lost or improper electrical (including surges) or fuel supply, unless listed as covered in Section 5. "What is Covered,"
- 6.1.35. use of Your Covered Product for a purpose other than that for which it was designed,
- 6.1.36. cleaning methods other than those recommended by the manufacturer. This includes colour loss or colour change,
- 6.1.37. animal stains and damage, unless listed as covered in Section 5. "What is Covered,"
- 6.1.38. repeated incidents of human and Pet bodily fluid/waste stains (including, but not limited to, incontinence) and Pet damage are considered non-accidental occurrences and are not covered under this Policy.
- 6.1.39. a Covered Product that shows signs of infestation by insects, bed bugs, termites, cockroaches, rodents or other vermin,
- 6.1.40. stains or damage caused by or resulting in mould or mildew,
- 6.1.41. stains, damage or Failure caused by (a) intentional acts or (b) non-accidental acts or omissions which, in Our sole discretion, are determined to have been reasonably preventable and are severe, excessive, extreme or repetitious in nature, including but not limited to, cuts, rips, teething marks, tears, ink, paint, crayon, marker or pencil damage,
- 6.1.42. this Policy does not cover Failure, stains or damage that occur in non-household environments, including but not limited to:
  - 6.1.42.1. before the Covered Product is delivered to Your residence; while the Covered Product is located somewhere other than within Your residence, including but not limited to, when in storage, being moved to or from storage or between residences,

- 6.1.42.2. a Covered Product that is or has been used for business, commercial, institutional or rental purposes, including but not limited to, a Covered Product used for a daycare center or used in premises rented to others or used in communal areas of multi-family housing, regardless of the length of the rental period.
- 6.1.43. any stain, damage or Failure caused during delivery, unpacking, assembly, installation or transportation,
- 6.1.44. all pre-existing conditions or damage to Covered Products occurring prior to the Coverage Term of this Policy, including damage occurring to floor samples or other products sold "as-is" before delivery,
- 6.1.45. coverage under this Policy is not available while Your Covered Product is located outside of the U.S. and Canada.
- 6.2. CATEGORY SPECIFIC EXCLUSIONS In addition to the exclusions listed above, this Policy does not cover:
  - 6.2.1. Adjustable Bed Base:
    - 6.2.1.1. cosmetic damage, rust or corrosion, scratches or dents,
    - 6.2.1.2. mattresses, where only adjustable bed base coverage is purchased,
    - 6.2.1.3. stains or damage to upholstered adjustable bed bases.
  - 6.2.2. Free-standing Indoor Electric Fireplace:
    - 6.2.2.1. any damage caused by heat generated by the fireplace,
    - 6.2.2.2. any stain of unknown origin,
    - 6.2.2.3. USB ports, electrical outlets, electrical appliances, clocks or other electrical accessories that are not a component part of the fireplace,
    - 6.2.2.4. artificial logs, insert panels, liners, wall switches/thermostats,
    - 6.2.2.5. fireplaces used as the primary heat source for Your residence or operated for excessive periods of time.
  - 6.2.3. Game Table:
    - 6.2.3.1. any stain of unknown origin or any stain that is not listed in Section 5. "What is Covered."
  - 6.2.4. Indoor Area Rug:
    - 6.2.4.1. any stain of unknown origin or any stain that is not listed in Section 5. "What is Covered,"
    - 6.2.4.2. pilling or fraying of Rug,
    - 6.2.4.3. fringe on Rug,
    - 6.2.4.4. rugs made of leather, hides, paper or viscose.
  - 6.2.5. Indoor Furniture:
    - 6.2.5.1. any stain of unknown origin or any stain that is not listed in Section 5. "What is Covered,"
    - 6.2.5.2. mattresses,
    - 6.2.5.3. dacron wrapping or stuffing in backs, pillows, armrests, footrests, ottomans,
    - 6.2.5.4. rips to dust or seat deck covers,
    - 6.2.5.5. components and mechanisms integrated into Furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks or others, unless specifically listed in Section 5. "What is Covered."
  - 6.2.6. Mattress:
    - 6.2.6.1. stain of unknown origin or any stain that is not listed in Section 5. "What is Covered,"
    - 6.2.6.2. box springs and mattress handles,
    - 6.2.6.3. loss of foam and/or innerspring resiliency (including body impressions), unless listed as covered in Section 5. "What is Covered,"
    - 6.2.6.4. components and mechanisms integrated into the mattress, including, but not limited to, mechanisms, motors, chamber, control box, cover, frame, hose, pump, pump controller, levers or hand wands, power or remote cords used for reclining, inclining, support, heating and cooling applications, unless specifically listed in Section 5. "What is Covered."
  - 6.2.7. Outdoor Furniture:
    - 6.2.7.1. any stain of unknown origin or any stain that is not listed in Section 5. "What is Covered,"
    - 6.2.7.2. mattresses,
    - 6.2.7.3. components and mechanisms integrated into Furniture, including but not limited to adjustable bed frames, sinks, plumbing, robotics, TV lifts, electronics, USB ports, electrical outlets, electrical appliances, fireplaces, clocks or others that are not included in Section 5. "What is Covered."

- 6.2.7.4. any natural gas, propane, electric or wood-burning fire pit, that is not specifically listed under Section 5. "What is Covered,"
- 6.2.7.5. animal damage (such as damage from beaks, teeth, and claws),
- 6.2.7.6. damage caused by improper storage during winter months, damage caused by wind, ice formation, moisture excursion, salt water, power washing, acidic corrosion or rusting.

## 7. How to File a Claim

You must follow all the procedures stated below to be eligible for service under this Policy. Your failure to comply will disqualify Your claim.

- 7.1. Read this entire Policy carefully to understand what this Policy covers and does not cover. We determine the coverage eligibility of Your Covered Product on the basis of this Policy document, the information You provide to Us when You submit Your claim, and, in some cases, the findings of an authorized technician during a service visit We arrange. Similarly, if an authorized technician finds the nature of the Failure, stain or damage is different from what You reported to Us, Your claim might not be covered under this Policy.
- 7.2. Within thirty (30) days of the date that a Failure, stain or damage occurs to Your Covered Product, You must report that Failure, stain or damage to Us, or Your claim will be denied. To report the Failure, stain or damage to Us, You may either: (a) Contact the Administrator online at https://customers.extend.com/claims or (b) Call the Administrator's toll-free number at (877) 248-7707 during normal business hours.
- 7.3. We must receive any photos or other documentation that We reasonably request in order to process Your claim within thirty (30) days of when You first reported Your claim. Otherwise, Your claim may be denied.

## 8. Service Procedures and Limit of Liability

- 8.1. If Your Covered Product suffers a covered Failure or is accidentally stained or damaged during the Coverage Term, and the type of Failure, stain or damage is covered under this Policy, We will repair, replace or provide You with a settlement as described in Section 8.1.3.2., not to exceed the Limit of Liability. Our service begins with Step 1 below, if applicable. If Step 1 below does not fully address the Failure, stain or damage, We will move to one or more of the other steps below:
  - 8.1.1. **Step 1. Cleaning Kit for Stains**: We may provide You with a cleaning kit or advice on how You may be able to remove the stain if You would like to try removing the stain Yourself. If You do not or if You decide that this method does not fully address Your covered stain and You inform Us within thirty (30) days of Your reporting the stain to Us, We will move to one of the next steps below.
  - 8.1.2. Step 2. Technician Assessment and Service: If You are within Our service network, We may send an authorized technician to assess the Failure, stain or damage and perform repairs if the technician determines that the Failure, stain or damage can be repaired. All repairs will be performed in a professional and skilled manner. (The service network is limited to the Selling Retailer/Distributor's selling and delivery area.) If the technician's service does not repair the Failure, stain or damage to Your Covered Product, You must notify Us within thirty (30) days of when the technician serviced Your claim.
    - 8.1.2.1. If You are outside the store's selling and delivery area, You agree to be responsible for the payment of added mileage charges or, in the alternative, to deliver (drop off and pick up) at Your own expense the affected product or products to a designated service depot.
    - 8.1.2.2. Once You have confirmed a service appointment, 24-hour notification is required if You need to cancel or reschedule. You agree to pay the incurred service rate if You fail to provide 24-hour notice or if You are not at the location at the time of the scheduled appointment.
    - 8.1.2.3. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS POLICY ARE YOUR RESPONSIBILITY.
  - 8.1.3. **Step 3. Replacement or Settlement**: If the authorized technician cannot remedy the Failure, stain or damage, then in Our sole discretion, We may arrange to provide a replacement or a settlement.
    - 8.1.3.1. **Replacement**: We may arrange to replace Your Covered Product based on the availability from the Selling Retailer/Distributor, not to exceed the Limit of Liability. Replacement products are ineligible for coverage and future claims under this Policy.

If the Covered Product is comprised of more than one item sold under a single SKU, We will replace the affected item only. Replacement of an affected item will complete the coverage and all Our obligations under this Policy for the replaced item, and the replaced item is ineligible for coverage and future claims under the Policy. However, other remaining items

- that are part of the Covered Product continue to be covered, subject to the terms of this Policy.
- 8.1.3.2. **Settlement**: We may provide You with a financial credit that may be in the form of a check, store credit or gift card at the Selling Retailer/Distributor store where You purchased the Covered Product. The amount of the settlement will be the Purchase Price of the Covered Product, less any paid claims. A settlement should be redeemed within a reasonable amount of time, not to exceed ninety (90) days after We notify You of Your settlement. Your acceptance of a settlement will complete the coverage and all Our obligations under this Policy for Your Covered Product.
- 8.1.4. If We provide a replacement or settlement, You agree the stained or damaged Covered Product becomes Our sole property. You will surrender possession of the stained or damaged Covered Product at the time of delivery of the replacement or time of settlement acceptance unless We have agreed to other arrangements with You.
- 8.2. **Limit of Liability**: Subject to the terms of this Policy, the most We will pay during the Coverage Term for all claims is the Purchase Price of the Covered Product.
- 8.3. **Expiration**: This Policy shall expire and all Our obligations under the Policy fulfilled upon the earliest of (i) the Coverage Term ending, (ii) the replacement of Your Covered Product, (iii) issuance of a settlement in lieu of replacement, and (iv) the Limit of Liability being met.

## 9. Cancellation

- 9.1. You may cancel this Policy for any reason at any time by calling the Administrator at (877) 248-7707 or emailing support@extend.com. If You request cancellation within sixty (60) days of the first date of delivery of Your Covered Product and no claim has been made under the Policy, You will receive a 100% refund of the Premium. For any other cancellation request, You will receive a pro-rata refund (based on the elapsed Coverage Term) of the Premium, less paid claims under this Policy, and less an administrative fee not to exceed the Premium or \$50, whichever is less.
- 9.2. We may cancel this Policy for fraud, material misrepresentation or non-payment by You or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address with the effective date of the cancellation and the reason for cancellation. You will receive a pro-rata refund of the Premium based on the elapsed Coverage Term, less paid claims (if any).
- 9.3. If this Policy was inadvertently sold to You in a jurisdiction where the Policy is not available for sale or on a product which was not intended to be covered by this Policy, We will cancel this Policy and return the full Premium to You, less paid claims (if any).

## 10. Conditions

- 10.1. **Renewal**: This Policy is not renewable.
- 10.2. Transferability: You may not transfer this Policy to any other individual or entity.
- 10.3. Territories: The sale of this Policy is limited to British Columbia and Québec, Canada only.
- 10.4. **Subrogation**: If We pay or render service for a stain, damage or Failure, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a covered stain, damage or Failure if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.
- 10.5. **Currency**: All references to currency in this Policy are in Canadian dollars and stated amounts are exclusive of any applicable taxes.

## 11. Legal Disclosures

11.1. **DISPUTE RESOLUTION/ARBITRATION AGREEMENT**: To the extent permitted by applicable law, You agree that all claims or disputes arising from or relating to this Policy, whether in contract, tort, pursuant to statute, regulation ordinance or in equity or otherwise, including disputes as to whether or not the Policy is binding, and whether Your dispute is with the Administrator, Insurer or the Selling Retailer/Distributor, will be settled by impartial arbitration by a single arbitrator (the "Arbitrator"). To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed Arbitrators within ten (10) business days of submitting Your claim. The Administrator has the right to question the proposed Arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed Arbitrators are neutral, You may be asked to proffer additional proposed Arbitrators until one is selected. The

Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the province in which this Policy was purchased, the province's arbitration rules will govern.

- 11.1.1. CLASS ACTION WAIVER: All arbitrations shall proceed on an individual basis. You agree that, to the extent permitted by applicable law, all claims or disputes arising from or relating to this Policy, whether by You or by Us, shall be brought in the parties' individual capacities only; and in so doing You waive the right to commence, certify or participate in any class action or other collective proceeding, including consolidated or joint actions or arbitrations without Our written consent. (This remedy is not available in the province of Québec.)
- 11.1.2. CHOICE OF LAW AND SEVERABILITY: The arbitration shall be governed by, and the Policy interpreted according to, the laws of Your province of residence at the time of entering into this Policy, and the federal laws of Canada applying therein, including all applicable laws and regulations concerning appeal rights in arbitration. If any part of this Policy is determined by the Arbitrator or a court to be unenforceable, that portion shall be severed without affecting the enforceability of the rest of this Agreement.
- 11.1.3. INJUNCTIVE RELIEF: You agree that nothing in this section or this Policy as a whole restricts, precludes or prohibits either You or Us from bringing an application in a court of competent jurisdiction for injunctive relief prior to or during the arbitration process.
- 11.2. **Entire Agreement**: This Policy shall collectively constitute the entire agreement relating to Your coverage. These documents will confirm Your eligibility to receive service under this Policy. No other verbal or written representations by the Selling Retailer/Distributor or marketing materials outside of this Policy shall be of any legal effect to this Policy.
- 11.3. **Severability**: Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.
- 11.4. **Action Against Us**: Every action or proceeding against an insurer for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the time set out in the Insurance Act or under any other law applicable to this Policy.
- 11.5. Payment Limitations: This Policy and each party's obligations hereunder are subject to applicable law and regulation, including, without limitation, to applicable export control laws and regulations of the United States and Canada in all applicable jurisdictions, including economic and trade sanctions administered by the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"). In furtherance of the foregoing, in no event will We be obligated to make any payment in connection with this Policy that would violate any order, guidance or other instruction issued by any governing body in Canada, the United States (including OFAC) or any other jurisdiction applicable to Us.

## 12. Personal Information

- 12.1. The Administrator, the Selling Retailer/Distributor, and CCC may collect, use, disclose, and otherwise process Your personal information in connection with The Policy (hereinafter "Personal Information") including through a website, on a claims portal, and by phone.
- 12.2. The Administrator and CCC may collect, use, disclose and otherwise process Your Personal Information for the purposes described in each party's Privacy Notices, including but not limited to, managing and administering the Policy, detecting, investigating, and preventing fraud, unauthorized or illegal activities, assessing, and processing claims, creating and maintaining records, insuring or reinsuring Policy liabilities, and providing customer service. We and the Administrator also may process Your information for other purposes upon providing You with specific notice and obtaining Your consent where or required by law or as otherwise permitted or required by law.
- 12.3. The Administrator, the Selling Retailer/Distributor, and CCC may exchange Personal Information for the purposes described above. You acknowledge that this will involve transferring data outside of British Columbia, Québec and within Canada and the United States.
- 12.4. The Administrator, the Selling Retailer/Distributor, and CCC will retain for the period reasonably necessary to achieve the purposes described above, unless a longer retention period is required or permitted by applicable law, taking into account relevant statute of limitations and records retention requirements.
- 12.5. To learn more about Your rights regarding Your Personal Information with Extend visit https://www.extend.com/privacy or write to Us at support@extend.com. To learn more about Your right regarding Your Personal Information with CCC, visit

https://www.cnacanada.ca/web/guest/cnacanada/privacy/privacy-policy. Requests to access Personal Information to the Privacy Officer must be in writing, either through the portal link provided above, by email or by mail. Or You may obtain a copy of CCC's privacy policy by visiting https://www.cnacanada.ca/web/guest/cnacanada/privacy/privacy-policy.

To obtain a larger print copy of the terms and conditions of this Policy, please call (877) 248-7707.

For Policies issued in Québec, the following requirements are added to and become part of this Policy and supersede any other provisions to the contrary:

# STATUTORY CONDITIONS (FOR QUÉBEC CUSTOMERS ONLY)

#### 1. Statements

- 1.1. Representation of risk (Article 2408 CCQ) You, are bound to represent all the facts known to them which are likely to materially influence an insurer in the setting of the Premium, the appraisal of the risk or the decision to cover it, but You are not bound to represent facts known to the Insurer or which from their notoriety they are presumed to know, except in answer to inquiries.
- 1.2. Misrepresentations or concealment (Articles 2410, 2411 and 2466 CCQ) Any misrepresentation or concealment of relevant facts mentioned in Section 1.1 (Representation of risk) by You nullifies the contract at the instance of the Insurer, even with respect to losses not connected with the risk so misrepresented or concealed. Unless the bad faith of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the Premium he collected bears to the Premium he should have collected.

## 2. General Provisions

- 2.1. Insurable interest (Articles 2481 and 2484 CCQ) A person has an insurable interest in a property where the loss or deterioration of the property may cause them direct and immediate injury. It is necessary that the insurable interest exists at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.
- 2.2. Assignment (Articles 2475 and 2476 CCQ) This Policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property. Upon the death or bankruptcy of the Insured or the assignment of their interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations to which the Insured was bound.
- 2.4. Currency All limits of insurance, Premiums and other amounts as expressed in this Policy are in Canadian currency.

### 3. Losses

- 3.1. Notice of Loss (Article 2470 CCQ) The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as they become aware of it. Any interested person may give such notice. In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such noncompliance has caused prejudice to the Insurer.
- 3.2. Information to be provided (Article 2471 CCQ) The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the Insured property, the rights of third parties, and any concurrent insurance; they shall also provide them with vouchers and swear or attest under oath as to the veracity of the information. Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on their behalf.
- 3.3. False representation (Article 2472 CCQ) Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates. However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

## 4. Compensation and Settlement

4.1. Time of payment (Articles 1591, 2469 and 2473 CCQ) The Insurer shall pay the indemnity within sixty (60) days after receiving the notice of loss or, at their request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

- 4.2. Limitation of actions (Article 2925 CCQ) Every action or proceeding against the Insurer under this Policy shall be commenced within three (3) years from the date the right of action has arisen.
- 4.3. Subrogation (Article 2474 CCQ) Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this Policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.
- 5. Other Insurance (Article 2496 CCQ) The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of their choice, each being liable only for the amount he has contracted for. No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured. Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

For Policies issued in all other provinces, the following requirements are added to and become part of this Policy and supersede any other provisions to the contrary:

### STATUTORY CONDITIONS

### 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 of 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.
- (2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subsection (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) If the Insured fails to pay an additional Premium when required to do so under clause (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 Insurance

- 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.
- (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 is practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as is 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.
- (4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the Day following the day on which 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 of 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 is 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 wilful 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) provide invoices and other vouchers verified by statutory declaration; and
    - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (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 wilfully 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 Statutory Condition 6(1)(b) may be made:

- (a) by the agent of the Insured if:
  - (a) 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 of or damage to Insured property, the Insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of 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.
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subsection (1) of this condition.

### Entry, control, abandonment

10 After loss of 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:
  - (in) 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 Insurance Act whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.

- (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.

## Repair or 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.
  - (2) If the Insurer gives notice under subsection (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 office or head office of the Insurer in the province.
  - (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.