



Terms and Conditions for Smart/Phone Care Plan Coverage  
Bell Subscribers that elect Smart/Phone Care should refer to their actual plan contract provided at the time of enrollment for current and complete terms and conditions

## SMART/PHONE CARE SERVICE AGREEMENT

Contract Price: Premium Plan **\$7.00/MO** Plus Plan **\$4.00/MO**

Other Charges: Certain additional charges may apply at time of service requests. These include:

### Replacement Service Fee:

**\$ 50** for each Wireless Phone replacement.

**\$100** for each Prestige Device replacement.

**\$150** for each Smartphone replacement.

**\$ 25** shipping/administration fee.

See section 9 of this Contract for details.

### Non-Returned Equipment Charge:

**\$100** for each Wireless Phone not returned at time of service request.

**\$200** for each Prestige Device not returned at time of service request.

**\$300** for each Smartphone not returned at time of service request.

See section 11 of this Contract for details.

### Non-Covered Service Request Charge:

**\$100** for each Wireless Phone replaced for a non-covered reason.

**\$200** for each Prestige Device replaced for a non-covered reason.

**\$300** for each Smartphone replaced for a non-covered reason.

See section 12 of this Contract for details.

**For Service:**

**Call: 1 866 213-2143**

As used in this Contract, "We", "Us", and "Our" means the company obligated under this Contract, which is Bell Mobility Inc. "You" and "Your" means the Bell Account Holder for the registered Covered Equipment. This Contract is purchased in and governed by the laws of the Province in which You reside, as evidenced by the billing address in the records of Bell, and the federal laws of Canada applicable therein.

**1. Smart/Phone Care Plan Contract.** These contract terms and conditions together with Your monthly bill ("Bill") from Bell (the "Contract") govern the Plan, so You should keep this Contract for future reference.

**2. Changes to this Agreement and the Service.** By indicating Your acceptance of this Contract, You agree to all the provisions of this Contract. You agree that all parts of this Contract and any fees, charges or other obligations and any aspects of the Plan and the services, may be modified, discontinued or terminated by Us. We will notify You by providing at least 30 days advance written notice of any change that affects You (or longer notice if required by any law to which Bell is subject). 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. Nothing in this Contract shall be construed as obligating You to accept receipt of the Plan or services after any change is made to this Contract, the Services or Plan; however, Your sole remedy in the event of such a change is to cancel this Contract, the Plan and Services by calling Bell at 1 800 667-0123 to request cancellation. Should You continue to participate in the Plan after such change is effective, You expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change and, unless otherwise prohibited by law, You specifically waive any and all statutory requirements for notice and express acceptance of such changes except for those provided in this paragraph. You agree that You cannot change this Agreement and that no oral or written statement or representation of any sales agent, representative or employee of Bell made to You can change this Agreement. The Plan is available only to wireless postpaid service customers of Bell. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the section in this Contract regarding cancellation. We protect Your personal information in accordance with the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices. To view Bell's full Policy and Code, please visit [bell.ca/privacy](http://bell.ca/privacy).

**3. Contract Service Period.** Your service benefits under this Plan begin on the Effective Date and continue from month to month until terminated by You or by Us in accordance with Section 13 and subject to the Service Limits set forth in Section 10.

**4. Payment.** You agree to pay all applicable fees, charges and taxes relating to the Plan. You will be billed for the Plan once each month on Your Bill from Bell. Applicable non return charges, replacement service fees, non-covered failure charges, and taxes, if any, may be added to Your Bill or, at Our discretion, collected from You prior to providing Replacement Equipment. Your monthly Bill is payable upon the date of the invoice and You will be charged interest on the balance owing at the rate of three per cent per month (or **42.58%** per year) (or such other rate as Bell notifies You in writing), calculated from the date of the invoice, if payment is not received and processed by Bell before Your next invoice date. Payments on Your Bill will be applied to charges for this Plan only after all other outstanding charges on the Bill have been satisfied. You must allow adequate time (typically 5 to 7 days) for payment to be received and processed to avoid interest charges. Bell will apply any credits due to You against future charges payable by You under this Contract, if You notify us within 90 days of receipt of Your invoice for which a credit is requested. If You are entitled to a credit from Us, You represent and warrant that You have made no separate claim for a refund for the same amount from a financial institution. To correct any payment made by You through electronic means (such as Internet or telephone banking or ATM machine), You must first request Your financial institution to make the correction. We may charge You an administrative fee for payments rejected for insufficient funds.

**5. Definitions.** (1) "**Bell**" means Bell Mobility Inc. and its successors and assigns, with addresses at 200 Boul. Bouchard, Dorval, QC H9S 5X5 (8:30 a.m. - 5:30 p.m. EST), and 5099 Creekbank Road East/Main entrance Mississauga, ON, L4W 5N2 (8:30 a.m. - 5:30 p.m. EST). (2) "**Covered Equipment**" means the Wireless Phone, Prestige Device or Smartphone excluding any SIM card, identified by Serial Number identified on your Plan contract and which is activated for wireless telecommunications service on Your account with Bell at the moment of Failure (provided this occurs on or after the Effective Date) and for which air time has been logged by Bell. Covered Equipment does not include any SIM card inserted into or accompanying the Covered Equipment, nor any wireless phone or device into which You may insert the SIM card that was installed in or accompanied the Covered Equipment. (3) "**Battery**" and/or "**Charger**" means one standard battery and/or one standard charger associated with the Covered Equipment. (4) **If You have elected the Premium Plan**, as indicated on your plan contract, "**Failure**" means the operational or structural failure of the Covered Equipment to operate due to defects in parts or workmanship, normal wear and tear, accidental damage including liquid damage and power surges, or loss or theft of the Covered Equipment. **If You have elected the Plus Plan**, as indicated on your Plan contract, "**Failure**" means the operational or structural failure of the Covered Equipment to operate due to defects in parts or workmanship. (5) "**Replacement Equipment**" means the Wireless Phone, Prestige Device or Smartphone of comparable kind and quality to the Covered Equipment which We provide to You in the event of a Failure of the Covered Equipment, but does not include a SIM card. (6) "**Effective Date**" means the date Your request for enrollment is received by Us or Our authorized representative (Enrollment after the time of initial activation of Your Bell service for the Covered Equipment is subject to limitation). (7) The "**Plan**" means the Smart/Phone Care Plan service warranty program described in this Contract.

**6. What is Covered.** If the Covered Equipment suffers a Failure, We will replace it with a device of comparable kind and quality subject to the terms of this Contract. However, if the Failure occurs within the first twelve (12) months of the date of activation of the Covered Equipment on the Bell Network, and is an operational or structural failure of the Covered Equipment to operate due to defects in parts or workmanship, the manufacturer's warranty applies and we will not replace the Covered Equipment under this Contract. Instead, you may return the Covered Equipment for servicing under the manufacturers' warranty. Any UMTS replacement device may be locked or unlocked. If the Replacement Equipment is a different model than the Covered Equipment or if a Failure affects a Battery and/or Charger in conjunction with the Failure of the Covered Equipment, We will also replace the Battery and/or Charger. If Your Covered Equipment utilizes a Bell SIM Card, we will also replace the SIM Card if it suffers a Failure in conjunction with the Failure of the Covered Equipment. THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW OR REFURBISHED, IN OUR SOLE DISCRETION. The Replacement Equipment immediately becomes the Covered Equipment. In addition to any applicable statutory warranties, Replacement Equipment will be warranted (see warranty provided with Replacement Equipment for details) to be free of defects in parts and workmanship for a period of 120 days from the date it is shipped to You, or for the remainder of the manufacturer's warranty period for the device originally identified as the Covered Equipment on your Plan contract, whichever is greater ("Replacement Equipment Warranty Period"). If, during the Replacement Equipment Warranty Period, the Replacement Equipment fails to operate due to defects in parts or workmanship, it will be replaced with a device of comparable kind and quality and such

replacement shall not be subject to a Replacement Service Fee, nor shall it be counted toward the Service Limits set out in Section 10.

**7. What is not Covered.**

**The Plan does not cover:**

(1) Incidental or consequential damages; (2) failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; (5) Failures that occur within the first twelve (12) months of the date of activation of the Covered Equipment on the Bell Network, which are operational or structural failures of the Covered Equipment to operate due to defects in parts or workmanship; (6) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; and (7) Failure of the Covered Equipment caused by computer viruses or similar unauthorized intrusive codes or programming.

**Further, Covered Equipment does not include and the Plan does not cover:**

(1) Contraband or property in the course of illegal transportation or trade; (2) Property in transit to You from anyone other than Us; (3) Routine maintenance and consumable items, such as batteries (one standard Battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Covered Equipment or if the Battery has also failed); (4) Battery Chargers (one standard Charger will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Covered Equipment or if the Charger has also failed); (5) Antennas, unless there is also a Failure of the Covered Equipment; (6) SIM Card; or (7) Any accessories (except as otherwise provided with respect to the Battery and/or Charger), 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.

**8. To Obtain Service.** In the event of a Failure of Covered Equipment that is covered under this Contract, You may file a service request by calling 1 866 213-2143. You must be an active subscriber of wireless telecommunications service from Bell at the time You file Your service request and You must file the service request within 30 days of the Failure of the Covered Equipment. If Your service request is approved, We will provide the Replacement Equipment by mail within 2 to 10 business days, or We may require You to pick up the Replacement Equipment at a retail location in Your area. A shipping/administration fee of **\$25.00** may be charged to You. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE FOR THE COVERED EQUIPMENT AND/OR YOUR GOVERNMENT ISSUED PHOTO I.D. OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR RIGHT TO SERVICE. We also retain the right to inspect the Covered Equipment (except in cases of loss or theft) as a condition of approval of Your service request. You must provide Us with all requested information necessary to complete Your service request and pay any Replacement Service Fee due to Us within 30 days of filing Your request for service (unless the Replacement Service Fee in invoiced to You, in which case the invoice payment terms set out in Section 4 above apply) or Your service request will be closed. You must accept delivery of Your Replacement Equipment within 30 days of approval of Your Service Request or Your service request will be closed. Prior to filing a service request under the Plan, You shall notify Us immediately at 1 800 667-0123 to report Your handset or device lost or stolen. You are responsible for the cost of all service or other fees and charges incurred before You notify Bell.

**9. Replacement Service Fee.** A nonrefundable replacement service fee applies to each approved replacement for any Failure except as specified in the second paragraph of Section 6 above. The amount of the replacement service fee differs based on whether the Covered Equipment is a Wireless Phone, Prestige Device or a Smartphone as indicated in the table below. Your Covered Equipment is identified as a Wireless Phone, Prestige Device or a Smartphone on your Plan contract. The replacement service fee may be included on Your Bill or, at Our discretion, collected from You prior to providing Replacement Equipment.

Wireless Phones	Prestige Devices	Smartphones
\$50	\$100	\$150

A complete list of devices which are considered to be Wireless Phones, Prestige Devices or Smartphones is available as follows: [bell.ca/smartphonecare](http://bell.ca/smartphonecare), or in Bell stores.

**10. Service Limits.** Our obligation to provide Replacement Equipment is subject to a maximum cost to Us of \$750 per replacement. Beginning on the Effective Date, this Contract will cover up to, but no more than, two (2) replacements of Covered Equipment, subject to the exceptions noted below in this Section 10. We will forward a notice of cancellation of the Contract and the Plan to You, by mail, email or fax at the time of the second replacement and We will discontinue all monthly charges for the Plan at such time. The monthly charge paid for the Plan during the month in which the second replacement occurs will be prorated up to the date of the replacement and a credit for the remaining amount will be credited to Your account. The Service Limit does not apply to replacements of Covered Equipment, provided the Covered Equipment has not been unlocked, as specified in the second paragraph of Section 6 above.

**11. Return of Replaced Equipment/Non-Return Charge.** Covered Equipment approved for replacement, other than Covered Equipment replaced due to loss or theft, must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within five (5) business days of your receipt of the Replacement Equipment, failing which the non-return charge described below shall apply. The Covered Equipment We replace becomes property of Bell, may not be activated on the Bell network or any other wireless network, and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace. If you send any other items to Us in place of the

Covered Equipment, these items become the property of Bell, and may be destroyed at Our discretion. If We provide Replacement Equipment to You as a result of the Loss or Theft of Your Covered Equipment and You later find or recover the Covered Equipment You must return it to Us as directed in this Contract. Call 1 866 213-2143 to request a prepaid return mailer. If You fail to return the Covered Equipment as directed by Us, or You send Us something other than the Covered Equipment, Your service request may be declined or a non-return charge may be included on Your Bill. The non-return charge for Wireless Phones is \$100. The non-return charge for Prestige Devices is \$200. The non-return charge for Smartphones is \$300. You will not be entitled to the return, for any reason, of any Covered Equipment for which You have received Replacement Equipment, or of any other items you send to Us in place of the Covered Equipment.

**12. Charge for Non-Covered Service.** If We determine the returned Covered Equipment did not suffer a Failure covered by the Plan We will notify you in writing and a non-covered service charge will be applied to Your Bill. The non-covered service charge for Wireless Phones is \$100. The non-covered service charge for Prestige Devices is \$200. The non-covered service charge for Smartphones is \$300.

**13. Ending your Agreement and Services.** You or We may cancel this Contract at any time for any reason. You may cancel the Contract by calling Bell at 1-800-667-0123 to request cancellation. If You cancel this Contract, coverage will cease, and We will cease billing You, on the next business day following the date We receive Your request for cancellation and We will credit Your account with the amount of any invoiced monthly charge applicable to the period after the date of cancellation. If You fail to make any monthly payment for this Contract or any charge provided for in this Contract, the rights and benefits under this Contract will cease on the date the payment was due. Also, if You exhaust the Service Limits by being provided a second replacement under this Plan, the Plan automatically terminates as provided in Section 10, above. In the event We cancel this Contract for any other reason, We shall provide You with a written notice at least thirty (30) days prior to the effective date of cancellation (or longer notice if required by any law to which Bell is subject), which notice shall state the effective date of cancellation. We will cease billing You on the effective date of cancellation and We will credit Your account with the amount of any invoiced monthly charge applicable to the period after the date of cancellation. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless service with Bell for any reason constitutes cancellation of this Contract by You, subject to the terms and conditions of this Contract.

**14. Limits on our Liability.** In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Plan or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY and that of Our agents or service providers SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST 6 MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR OUR OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, OR AS PROVIDED UNDER ANY APPLICABLE LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

The limits set out above apply except to the extent expressly prohibited by any law to which Bell is subject.

**15. Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government in, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel this Contract and the Plan immediately.

**16. Restrictions on Transfer and Abuse of the Plan.** This Plan is for Your use only. You may transfer Your Bell wireless service account and the Covered Equipment to another person, with Bell's prior consent. If You choose to do so, then subject to this consent, and if the transferee so desires, the transferee may assume Your obligations under this Contract and continue the Plan with respect to the transferred Serial Number and You shall be released from future obligations under this Contract; otherwise, You or the transferee must cancel the Plan in accordance with Section 13. If You transfer the Covered Equipment to another person without also transferring Your Bell wireless service account to such person or if You transfer the Covered Equipment to another account or wireless service provider, then You must cancel the Plan in accordance with Section 13 in order to discontinue the monthly charges. Any abuse of the Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Plan upon notice.

We may assign our obligations under the Plan to another party at any time. In the case of assignment by Us, We will be released from future obligations under this Contract by providing You at least thirty (30) days advance written notice to You of Our assignment. Upon notice of the assignment You may, at Your option, continue or cancel Your participation in the Plan. To continue Your participation in the Plan simply continue to pay your monthly Bill. To cancel Your participation in the Plan, simply call 1 800 667-0123 and request cancellation of the Plan.

**17. Duty to Mitigate.** You must take all reasonable steps to mitigate Failures of the Covered Equipment and to cooperate in the processing of Your service requests including following Our reasonable directions to troubleshoot or correct simple Failures of the Covered Equipment such as accepting software patches.