

**Geek Squad Protection**  
**Terms and Conditions**

**Service Contract and Benefits Contract**

**Part 1 – General**

**Purchaser:** Reference in this document to “you” and “your” (whether or not capitalized) refer to the purchaser of Geek Squad Protection, or any permitted transferee. “Plan” means a Geek Squad Protection Service Plan or a Geek Squad Protection Replacement Plan, as shown on your original invoice.

**Two Contracts:** You have elected to purchase the Plan for the price of the Plan and in respect of the product purchased from Best Buy Canada Ltd. (“Geek Squad”) at a Best Buy store, as shown on your original invoice. In doing so, you are entering into two legal contracts as follows:

- a Service Contract consisting of your original purchase invoice and Parts 1 and 2 of this document which is made between you and Assurant Services Canada Inc. (“Assurant”) for the provision by Assurant to you of the services described in Part 2 of this document (“Services”) in relation to the covered product purchased at a Best Buy store. Pursuant to the Service Contract, you will deal with Assurant for assistance in regard to the Plan; and
- a second distinct Benefits Contract consisting of your original purchase invoice and Parts 1 and 3 of this document, which is made between you and American Bankers Insurance Company of Florida (“American Bankers”) for the provision by American Bankers to you of the benefits described in Part 3 of this document (the “Benefits”) in relation to the covered product purchased at a Best Buy store. Part 3 describes the coverage provided under the Plan.

Reference in this document to “we”, “us” or “our” (whether or not capitalized) refers to Assurant and/or American Bankers, as the case may be.

By purchasing this Plan, you acknowledge that you have had the opportunity to read and that you accept the terms and conditions of the Service Contract and the Benefits Contract as set out in this document.

**Covered Products and Electronics Accessories:** This Plan only covers products purchased at a Best Buy store for which you have paid the purchase price of the Plan. The Plan only covers products used primarily for personal, family or household purposes or in a home office setting, unless specifically noted as a commercial Plan on your original purchase invoice. Accessories and peripheral devices (“Accessories”) that are included with and form part of your covered product in the original manufacturer’s package are covered. Examples of Accessories may include external speakers, monitors, keyboards, mice, remote controls, and docking stations. Your original purchase invoice is required to obtain Services and Benefits.

**Plan Purchase Price:** The Plan purchase price payable is as shown on your original invoice. The Plan purchase price is comprised of a payment to Assurant for the Service Contract and payment to American Bankers for the Benefit Contract. The percentage of the Plan purchase price attributable for the Benefits Contract is as set out on your original purchase invoice. If you have any questions in respect of these amounts you may call **1-800-GEEKSQUAD (1-800-433-5778)**.

**Clause required under the Consumer Protection Act.**

*(For a contract other than a contract of credit that contains a clause of forfeiture of benefit of the term)*

*Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account.*

*Within 30 days following the receipt by the consumer of the notice and the statement of account, the consumer may:*

- (a) either remedy the fact that he is in default; or*
- (b) present a motion to the court to have the terms and conditions of payment prescribed in this contract changed; or*
- (c) present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.*

*If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to him the payments he has received from him.*

*It is in the consumer's interest to refer to sections 14, 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur. R.R.Q., 1981, c. P-40.1, r. 1, s. 43.*

**Manufacturer's Warranty:** This Plan complements but does not replace the manufacturer's warranty or warranty obligations. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only. During the manufacturer's warranty and warranty obligations period, please contact the manufacturer directly for all such claims. Should you contact Assurant with respect to Services or American Bankers with respect to Benefits for a problem covered by the manufacturer's warranty or warranty obligations, you will be referred to the applicable manufacturer. During the term of the manufacturer's warranty, the Plan provides certain additional Services and Benefits for which the manufacturer may not provide coverage. These additional Services and Benefits are set out below in Parts 2 and 3, respectively.

Note: Additional Services and Benefits provided under this Plan prior to the expiry of the manufacturer's warranty may void the manufacturer's warranty. Please refer to the terms and conditions of your Product's manufacturer's warranty for further details.

**Customer Responsibility:** Before providing your product for service or exchange, remove any confidential, proprietary or personal information, and removable media, such as CDs, DVDs or PC Cards. It is your responsibility to back up the contents of your hard drive(s) and remove any data from parts or products being returned, including any data you have stored or software you have installed. If you purchased a Geek Squad Protection Service Plan, in the course of service, it is possible that the contents of any hard drive or data storage component will be lost or reformatted. Your product will be returned to you configured as originally purchased (subject to availability of software).

Neither Assurant, nor Geek Squad, nor American Bankers will be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any product that is replaced or serviced by us. The foregoing is not intended to liberate Assurant, Geek Squad, or American Bankers from the consequences of its own acts or the acts of its representatives.

When sending a product to us for exchange or to an authorized service facility as specified in these Terms and Conditions, you are responsible for properly packaging your product and it must be delivered in either its original packaging or packaging affording an equal degree of protection

**Duration of Plan:** Access to Services and Benefits commences on the original product & Plan purchase date. The Plan, the Service Contract and the Benefits Contract will end on the earliest of:

- i) the expiry date noted on the original purchase invoice;
- ii) fulfillment of the Plan as outlined in Part 3; or
- iii) cancellation of the Plan under the section titled "Cancellation".

None of Assurant, American Bankers, Geek Squad or you will have any further rights, liabilities or obligations under the Plan, the Service Contract or the Benefits Contract, once ended.

**Cancellation:** At their option, Assurant will cancel the Service Contract, and American Bankers will cancel the Benefits Contract, on the basis of (a) your fraud or misrepresentation; (b) your commercial or rental use of the product (except where permitted by a commercial Plan); (c) repair of a product not performed by a certified and qualified technician authorized by the manufacturer during the manufacturer's warranty period; or (d) repair of a product not performed by a certified and qualified technician authorized by us after the manufacturer's warranty period.

You may cancel your Plan, the Service Contract, and the Benefits Contract for any reason at any time within the first thirty (30) days of purchase and receive a full refund of the Plan price. To receive your refund, you must deliver the cancellation request along with this document and all original invoices to a Best Buy store.

You may cancel this Plan, the Service Contract, and the Benefits Contract for any reason at any time after the first thirty (30) days of purchase. You must send your written cancellation request along with this document and the original invoice for the Plan purchase to us by mail at Assurant Solutions, P.O. Box 7100, Kingston, Ontario K7L 5V4. You will be entitled to a refund of any unearned portion of the Plan purchase price.

No Services or Benefits will be received or paid after cancellation or expiry of the Plan.

**Transferable:** This Plan is transferable with the product. The Plan holder must have original documentation to receive Services and Benefits.

**Entire Agreement:** Your original purchase invoice and Parts 1 and 2 of this document are intended by the parties to be a final statement of the entire Service Contract between you and Assurant and supersede all prior negotiations, understandings and agreements concerning the subject matter of the Service Contract. No amendment or modification of the Service Contract will be binding, except by a written agreement signed by the party to be bound thereby.

Your original purchase invoice and Parts 1 and 3 of this document are intended by the parties to be a final statement of the entire Benefits Contract between you and American Bankers and supersede all prior negotiations, understandings and agreements concerning the subject matter of the Benefits Contract. No amendment or modification of the Benefits Contract will be binding, except by a written agreement signed by the party to be bound thereby.

**General:** Assurant and/or American Bankers may assign this Plan and their respective contracts without your consent and without notice to you. If either Assurant or American Bankers does assign this Plan and/or their respective contracts, the assignee(s) will assume all obligations to you, Assurant and/or American Bankers, as the case may be, will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under Plan and/or the respective contracts. Parts 1 and 2 of this Plan may not be modified, altered or amended without the written agreement of you and Assurant. Parts 1 and 3 of this Plan may not be modified, altered or amended without the written agreement of you and American Bankers. If any

term of this Plan or the respective contracts hereunder is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

**General Exclusions:** The following are not covered in respect of the Services (Part 2) and Benefits (Part 3) provided by this Plan:

1. maintenance, repair or replacement necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including, but not limited to, theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of product(s) to and from an authorized service), improper equipment modifications, vandalism, spilled liquids, burned phosphor (including image ghosting), pixel burnout not in accordance with the manufacturer's guidelines, computer viruses, software generated problems or acts of nature or any other peril originating from outside of the product;
2. software and data;
3. lost parts (remotes, knobs, or other similar parts) or consumable parts, including, but not limited to, light bulbs (including lamps and optical units), knobs, dials, rinse aids, filter, belts, cartridges, drums, end-user replaceable batteries, non-end-user replacement batteries for laptops, desktops, notebooks and netbooks, laptop power source batteries, and end-user replaceable print heads;
4. unauthorized servicing and transportation charges;
5. products with removed or altered serial numbers;
6. products used for commercial purposes, used by the general public, used as a lease or rental or used in common areas in multi-family housing, unless noted specifically as a commercial Plan on the original purchase invoice;
7. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort. The foregoing is not intended to liberate Assurant, Geek Squad and American Bankers from the consequences of its own acts or the acts of its representatives;
8. fees related to third party contracts;
9. personal items left in the product;
10. "no problem found" or "no fault" type diagnosis and intermittent errors that cannot be reproduced; or
11. minor imperfections in units that meet design specifications or cosmetic imperfections that do not alter functionality.

**Limitations:**

1. **NONE OF ASSURANT, GEEK SQUAD OR AMERICAN BANKERS ARE LIABLE TO YOU IF THEY ARE UNABLE TO PERFORM THEIR OBLIGATIONS HEREUNDER DUE TO EVENTS THEY ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.**
2. **ASSURANT'S, GEEK SQUAD'S AND AMERICAN BANKERS' MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE PRODUCT TO BE SERVICED OR REPLACED UNDER THIS PLAN.** The foregoing is not intended to liberate Assurant, Geek Squad and American Bankers from the consequences of its own acts or the acts of its representatives.

**Disclosure:**

- We are committed to safeguarding the privacy of our customers' information in accordance with good business practices. We may collect, use, and share personal information provided by you to us, and obtained from others with your consent, or as required or permitted by law. Personal information includes your name, contact information, customer file, and product preferences. We may use the information to: serve you as a customer; communicate with you; create statistics about our business to better understand customer needs and preferences; and inform

you of other products and services from us or selected third parties. We may process and store your information in the United States, which may be subject to access by U.S. authorities under applicable laws. You may obtain a copy of our privacy policy by calling us or from our website ([www.assurantsolutions.ca/privacy](http://www.assurantsolutions.ca/privacy)). If you have any questions or concerns regarding our privacy policy or your options for refusing or withdrawing this consent, including your option not to be contacted about offers of products or services, you may call us at **1-888-778-8023**.

- The Service Contract is between you and Assurant and the Benefits Contract is between you and American Bankers.
- In arranging the contracts described above, Geek Squad, by whom the sales associate is employed, is representing Assurant and American Bankers.
- For its role as distributor of Geek Squad Protection, Geek Squad receives a commission.

## **Part 2 – Service Contract Terms and Conditions**

**Assurant’s Obligations:** Assurant is obligated to provide the Services to you, as the Services are described in this Part 2.

**Plan Administration:** Assurant’s Services include acting as administrator of the Plan, and in this capacity, Assurant will co-ordinate provision of and facilitate access to both the Services and the Benefits available under the Plan. American Bankers under Part 3 Benefits Contract Terms and Conditions will be responsible for the determination of whether any claims are covered under the Plan and for approval of delivery of Services and Benefit payments.

**Services:** To address manufacturer’s defects in materials and workmanship that reveal themselves in normal usage for the duration of the Plan, Assurant will provide you with, or arrange for you to have available certain Services as follows:

### **Services for Geek Squad Protection Replacement Plan:**

The following are Services provided for Best Buy customers who purchased the Geek Squad Protection Replacement Plan, as shown on the original invoice.

- 24-hour / 7-day per week bilingual French/English support for replacement services and claims benefit processing services.
- Management of product replacement services, which entails:
  - Managing the technical assessment of your defective product
  - Provision of national access to and management of a free courier service to arrange for the pick-up of your defective product
  - Management of the gift card issuance process with Geek Squad, including arranging for authorization, activation and delivery of gift cards funded by American Bankers in replacement of defective products under the Plan
  - Coordination and facilitation of the Benefit claims process.

**To arrange for service: Please visit our self-service portal at [www.geeksquad.ca/protection](http://www.geeksquad.ca/protection) to register your Plan, file a claim, and check the status of your claim. You may also call toll free at 1-800-GEEKSQUAD (1-800-433-5778) within Canada and the United States.**

Do not return your product to the store. Be sure you have the original purchase invoice available so that your claim can be processed. A return authorization number will be issued along with complete instructions, a mailing label and prepaid postage for you to ship your defective product.

### **Services for Geek Squad Protection Service Plan:**

The following are Services provided for Best Buy customers who purchased the Geek Squad Protection Service Plan, as shown on the original invoice.

- 24-hour / 7-day per week bilingual French/English support for repair services and claims benefit processing services.
- Management and provision of access to the Assurant Certified Service Network, which entails:
  - Identification of and dispatch of a screened technician who is qualified to provide technical assessment and/or repair services for your covered product.
  - Full diagnostic of covered products to determine source of defect.
  - Management of the repair process and delivery of services, as well as providing a single point of contact for you throughout the repair experience (i.e. mitigate service or scheduling conflicts with technicians).
  - Monitoring and enforcement of service standards to ensure quality of service by our service centres and technicians.
  - Once we receive a service request from you, our technicians will contact you within four hours.

**Certified Service Network:** Assurant ensures quality service delivery throughout North America with a network of certified service technicians to support the Canadian marketplace. We can support service for all products and manufacturers in all cities across the country. Assurant constantly monitors the quality of service that is received by customers, while at the same time ensuring preferred network rates are available for repair services. This allows Assurant to ensure that it is providing the best service possible at rates that are deemed desirable. Assurant also requires its service repair centres to maintain suitable repair facilities in accordance with good business practices. In addition, they are required to maintain appropriate licensing in compliance with applicable local, provincial and federal laws that pertain to repair centre businesses.

**To arrange for service, please visit our self-service portal at [www.geek squad.ca/protection](http://www.geek squad.ca/protection) to register your Plan, file a claim or check the status of your claim. You may also call toll free at 1-800-GEEKSQUAD (1-800-433-5778) within Canada and the United States.** During the initial call, Assurant will attempt to clarify the problem or identify technical reason(s) for the fault. For your convenience, we may request that you perform simple tasks with our assistance by telephone support in regard to the covered product.

**All repairs completed under this Plan, except those noted in the ‘In-home/Courier Service Benefit’ section in Part 3, will be performed at an authorized service centre, on a carry-in basis only.**

For In-home/Courier Service Benefit plan repairs, if it determined during the initial call that In-home Service is required, our certified service technician will contact you to schedule a service appointment.

**Telephone Technical Hardware & Software Support:** Telephone technical support is available only on desktop and laptop computers covered by an In-home/Courier Service option. Assurant’s technical service representative will assist you on the telephone to determine what technical difficulties may exist with software applications that are preloaded on your new CPU from the original manufacturer. To the extent that the technical service representative’s diagnosis confirms a hardware failure, Assurant will assist you in arranging service for your product. Assurant does not support customized or proprietary software, applications that were installed after your original product purchase, or software errors that confirm improperly functioning or defective software. Additionally, the Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

**International Coverage:** International coverage is available on a limited basis. Call **1-800-GEEKSQUAD (1-800-433-5778)** toll-free within Canada and the United States or **1-613-634-4908** outside Canada and the United States to obtain detailed instructions on how to make a claim. Once authorized to proceed by Assurant, if applicable, a repair estimate from a local repair centre and a repair authorization number by Assurant will be required prior to any work being done. You are responsible to pay the service provider for an authorized repair and submit a claim for reimbursement to American Bankers through Assurant.

### **Part 3 – Benefits Contract Terms and Conditions**

**American Bankers' Obligations:** American Bankers is obligated to provide the Benefits to you, as the Benefits are described in this Part 3. American Bankers will be responsible for the determination of whether any claims are covered under the Plan and for approval of delivery of Benefits.

#### **Benefits for Geek Squad Protection Replacement Plan**

Following are the Benefits provided for Best Buy customers who purchased the Geek Squad Protection Replacement Plan, as shown on the original invoice.

**Replacement & Power Surge Benefit:** One time during the term of the Plan, American Bankers will cover the cost of funding a Best Buy store credit, or a gift card which shall be delivered to you by Assurant under the Plan in replacement of a covered product found to be defective as a result of manufacturer's defects in materials and workmanship that reveal themselves in normal usage and / or as a result damage from a power surge occurring during the term of the Plan. The store credit or gift card shall equal the original purchase price of the defective product, including applicable taxes. Note that if your covered product is found to be defective as a result of manufacturer's defects in materials and workmanship that reveal themselves in normal usage occurring during the period of the manufacturer's warranty, you may choose to exercise your rights under the Plan instead of under the manufacturer's warranty, however, if you do so and receive a store credit or gift card as described above, the Plan will immediately be deemed fulfilled and will not continue nor be applied to any replacement product purchased by you with the store credit or gift card.

#### **Benefits for Geek Squad Protection Service Plan**

Following are the Benefits provided for Best Buy customers who purchased the Geek Squad Protection Service Plan, as shown on the original invoice.

**Product Specific Benefits:** American Bankers will cover the cost of:

1. pixel burnout coverage based upon manufacturer's guidelines;
2. removal of your car audio product for service if originally installed by a Best Buy technician, and reinstallation of your car audio product in the same vehicle;
3. repair of blown speaker components not due to intentional abuse or misuse for speakers covered under this Plan;
4. an allowance of up to \$200 for food spoilage per service repair for refrigerators and freezers. Food spoilage covers perishable items only and claims must be verified by an authorized service technician. You will be required to provide a copy of the invoice detailing the replacements goods.

**In-home/Courier Service Benefit:** In-home/Courier Service Benefit is included in all Plans purchased for projection TVs, plasma TVs and LCD TVs larger than 27", major appliances and

over-the-range microwaves. In-home/Courier Service Benefit is an upgrade option for desktop computer/monitor packages and laptop computers. Where In-home/Courier Service Benefit is an upgrade option, such service must be noted on the original purchase invoice to be eligible. Our certified service technician will attempt to complete repairs at your address. You must provide a safe, non-threatening environment and your product must be accessible as determined solely by the certified service technician in order to receive In-home/Courier Service. After inspection and assessment by the certified service technician, due to the nature of some repairs, we may arrange for your product to be transported or shipped to an authorized service centre to complete the repair. American Bankers will pay for the shipping charges, if any.

If the fault diagnosis determines the problem is related to an Accessory, then a replacement may be mailed to you for self-installation. We may request that you first deliver the defective Accessory to a Best Buy store.

**In-home/Courier Service Benefit Limitations:** You may be required to ship your product to an authorized service centre for repair if you live beyond a 60km radius of an authorized service centre or if an authorized service centre is not available in your area. If we are unable to arrange for In-home/Courier Service or commercially reasonable shipping charges to an authorized service centre location, American Bankers shall refund the purchase price of your Plan, or you may take your covered product to an authorized service centre on a carry-in basis. The In-home/Courier Service Benefit does not apply to repair services that are performed outside of Canada.

**Repair Benefit & Power Surge Benefit:** American Bankers will cover the cost of product repair services provided through Assurant's Certified Service Network under the Plan. Such repairs must be associated with manufacturer's defects in materials and workmanship that reveal themselves in normal usage and or as a result damage from a power surge occurring during the term of the Plan. Specifically, this benefit will cover technician and repair service centre labour costs, as well as the cost of replacement parts necessary to restore your product to normal operating condition. Replacement parts cover may be restricted to refurbished or non-original manufacturer's parts where available and that perform to the manufacturer's specifications for the covered product. This Plan provides power surge protection from the date of purchase of the product (hardware only).

**Repair Benefit & Power Surge Benefit Limitation:** At American Bankers' option, as opposed to covering the cost of repair, American Bankers may cover the cost of replacing your product with a new or refurbished product of similar features and functionality, though not necessarily of the same brand, or at American Bankers' sole discretion you may be issued a store credit for the current replacement value, not to exceed the original purchase price. Technological advances may result in a replacement product with a lower retail price than the original product. If American Bankers issues a store credit or replaces a product after the date of expiry of the manufacturer's warranty and during the term of this Plan, then the Plan will immediately be deemed fulfilled and will not continue nor be applied to any replacement product provided by American Bankers to you or purchased by you with the store credit.

Repairs are only covered under this Plan by American Bankers if effected through Assurant's Certified Service Network and only if they are approved by American Bankers before the repairs are performed.

**Workmanship Guarantee:** The quality of workmanship by repair technicians under Assurant Certified Service Network is guaranteed for 90 days.

**Replacement Benefit:** If a repair through Assurant's Certified Service Network takes longer than sixty (60) days to complete, American Bankers will cover the cost of replacing it with a new or refurbished product of similar features and functionality, though not necessarily of the same brand,



or at American Bankers' sole discretion, it may cover the cost of issuing you a store credit for the current replacement value, not to exceed the original purchase price. The 60-day service period begins when the product arrives at a Best Buy store or an authorized service location and ends when the repaired product is made available to you for pick up. The Plan will immediately be deemed fulfilled on the date of the replacement or issuance of a store credit and will not continue nor be applied to any replacement product provided by American Bankers to you or purchased by you with the store credit.

**Replacement Benefit Limitations:** The Replacement Benefit does not apply to maintenance checks, cleanings, customer education, repairs or replacements of Accessories including but not limited to remotes, docking stations, or other similar parts, or any repairs performed outside Canada.

**No Lemon Benefit:** During the term of the Plan, if your covered product is repaired three times through Assurant's Certified Service Network, and the product then requires a fourth covered repair, as diagnosed by an authorized technician, American Bankers will cover the cost of replacing the covered product with a product of similar features and functionality, though not necessarily of the same brand, or of issuing a store credit for the current replacement value, not to exceed the original purchase price. You must return the original product and purchase invoices along with the authorized service repair invoices from the three prior separate service repair incidents to qualify for this Benefit. Keep your service invoices; neither Assurant nor American Bankers can provide copies of service invoices. One service request number, requiring functional part(s) repair/replacement is the equivalent of one repair. The Plan will immediately be deemed fulfilled on the date of the replacement or issuance of a store credit and will not continue nor be applied to any replacement product provided by American Bankers to you or purchased by you with the store credit.

**No Lemon Benefit Limitations:** The No Lemon Benefit does not apply to repair services that (a) are resolved by minor soldering or repair of loose wires; (b) do not result in a physical repair such as maintenance checks, cleanings, customer education; (c) consist of the replacement or repair of Accessories; (d) consist of reloading or servicing software; or (e) are performed outside Canada.

**International Coverage:** If you require international coverage and have obtained a repair authorization number from Assurant prior to work being done, American Bankers will reimburse you for charges paid by you in advance to the service provider. Your request for reimbursement should be submitted to American Bankers through Assurant.

**International Coverage Limitations:** International Coverage does not include In-home/Courier Service Benefit, No Lemon Benefit or the Replacement Benefit.

## **End of Terms and Conditions**

You have expressly requested the use of English version of this Plan, a French version of which is available upon request. C'est selon votre volonté expresse que la version anglaise de ce Plan est utilisée et la version française est disponible sur demande.