



# PROTECTION PD (FOR CELL PHONES) TERMS AND CONDITIONS

## PART 1 - GENERAL PROVISIONS

### Definitions

- **Accessory(ies)** means supplementary items and/or peripheral devices that are included with and form part of Your covered Product in the original manufacturer's package, including, but not limited to, USB cable, power adapter, battery, and ear pods.
- **Effective Date** means the later of:
  1. the date You purchased the Plan; and
  2. if Your Product is delivered to You at a later date, the date Your Product is delivered to You by a Geek Squad official delivery partner.
- **Geek Squad** means Best Buy Canada Ltd.
- **Plan** means this Protection PD (for cell phones) plan, which consists of Your original purchase invoice and these Terms and Conditions.
- **Plan Purchase Price** means the consideration paid by You for this Plan as shown on Your original purchase invoice.
- **Product** means the original wireless device You purchased from Geek Squad for which You paid the Plan Purchase Price, or its replacement under this Plan.
- **Replacement Product** means a refurbished wireless device of like kind and quality with comparable features and functionality to the original Product though not necessarily of the same brand or colour, not to exceed the original purchase price of Your Product. Technological advances may result in a Replacement Product with a lower retail price than the original Product.
- **Term** means the total period of coverage You purchased as indicated in Your original purchase invoice.
- **We, Us, or Our** means Assurant Services Canada Inc. who is the provider and administrator of this Plan.
- **You or Your** means the purchaser of this Plan or any permitted transferee.

### Agreement

You have elected to purchase the Plan for the price of the Term and in respect of the Product purchased from Geek Squad and by purchasing this Plan, You acknowledge that You have read and that You accept these Terms and Conditions. These Terms and Conditions may not be amended or modified. 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 will not be affected or impaired.

### Product Coverage

This Plan covers Your Product and Accessories from damage due to power surges or from manufacturer's defects in materials and workmanship not covered by the manufacturer warranty, or Your Product suffers physical damage (including screen failure) or liquid resistance failure that occur during normal usage when 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.

A service fee may apply. Please refer to the section entitled **Service Fee** in this Part 1 of these Terms and Conditions.

This Plan cannot be used outside of Canada.

### Payment Details

The Plan Purchase Price may be paid in one single payment at the time of the original purchase or in convenient monthly payments over the Term of Your Plan. The Plan Purchase Price is the same for both payment options.

If paying monthly, the first monthly payment must be paid at the time of purchase and will be charged to the credit card account designated by You at point of sale. Subsequent monthly payments will begin after the expiration of the first month period and will consist of the Plan monthly payment amount, as set out in Your original purchase invoice. You will be required to pay the Plan's monthly payments over the Term of Your Plan, unless the Plan is cancelled or terminated as set forth in the "Cancellation" section.

Upon a failure to pay a monthly payment within thirty (30) days of its due date, You will be deemed to have elected to change Your monthly payment option to one single payment due at the end of thirty (30) days after You receive Our written notice. Notice is deemed received by You ten (10) days after it was sent by Us. At Our option, We may continue to charge Your monthly payment in instalments for the duration of the Term of the Plan.

**To update Your billing information, please visit [geeksquad.ca/protection](https://geeksquad.ca/protection).**

At any time during the Term of Your Plan, You may pay out the sum of the remaining monthly instalments in one single payment.



### **Manufacturer's Warranty**

This Plan complements but does not replace the manufacturer's warranty. However, this Plan provides all the services described in these Terms and Conditions beginning on the Effective Date and for the duration of the Plan.

**Please note:** Services 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.

### **Service Fee**

Replacement of Your Product will be subject to a service fee ("Service Fee") based on the value of Your Product, as set out in Your original purchase invoice. During the first year of the Term of Your Plan, the Service Fee will apply only to replacement service requests due to physical damage (including screen failure) or liquid resistance damage. Thereafter, the Service Fee will apply to all replacement service requests.

<b>Value of Product</b>	<b>Service Fee</b>
\$0 - \$299.99	\$50
\$300 - \$699.99	\$100
\$700 - \$1,999.99	\$200
\$2,000 - \$2,999.99	\$300
\$3,000 and over	\$400

### **Customer Responsibility**

Before providing Your Product for service, you must:

1. remove any screen lock application (PIN, touch ID, or password);
2. deactivate any activation lock such as Find My iPhone or Google Activation Lock;
3. remove all confidential, proprietary and personal information; and
4. remove all removable cards such as media and SIM Cards.

It is Your responsibility to back up the contents of Your Product and remove any data prior to sending Your damage Product to Us.

We will not 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 by Us. *The foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives.*

### **Duration of Plan**

Access to all services under the Plan begin on the Effective Date and end on the earlier of:

1. the date the Term of Your Plan expires; and
2. cancellation of the Plan as described under the section entitled "Cancellation".

No services will be provided or paid under the Plan once ended.

Replacement of a defective Product does not deem the Plan as fulfilled. Coverage will be extended to the Replacement Product for the remainder of the Term of the Plan.

### **Cancellation**

At Our option, We may cancel this Plan on the basis of: (a) Your fraud or misrepresentation; (b) Your commercial or rental use of the Product (unless specifically noted as a commercial Plan on Your original purchase invoice); (c) an unauthorized replacement of a Product; (d) Your non-payment of the Plan Purchase Price, if applicable; (e) without limiting the foregoing, Your failure to comply with any of the terms and conditions set out in the present document.

You may cancel Your Plan for any reason at any time within the first thirty (30) days of purchase and receive a full refund of any payment made to this Plan. To receive Your refund, You must deliver the cancellation request along with this document and all original purchase invoices to a Best Buy store. After the first thirty (30) days, You may cancel this Plan, for any reason at any time by contacting Us at **1-800-GEEKSQUAD (1-800-433-5778)**. You will be entitled to a refund of any unearned portion of the Plan Purchase Price paid.

### **Transferable**

You may transfer this Plan to another person at any time by calling Us. You must provide the name of the person to whom the Plan is being transferred. To complete the transfer, the transferee must contact Us and provide address, email, phone number, and, if the original Plan was purchased with the monthly payment option, banking information and authorization for the continuation of the Plan's monthly payments as set out in the "Payment Details" section above. The transfer takes effect once the transferee provides the required information.

No transfer fees apply.

### **Assignment**

We may assign this Plan without Your consent and without notice to You. If We assign this Plan and/or its respective contracts, the assignee(s) will assume all obligations to You under this Plan and We will be released of all obligations. You agree to look solely to the assignee for the performance of all obligations under the Plan.

### **General Exclusions**

The following are not covered by this Plan:

1. loss or theft;
2. exposure to weather, moisture and other environmental conditions;
3. negligence, misuse, abuse, vandalism, or intentional physical damage;
4. physical damage resulting from unauthorized repairs, improper installation, improper equipment modifications; or unauthorized disassembly;
5. transportation damage (except damage incurred by authorized shipment of Your Product to and from an authorized service centre);

6. pixel burnout not in accordance with the manufacturer's guidelines;
7. viruses or malware, software generated problems;
8. acts of nature or any other peril originating from outside of the Product;
9. catastrophic damage including, but not limited to, being crushed, bent, falling from heights such as balconies or windows, being run over, falling from moving vehicles, and liquid immersion/submersion not in accordance with the manufacturer's guidelines;
10. software and data in the event of a power surge;
11. accessories that do not come with Your Product in the original manufacturer's package;
12. lost parts used with data and non-data phone devices;
13. unauthorized servicing, transportation or shipping charges;
14. Products with removed, defaced or altered International Mobile Equipment Identity (IMEI) number;
15. 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 You purchased a commercial Plan;
16. 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 Us from the consequences of Our own acts or the acts of Our representatives*);
17. fees related to third party contracts;
18. personal items left in the Product;
19. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced; or
20. minor imperfections or textures that meet design specifications or are considered normal by the manufacturer, that do not affect functionality of the Product, including, but not limited to, lumps and bumps on the screen; or
21. cosmetic imperfections that do not affect functionality of the Product including, but not limited to, scratches and dents.

#### **Limitations of Liability**

1. We are not liable to You if We are unable to perform Our obligations under this Plan due to events We are unable to control, such as acts of God.
2. We are not liable to You for viruses, property damage, loss of use, interruption of business, lost profits, lost data or other consequential, punitive or special damages, howsoever caused, whether for breach of warranty, contract, tort (including negligence), strict liability or otherwise (*the foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives*).
3. Our maximum liability to You is limited to the Plan Purchase Price You paid for the Product to be replaced under Your Plan.

#### **Privacy Policy**

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. We may use the information to serve You as a customer and communicate with You. We may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of Our privacy policy by calling 1-888-778-8023 or from Our website ([www.assurant.ca/privacy-policy](http://www.assurant.ca/privacy-policy)). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call Us at the number listed above.

## **PART 2 - FEATURES OF YOUR PLAN**

Following is a description of the features of Your Plan. To request services under the Plan, please refer to Part 3 – HOW TO REQUEST SERVICES for details.

#### **Assistance Services**

During the Terms of Your Plan You will have access to the following Product and Plan assistance services:

- 24-hour / 7-day per week bilingual French/English on-line and telephone support.
- Assistance with Product performance questions in order to expedite the Replacement Product issuance process.
- Managing the technical assessment of Your defective Product.

#### **Product Replacement Services**

This Plan has an aggregate **maximum of five (5) replacement service requests** during the Term of the Plan.

- **Mechanical Breakdown with Power Surge Protection:** If Your Product suffers mechanical breakdown as a result of manufacturer's defects in materials and workmanship or suffers damage from a power surge occurring during the Term of the Plan, We will replace Your Product with a Replacement Product, not to exceed the original purchase price of Your Product.

If during a service request, We determine that failure of Your Product is due to physical damage, Your service request will be processed under the Physical Damage Replacement Service section below and will be subject to the Service Fee.

- **Physical Damage Replacement Service:** If Your Product suffers physical damage (including screen failure) or liquid resistance failure, occurring during the Term of the Plan, We will send You a Replacement Product as described in Part 3 – HOW TO REQUEST SERVICES.

A maximum of **two (2)** physical damage replacement services are permitted during the Term of Your Plan.

#### **Accessory Replacement Service**

Where an Accessory is determined to be defective, this Plan will cover a replacement Accessory. If a replacement Accessory is not available, a new accessory of like kind and quality with comparable features and functionality will be provided.

#### **User-Replaceable Battery Replacement Service**

This Plan covers the replacement of **one (1)** battery in total during the Term of the Plan. At Our option, **the replacement battery may be new, refurbished or a nonoriginal manufacturer's battery that performs to the manufacturer's specifications for the Product.**

#### **Inquiries**

For inquiries please go to [geeksquad.ca/protection](http://geeksquad.ca/protection), **FAQs**, or call 1-800-GEEKSQUAD (1-800-433-5778). We will assist You in arranging for service or answer any questions You may have about Your Plan.

### PART 3 - HOW TO REQUEST SERVICES

**TO REQUEST SERVICES:** Please visit [geekssquad.ca/protection](https://geekssquad.ca/protection) or call 1-800-GEEKSQUAD (1-800-433-5778). **You will be required to provide a credit card at time of requesting services.**

Upon approval of Your service request, You may choose one of the following Product replacement service options:

- **Standard Exchange:** We will supply You with a return courier package. You must ship Your defective Product in the return courier package supplied to You. Upon Our receipt of Your defective Product, Your Replacement Product will be shipped by courier to You at Your address in Canada when it becomes available to Us.
- **Advance Exchange:** *(option only available for service requests placed after 90 days from the Product and Plan purchase date indicated in Your original invoice).* Your Replacement Product and a return courier package will be shipped by courier to You at Your address in Canada when it becomes available to Us. You must ship Your defective Product in the return courier package supplied to You within **fifteen (15)** days of receiving Your Replacement Product.

Advance Exchange Deposit: You will be charged a refundable deposit when you place your service request. The refundable deposit amount will be the greater of (a) \$100; or (b) the current retail value of a wireless device of the same make and model as Your Product rounded down to the nearest \$100. Upon Our receipt of Your defective Product, the refundable deposit will be automatically refunded to Your credit card.

No amount will be refunded if We do not receive Your defective Product within **fifteen (15)** days from You receiving Your Replacement Product. Additionally, if upon Our receipt of Your defective Product any activation lock is still active, We will return the defective Product to You and no amount will be refunded.

Advance Exchange Limitations:

1. In the event You do not return Your defective Product, at Our discretion, any service requests made under this Plan thereafter may not be eligible for the Advance Exchange option.
  2. For service requests due to physical damage (including screen failure) or liquid resistance failure, You may choose the Advance Exchange option a maximum of two (2) times throughout the Term of the Plan.
- **Accessory Exchange:** If it is determined that the failure is due to an Accessory, You must take Your Product and all Accessories to a Best Buy store for immediate exchange of the defective Accessory. If a replacement accessory is not available, a new accessory of like kind and quality with comparable features and functionality will be provided.

*You have specifically requested the English version of this Plan. A French version is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan. La version française est disponible sur demande.*

**End of Terms and Conditions**