

Geek Squad Protection with Accidental Damage - for wireless

Terms and Conditions

PART 1 - GENERAL

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, ear pods.

Accidental Damage means damage caused by an unexpected and unintentional external event, such as drops, cracks and spills, occurring during normal usage of the Product as the manufacturer intended.

American Bankers means American Bankers Insurance Company of Florida who provides the Benefits under this Plan.

Assurant means Assurant Services Canada Inc. who provides the Services under this Plan and acts as the Plan administrator.

Benefit(s) means the benefits described in Part 3.

Geek Squad means Best Buy Canada Ltd.

Plan means this Geek Squad Protection with Accidental Damage for wireless plan, which consists of Your original purchase invoice and these Terms and Conditions.

Plan Purchase Price means the consideration paid for by You for this Plan. The Plan Purchase Price is comprised of a payment to Assurant for the Service Contract and a payment to American Bankers for the Benefits Contract. The percentage of the Plan Purchase Price attributable to the Benefits Contract during the Term of Your Plan is as set out on Your original purchase invoice.

Product means the original wireless device You purchased at a Best Buy store 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, 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, though not necessarily of the same brand, not to exceed the original purchase price of Your Product.

Service(s) means the services described in Part 2 of this document which are provided by Assurant.

Term means the total period of coverage You purchased as indicated in Your original invoice.

We, Us or Our refers to Assurant and/or American Bankers, as the case may be.

You or Your means the purchaser of this Plan or any permitted transferee.

Two Contracts: You have elected to purchase the Plan for the price of the Term and in respect of the Product purchased from Geek Squad at a Best Buy store.

By purchasing this Plan, 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 for the provision of Services; 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 for the provision of Benefits.

You acknowledge that You have read and that You accept these Terms and Conditions. No oral or written representations, warranties or conditions, and no amendment or modification of these Terms and Conditions will be binding on You or on Us (not applicable in Quebec). 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.

Product Coverage: This Plan covers Your Product and Accessories, from manufacturer's defects in materials and workmanship not covered by the manufacturer warranty that reveals themselves 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. This Plan also covers Your Product in the event of Accidental Damage.

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 Us at geeksquad.ca/protection.

We reserve the right, at Our option, to accept another method of payment. At any time during the Term of Your Plan, You may pay out the sum of the remaining monthly instalments in one single payment.

For Quebec only - 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 the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides all Services and Benefits during and beyond the term of the manufacturer's warranty for the duration of the Term of the Plan.

Please note that 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 exchange, remove any confidential, proprietary or personal information and removable media. It is Your responsibility to back up the contents of Your wireless device and remove any data from parts or Your Product being returned.

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. **For Quebec only:** *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 and Benefits commences on the original Product and Plan purchase date. The Plan will end on the earliest of:

- i) the expiry date noted on the original purchase invoice; or
- ii) cancellation of the Plan as described under the section entitled "Cancellation".

No Services or Benefits 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 covered 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; or (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 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.

The Plan holder must have original documentation to receive Services and Benefits.

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, We will be released of all obligations, and You agree to look solely to the assignee for the performance of all obligations under the Plan.

General Exclusions: The following are not covered in respect of the Services and Benefits provided by this Plan:

1. 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, loss or theft, exposure to weather, moisture and other environmental conditions, negligence, misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of Product to and from an authorized service centre), improper equipment modifications, vandalism, pixel burnout in accordance with the manufacturer's guidelines, viruses or malware, software generated problems or acts of nature or any other peril originating from outside of the Product;
2. intentional physical damage, including, but not limited to, disassembly;
3. intentional or accidental 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,
4. software and data in the event of a power surge;
5. accessories that do not come with Your Product in the original manufacturer's package;
6. lost parts used with data and non-data phone devices;
7. unauthorized transportation charges;
8. Products with removed, defaced or altered International Mobile Equipment Identity (IMEI) number;
9. Products used for commercial purposes, used by the general public, used as a lease or rental, unless noted specifically as a commercial Plan on the original purchase invoice;
10. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort. *(For Quebec only: The foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives);*
11. fees related to third party contracts;
12. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;
or
13. minor imperfections in devices that meet design specifications or cosmetic damage (including but not limited to scratches, dents) that does not affect functionality.

Limitations of Liability:

1. None of American Bankers, Assurant, their employees or agents 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. None of American Bankers, Assurant, their employees or agents are 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.
3. Our maximum liability to You is limited to the Plan Purchase Price You paid for the Product to be repaired or replaced under this Plan.
4. Any implied warranty of merchantability and, where applicable, any implied warranty of fitness, is limited in duration to the Term of the Plan.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES AND CONDITIONS, THEREFORE THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Privacy Policy: 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 offered

by 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 **1-888-778-8023** or from Our website (www.assurantsolutions.ca/privacy). If You have any questions or concerns regarding the 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 the number listed above.

Additional Information About the Plan:

- All Plan costs and charges, if any, are subject to applicable taxes.
- 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 with Accidental Damage for wireless, Geek Squad receives a commission.

PART 2 – SERVICE CONTRACT TERMS AND CONDITIONS

Assurant is obligated to provide the Services to You as the Services are described in this Part 2. Assurant will co-ordinate provision of and facilitate access to the Services and the Benefits available under the Plan. American Bankers under the Benefits Contract (Part 3) is solely responsible for determining whether any claims are covered under the Plan and for approval of delivery of Services and Benefit payments.

Assistance Services:

- 24-hour / 7-day per week bilingual French/English telephone support including replacement services management and Benefit claims processing services.
- Assistance with Product performance questions in order to expedite restoration of Your Product to normal operating conditions.

Replacement Services:

- Management of Product replacement services, which entails:
 - Managing the technical assessment of Your defective Product in coordination.
 - Management of the Replacement Product issuance process including arranging for wireless device and battery replacements.
 - Shipping of a Replacement Product and arranging for the return of a defective Product.
 - Coordination and facilitation of the Benefit claims process with American Bankers.

TO ARRANGE FOR SERVICE please contact Us at 1-800-GEEKSQUAD (1-800-433-5778). You will be required to provide a credit card at time of arranging for Service.

If Your Product is determined to be defective as described in Part 3 of these Terms and Conditions, You may choose one of the following 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:** 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 thirty (30) days of receiving Your Replacement Product.

Advance Exchange Deposit: For the Advance Exchange option, You will be charged a refundable deposit at time of claim. 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 paid at time of claim will be automatically refunded to Your credit card. No amount will be refunded if we do not receive Your defective Product within thirty (30) days from You receiving Your Replacement Product.

Advance Exchange Limitations:

- 1) In the event You do not return Your defective Product, at Our discretion, any claims made under this Plan thereafter may not be eligible for the Advance Exchange option.
 - 2) For Accidental Damage claims, 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.

At the sole discretion of American Bankers, if it is determined that failure of Your Product is due to Accidental Damage, the Accidental Damage charge as described in Part 3 of these Terms and Conditions may apply.

PART 3 – BENEFITS CONTRACT TERMS AND CONDITIONS

American Bankers is obligated to provide the Benefits to You as the Benefits are described in this Part 3. American Bankers is responsible for determining whether any claims are covered under the Plan and for approval of delivery of Benefit payments, subject to Limitations of Liability, General Exclusions and any other exclusion or limitation set out herein.

- **Benefits Contract Limitations:** This Plan has an aggregate **maximum of five (5) Benefit claims** during the Term of the Plan.
- **Accidental Damage Benefit:** Where Your Product is determined to be defective as a result of Accidental Damage, American Bankers will cover the cost of funding a Replacement Product which will be provided to You by Assurant.

Accidental Damage Charge: Replacement of a Product due to Accidental Damage will be subject to an Accidental Damage charge as follows: a) \$50 charge for wireless devices with a value of up to \$300; or b) \$100 charge for wireless devices with a value of over \$300.

Limitations: The Accidental Damage Benefit permits a **maximum of two (2) Accidental Damage claims** during the Term of the Plan.

- **Replacement & Power Surge Benefit:** Where Your Product is determined to be defective as a result of manufacturer's defect in materials and workmanship or as a result of damage from a power surge occurring during the Term of the Plan, American Bankers will cover the cost of funding a Replacement Product which will be provided to You by Assurant.
- **Accessory Replacement Benefit:** Where an Accessory is determined to be defective, American Bankers will cover the cost of funding 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.

- **Removable Battery Replacement Benefit:** American Bankers will cover the cost of funding and shipping a replacement battery which will be provided to You by Assurant. This Benefit covers **only one** battery replacement in total during the Term of the Plan. At Our option, **the replacement battery may be new, refurbished or a non-original manufacturer's battery that performs to the manufacturer's specifications for the Product.**

INQUIRIES: For inquiries please go to 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.

IMPORTANT: You must provide an accurate and complete mailing address, email address and contact number at time of purchase and replacement.

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

End of Terms and Conditions