

PROTECTION AD+
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, external speakers, monitors, keyboards, mice, remote controls, docking stations, power leads, and 3D glasses.

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 and/or administers the Services under this Plan and is the Plan administrator.

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

Geek Squad means Best Buy Canada Ltd.

Plan means this Protection AD+ 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. 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 product You purchased from Geek Squad for which You paid the Plan Purchase Price, or its replacement under this Plan.

Replacement Product means a refurbished product 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.

Service(s) means the services described in Part 2 of this document.

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

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; 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;

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

Product Coverage: This Plan covers Your Product and Accessories from damage due to power surges and from manufacturer's defects in materials and workmanship not covered by the manufacturer warranty that reveal 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 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.

Manufacturer's Warranty: This Plan complements but does not replace the manufacturer's warranty, by providing certain additional Services and Benefits described in these Terms and Conditions for the duration of the Term of the Plan. While Your Product is covered by the manufacturer's warranty, please contact the manufacturer directly for all such claims including where You have On-Site repair service.

Please note that 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, you must:

1. remove any screen lock application (PIN, touch ID, or password);
2. deactivate any Activation Lock;
3. remove all confidential, proprietary and personal information; and
4. remove all removable media, such as CDs, DVDs or PC Cards, or internet sticks.

It is Your responsibility to back up the contents of Your Product, including, without limitation, its hard drive, and remove any data from parts of Your Product being returned before Services are performed, including any data You have stored or software You have installed. It is possible that the contents of any hard drive or data storage component will be lost or reformatted in the course of Service. Where possible, and subject to availability of software, Your Product will be returned to You configured as originally purchased. This Plan does not include restoration of data to Your Product.

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 repaired or replaced by Us. *For Quebec only: The foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives.*

When sending a Product to an authorized service facility, You are responsible for properly packaging Your Product 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 and Plan purchase date. The Plan will end on the earliest of:

- i) the expiry date noted on the original purchase invoice; and
- 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.

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) repair or replacement of a Product not performed by a certified and qualified technician authorized by the manufacturer during the manufacturer's warranty period; (d) repair of a Product after the manufacturer's warranty period not authorized by Us; 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, less the cost of services received and benefits paid, unless otherwise prohibited by law. 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 subject to a service recovery fee of \$240 ("Service Recovery Fee"), which will be applied as follows:

- a) if you paid less than the Service Recovery Fee under this Plan on the date of cancellation, you will be charged the Service Recovery Fee less any amounts you already paid of the Plan Purchase Price; or
- b) if you paid more than the Service Recovery Fee under this Plan on the date of cancellation, the Service Recovery Fee is waived and you will receive a refund of any unearned portion of the Plan Purchase Price paid by you.

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.*

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 and phone number. The transfer takes effect once the transferee provides the required information.

Services provided under the Geek Squad Home Membership (referred to in Part 2 of these Terms and Conditions) may be transferred to another residence, provided You reside in the residence. You may be required to provide acceptable documentation demonstrating proof of address change and residency at the address.

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 Your Product to and from an authorized service centre), improper equipment modifications, vandalism, pixel burnout not 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 (remotes, knobs, or other similar parts) or consumable parts, including, but not limited to, light bulbs (including, but not limited to, lamps and optical units), knobs, dials, rinse aids, filter, belts, cartridges, drums, external power source batteries or portable battery chargers, and end-user replaceable print heads;
7. non-end-user replacement batteries (except for laptops, desktops, notebooks, netbooks, and tablets, which are covered);
8. end-user replaceable batteries including, but not limited to, alkaline, carbon zinc, nickel, and oxyride batteries;
9. unauthorized servicing, transportation or shipping charges;
10. Products with removed, defaced or altered serial numbers;
11. 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;
12. 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*);
13. fees related to third party contracts;

14. “no problem found” or “no fault found” type diagnosis and intermittent errors that cannot be reproduced;
or
15. minor imperfections in units that meet design specifications or cosmetic imperfections that do not alter 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 Your Plan.
4. Any implied warranty of merchantability and, where applicable, any implied warranty of fitness, is limited in duration to the Term of Your 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 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.assurantsolutions.ca/privacy). 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.

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 Protection AD+, Geek Squad receives a commission.

PART 2 – SERVICE CONTRACT TERMS AND CONDITIONS

Assurant will provide and/or co-ordinate provision of the Services and facilitate access to 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 on-line and telephone support, including repair services management and Benefit claims processing services.
- Assistance with Product performance questions in order to expedite restoration of Your Product to normal operating conditions.

• **Repair Services:** 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 select covered Product.

- Full diagnostic of Your covered Product to determine the source of the defect.
- Management of the repair process and delivery of services.
- Monitoring and enforcement of service standards to ensure quality of service by Our service centres and technicians.
- **Replacement Services:** Administration of Product replacement services, which entails:
 - Managing the technical assessment of Your defective Product.
 - Coordination and facilitation of the Benefit claims process with American Bankers.
- **Geek Squad Home Membership:** Assurant is the administrator of the Geek Squad Home Membership.

During the Term of the Plan, You will have access to certain membership services provided by Geek Squad under the Geek Squad Home Membership. These services may be provided online, in-store, or in-home at the address You registered when You purchased this Plan. The current services offered under the Geek Squad Home Membership are set out at geeksquad.ca/gshm.

Geek Squad Home Membership services are subject to:

- change from time to time without notice (except where prohibited by applicable law);
- certain terms, conditions, exclusions and limitations as referenced on geeksquad.ca/gshm; and
- service fees payable to Geek Squad in respect of certain services, unless otherwise stated in the services offering set out at geeksquad.ca/gshm.

Geek Squad Home Membership services are only available within a 50km radius of a Geek Squad store location. Services provided outside a 50km radius of a Geek Squad store location may be subject to additional fees. Services may not be provided if the minimum system requirements are not met, or if Your technical needs, requirements, or requests are unusual or extensive as determined by Geek Squad. Geek Squad Home Membership services are limited to the descriptions for each such service provided on geeksquad.ca/gshm or other written scope document applicable to a particular service, which Geek Squad will make available to You on Your request.

Geek Squad Home Membership services do not include physical maintenance, repair, or replacement of any product.

- **TO ACCESS GEEK SQUAD HOME MEMBERSHIP SERVICES:** You may visit geeksquad.ca/gshm, call **1-800-GEEKSQUAD**, or visit a store near You.
- **TO FILE A CLAIM:** You may visit geeksquad.ca/protection where You can register Your Plan, file a claim, and check the status of Your request. You may also call **1-800-GEEKSQUAD (1-800-433-5778)** from within Canada and the United States.

All repairs, except those noted in the “On-Site Service” section in Part 3, will be performed at an authorized service centre on a carry-in basis only. For On-Site Service repairs, if it determined that On-Site repair service is required, Our certified service technician will contact You to schedule a Service appointment.

- **Certified Service Network:** Assurant ensures quality service delivery throughout North America with a network of certified service technicians to support the Canadian marketplace, and constantly monitors the quality of service that is received by customers. Additionally, Assurant requires that all service repair centres maintain 1) suitable repair facilities in accordance with good business practices; and 2) appropriate licensing in compliance with applicable local, provincial and federal laws that pertain to repair centre businesses.
- **Global Coverage:** Global coverage is available on a limited basis. Please visit geeksquad.ca/protection to download a Global Coverage Claim Form and to obtain instructions on how to make a claim.

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.

- **Product Specific Benefits:** American Bankers will cover the cost of:
 1. Repair for burn-in and ghost imaging;
 2. pixel burnout coverage based upon manufacturer's guidelines;
 3. repair of blown speaker components not due to intentional abuse or misuse for speakers covered under the Plan;
 4. an allowance of up to \$300 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;
 5. a reimbursement of up to \$50 for laundry cleaning services per Service repair for washers and dryers if your Product is out of service for more than seven (7) consecutive days. You will be required to submit an itemized list for each laundry reimbursement claim.
- **On-Site repair service:** On-Site repair service is included for TVs larger than 27", major appliances and over-the-range microwaves.

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 with clear and unobstructed access as determined solely by the certified service technician. If Your TV is wall mounted, You may be required to remove it from the mount. 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. Assurant may request that You first deliver the defective Accessory to a Best Buy store.

If You live beyond a 60km radius of an authorized service centre, Your claim will be processed under Global Coverage. Please refer to the section entitled "Global Coverage" in Part 2 of these Terms and Conditions on how to file a claim.

- **Repair Benefit & Power Surge Benefit:** Where Your Product is determined to be defective as a result of manufacturer's defects in materials and workmanship not covered by the manufacturer's warranty or as a result of damage from a power surge occurring during the Term of the Plan, American Bankers will cover the cost of Product repair services provided through Assurant's Certified Service Network. Specifically, this benefit will cover labour and replacement part costs necessary to restore Your Product to normal operating condition. Replacement parts may be restricted to refurbished or non-original manufacturer's parts that perform to the manufacturer's specifications. This Plan provides power surge protection from the date of purchase of the Product (hardware only).

At American Bankers' option, as opposed to covering the cost of repair, American Bankers may cover the cost of a Replacement Product, though not necessarily of the same brand, not to exceed the original purchase price of Your Product.

- **Replacement Benefit:** If a repair through Assurant's Certified Service Network takes longer than twenty (20) business days to complete, American Bankers will cover the cost of a Replacement Product, though not necessarily of the same brand, not to exceed the original purchase price of Your Product. The 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. For On-Site repair service, the service period begins at the time of the initial Service call.

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 a Replacement Product, though not necessarily of the same brand, not to exceed the original purchase price of Your Product. 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.

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

- **Accidental Damage Benefit:** Where Your Product is determined to be defective as a result of Accidental Damage, American Bankers will cover the cost of Product repair Services provided through Assurant’s Certified Service Network. If We determine that the Accidental Damage to Your Product cannot be repaired, American Bankers will cover the cost of funding a Replacement Product which will be provided to You by Assurant.

Limitations: The Accidental Damage Benefit permits a maximum of two (2) Accidental Damage claims during the Term of Your Plan which includes a limit of one (1) replacement if the Accidental Damage to Your Product cannot be repaired.

- **Accidental Damage Charge:** Repair or replacement of a Product due to Accidental Damage may be subject to Your payment of an Accidental Damage charge. Please refer to the table below:

Product Type	Retail Price of Product	Accidental Damage Charge
Televisions	Up to \$ 2, 000	\$ 200
	\$ 2,001 and over	\$ 400

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 may apply.

- **Global Coverage Benefit:** If You require Global 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.

Limitations: Global Coverage does not include On-Site repair service, No Lemon Benefit or the Replacement Benefit.

- **Workmanship Guarantee:** The quality of workmanship by repair technicians under Assurant Certified Service Network is guaranteed for 90 days.
- **Inquiries:** For inquiries please go to geek squad.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.

MANITOBA AND BRITISH COLUMBIA STATUTORY CONDITIONS

The following Statutory Conditions provided in Schedule B to the Insurance Act pursuant to Section 136.4(2) of the Act (Manitoba), and Section 29 of the Insurance Act (British Columbia) are deemed to be part of this Protection AD+ Plan. In the event of any conflict or inconsistency between the Protection AD+ Terms and Conditions and the terms and conditions set out in this section, the terms and conditions set out in this section will govern and control.

Misrepresentation

1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
(a) otherwise specifically stated in the contract, or
(b) the interest of the insured in that property is stated in the contract.

Change of interest

3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
(a) material to the risk, and
(b) within the control and knowledge of the insured

4(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

4(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
(a) terminate the contract in accordance with Statutory Condition 5, or
(b) notify the insured in writing that, if the insured desires the contract to

continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

4(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

Termination of contract

5(1) The contract may be terminated,
(a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
(b) by the insured at any time on request.

5(2) If the contract is terminated by the insurer, (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

5(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

5(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered

letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration

(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,

(iv) stating the amount of other insurances and the names of other insurers,

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and (vii) stating the place where the insured property was at the time of loss,

(c) if required by the insurer, give a complete inventory of undamaged

property showing in detail quantities and cost of that property, and
(d) if required by the insurer and if practicable,

- (i) produce books of account and inventory lists,
- (ii) furnish invoices and other vouchers verified by statutory declaration, and
- (iii) furnish a copy of the written portion of any other relevant contract.

6(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7 Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made
(a) by the agent of the insured if
(i) the insured is absent or unable to give the notice or make the proof, and
(ii) the absence or inability is satisfactorily accounted for, or
(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

9(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10 After loss or damage to insured property, the insurer has (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the

property, and to make an estimate of the loss or damage, and

(b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

11(2) There is no right to a dispute resolution process under this condition until

- a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

When loss payable

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Replacement

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

13(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14(1) Written notice to the insurer may be delivered at, or sent by registered

mail to, the chief agency or head office of the insurer in the province.

14(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.

End of Terms and Conditions

GEEK SQUAD LOANER PROGRAM **FOR LAPTOPS, DESKTOPS, TABLETS AND TELEVISIONS***

In the event your Product needs to be retained for a Geek Squad facilitated repair, you may be eligible for the Geek Squad Loaner Program.

For Televisions, a refundable deposit equaling up to the price of the loaner television, to a maximum of \$400 plus tax and EHF (Environment Handling Fee), is required. The loaner product must be returned the earlier of 60 days or concurrent with the return of Your Product.

NOTE: THE GEEK SQUAD LOANER PROGRAM IS A SEPARATE PROGRAM OFFERED BY GEEK SQUAD AND IS NOT ADMINISTERED OR UNDERWRITTEN BY ASSURANT OR AMERICAN BANKERS. THE PROGRAM MAY BE AMENDED OR DISCONTINUED AT ANY TIME.

***Additional Terms and Conditions apply. Please see in-store for full details.**

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