

Geek Squad Protection Total Plan for Desktops and Laptops

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 this Geek Squad Protection Total Plan (“Plan”) or any permitted transferee.

Two Contracts: You have elected to purchase the Plan for the price of the term indicated in your original invoice as Period A + Period B (“Term”), and in respect of the Product purchased from Best Buy Canada Ltd. (“Geek Squad”) at a Best Buy store. “Product” means the original desktop or laptop, or its replacement under this Plan. “Replacement Product” means a refurbished desktop or laptop of like kind and quality with comparable features and functionality to the covered Product.

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 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 Product. 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 (“Benefits”) in relation to the Product. 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 Product and Accessories: This Plan covers desktops and laptops purchased at a Best Buy store. The Plan covers your Product from manufacturer’s defects in materials and workmanship that reveal themselves in normal usage and 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, mouse, remote controls, and docking stations.

Plan Purchase Price: The “Plan Purchase Price” is the monthly payment set out on your original purchase invoice multiplied by the months in the Term of your 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 in your original purchase invoice.

At your option, 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 you select the monthly payment option, 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 the Plan you have purchased, unless the Plan is cancelled or terminated as set forth in the "Cancellation" section. We will collect your Plan Purchase Price subject to the provisions listed in the "Payment Details" section below.

Payment Details: For the monthly payment option, we will charge the credit card account you designated for each monthly payment of the Plan as described in the "Plan Purchase Price" section above. 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.

If you have chosen to pay the Plan Purchase Price in monthly payments, 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 mailed by us. At our option, we may continue to charge your monthly payment in instalments for the duration of the Term of the Plan.

If you have any questions in respect to the Plan Purchase Price, or wish to change your payment option or method of payment, or advise us of any changes to your billing or contact information, please visit www.geekssquad.ca/protection or you may call 1-800-GEEKSQUAD (1-800-433-5778).

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 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. While your Product is covered by the manufacturer's warranty, please contact the manufacturer directly for all such claims including where you have In-home Service. 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 replacement, remove any confidential, proprietary or personal information, and removable media, such as CDs, DVDs, PC cards, or mobile internet stick. **It is your responsibility to back up the contents of your hard drive(s) and remove any data from parts or 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.** 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 serviced. ***For Quebec only:*** *The foregoing is not intended to liberate Assurant, Geek Squad, or American Bankers from the consequences of their own acts or the acts of their representatives.*

Your Product will be returned to you configured as originally purchased (subject to availability of software). When sending a Product to an authorized service facility as specified in these contracts 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. Familiarize yourself with the description of benefits in Part 3 and how to access them in Part 2.

Duration of Plan: Access to Services and Benefits commences on the original Product and 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; or
- ii) the date of cancellation of the Plan as described under the following 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.

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 their option, Assurant may cancel the Service Contract, and American Bankers may cancel the Benefits Contract 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 repair or replacement of a Product (not done under manufacturer's warranty or by a certified and qualified technician); (d) your non-payment of the Plan Purchase Price (monthly

payment, or single payment due to non-payment); 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 this 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 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 all original purchase invoices to a Best Buy store.

After the first thirty (30) days, you may cancel this Plan (the Service Contract and the Benefits Contract), 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 \$100 ("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.

No services or benefits will be received or paid after cancellation or expiry of this Plan.

Transferable: This Plan is transferable to another person at any time by calling us at **1-800-GEEKSQUAD (1-800-433-5778)**. 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.

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.

No oral or written representations, warranties or conditions of the Service Contract or the Benefits Contract will be binding, except by a written agreement signed by the party to be bound thereby (***not applicable in Quebec***).

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 the 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 terms of this Plan or the respective contracts hereunder are 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, including disassembly and damage due to spilled liquids (except damage that qualifies for the Accidental Damage Benefit for Laptops), misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of Product(s) to and from an authorized service centre), improper equipment modifications, vandalism, pixel burnout in accordance with the manufacturer's guidelines, computer viruses or malware (except in cases where the antivirus software was loaded and maintained), software generated problems or acts of nature or any other peril originating from outside of the Product;
2. software and data in the event of a power surge;
3. accessories that do not come with your Product in the original manufacturer's package or lost parts or consumable parts, and batteries;
4. unauthorized servicing and transportation charges;
5. Products with altered, defaced or removed 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. (*For Quebec only: The foregoing is not intended to liberate Assurant, Geek Squad, or American Bankers from the consequences of their own acts or the acts of their representatives*);
8. fees related to third party contracts;
9. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;
or
10. 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. **NONE OF ASSURANT, GEEK SQUAD OR AMERICAN BANKERS 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. 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 UNDER THIS PLAN.
4. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE SERVICE OR BENEFITS CONTRACT, IS LIMITED IN DURATION TO THE DURATION OF THE PLAN.
5. NO SERVICES OR BENEFITS WILL BE PROVIDED UNDER THE PLAN WHILE ANY UNPAID AMOUNTS ARE DUE AND PAYABLE IN REGARD TO THE PLAN PURCHASE PRICE.

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, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Disclosure:

- ALL PLAN COSTS AND CHARGES ARE SUBJECT TO APPLICABLE TAXES.
- 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). 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 the Geek Squad Protection Total Plan for Desktops and Laptops, 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 Repair Services and Benefit payments.

Assistance & Repair/Replacement Services: Assurant will provide you with, or arrange for you, certain Assistance Services and Repair/ Replacement Services to address manufacturer's defects in materials and workmanship that reveal themselves in normal usage for the duration of the Plan. These Services include:

Assistance Services:

- 24-hour / 7-day per week bilingual French/English on-line and telephone product performance support, including technical assistance, repair/replacement services management and claims benefit processing services.
- Technical assistance with product performance questions in order to expedite restoration of your Product to normal operating conditions.

Repair 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 the covered Product 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.

Replacement Services:

- Management of Product replacement services, which entails:
 - Managing the technical assessment of your defective Product in coordination with Geek Squad.
 - Coordination and facilitation of the Benefit claims process with American Bankers.

TO ARRANGE FOR SERVICE, please visit www.geeksquad.ca/total or call 1-800-GEEKSQUAD (1-800-433-5778) from within Canada and the United States. During the initial service 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 Plan repairs, except those noted as “In-home Service Plan” on the original purchase invoice, will be performed at an authorized service centre, on a carry-in basis only.**

For In-home Service Plan repairs, if it is determined that In-home Service is required, our certified service technician will contact you within four (4) business hours to schedule a service appointment.

To register your Plan, file a claim or check the status of your claim please visit us at www.geeksquad.ca/protection.

Telephone Technical Support: You may call the technical support line which is a feature of your In-home Service Plan for your Product, or you may leverage your “Remote Support” benefit as described below. The 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 our diagnosis confirms a hardware failure, we will assist you in arranging service for your Product. Other than software provided pursuant to this Plan, we do not support customized or proprietary software, those applications that were installed after you take delivery of your Product, or those software errors that confirm improperly functioning or defective software.

Certified Service Network: Assurant ensures quality service delivery throughout North America with a network of certified service technicians to support the Canadian marketplace. 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.

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 subject to the General Exclusions and Limitations above. American Bankers will be responsible for the determination of whether any claims are covered under the Plan and for approval of delivery of Benefits.

The ownership and all rights associated therewith in respect of the covered Product will automatically be assigned to American Bankers upon replacement of the Product under the Plan,

Initial setup support. This support can be setup in store at time of original Product purchase or within thirty (30) days of your Product purchase by visiting **www.geeksquad.ca/total**. In a case of a Replacement Product, this support can be set up in store at time of replacement or within thirty (30) days of your Product replacement by visiting **www.geeksquad.ca/total**. This service ensures that your Product is running in peak shape at time of purchase by:

1. installing antivirus, antispyware, internet security software (see “Virus, spyware & internet security” for more details);
2. facilitating system updates to improve performance;
3. enable anti-phishing & pop-up block tools;
4. removing unwanted programs and trial ware;
5. creating user accounts (if applicable); and
6. testing and verifying your Product's functionality.

Remote support for advanced diagnostic. This should be your first point of contact for all your support needs. We will guide you through peripheral installs such as printers, digital cameras, mouse, wireless network, tuning up the computer, or defrag and removal of harmful software. To receive support online you will need your 4-PART-KEY number as shown on your original purchase invoice, and your virus, spyware & internet security must be up to date. To obtain service please visit **www.geeksquad.ca/total**.

Virus, spyware & internet security. To defend your Product, and valuable files from attack. Internet security features include but are not limited to antivirus, antispyware, anti-phishing, chat encryption, home network management, firewall, parental control, tune-up and performance optimizer.

This can be loaded in store at time of original Product purchase or within thirty (30) days of your Product purchase by visiting www.geeksquad.ca/total. In a case of a Replacement Product, this support can be set up in store at time of replacement or within thirty (30) days of your Product replacement by visiting www.geeksquad.ca/total. To receive support online you will need your 4-PART-KEY number as shown on your original purchase invoice

In-home Service Benefit: If you have purchased an In-home Service Plan, 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 Service. After inspection and assessment by a 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.

In-home Service Benefit Limitations: In-home Service Benefit is limited to two in-home visits per year. 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. When sending a Product to an authorized service centre, 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.

If we are unable to arrange for In-home Service or commercially reasonable shipping charges to an authorized service centre location, American Bankers will refund the Plan Purchase Price paid, or you may take your covered Product to an authorized service centre on a carry-in basis. The In-home Service Benefit does not apply to repair services that are performed outside of Canada.

Accidental Damage Benefit for Laptops: Where your Product is determined to be defective as a result of accidental damage(s) caused by an unexpected and unintentional external event, such as drops, cracks and spills, occurring during normal daily usage of the Product as the manufacturer intended ("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 shall be provided to you by Assurant under the Plan. Technological advances may result in a Replacement Product with a lower selling price than the original Product.

Accidental Damage Benefit for Laptops Limitations: The Accidental Damage benefit will not cover damages to the Product due to: (a) unauthorized repair or disassembly; (b) any form of abuse; (c) falling from heights such as balconies or out of windows; (d) being run over or falling from moving vehicles; (e) damage from liquid immersion/submersion; (f) catastrophic damage, including but not limited to being crushed or bent; (g) any other secondary damage or usage of the Product in a manner the manufacturer did not intend; or (h) cosmetic damage, including but not limited to scratches or dents, that does not affect functionality. The Accidental Damage Benefit permits a maximum of two (2) Accidental Damage claims during the Term of the Plan.

Repair Benefit & Power Surge Benefit: Where your Product is determined 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 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 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 covered may be restricted to refurbished or non-original manufacturer's parts 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).

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. Technological advances may result in a Replacement Product with a lower selling price than the original Product.

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 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. Technological advances may result in a Replacement Product with a lower selling price than the Product. The 20-business day service period begins when the Product arrives at the Best Buy store or authorized service location and ends when the repaired Product is made available to you for pick up. For In-home Service Plan repairs, the 20-business day period begins at the time of the initial call for In-home Service.

To request this Benefit, you must contact us at **1-800-GEEKSQUAD (1-800-433-5778)**.

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 a Replacement Product, though not necessarily of the same brand, not to exceed the original purchase price. Technological advances may result in a Replacement Product with a lower selling price than the 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.

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; (e) are performed outside Canada; or (f) are carried out under an Accidental Damage Benefit for Laptops claim.

Loss of Data: When we repair or replace your Product under these Terms and Conditions, if we are unable to save data on your repaired Product or transfer data to your Replacement Product, none of American Bankers, Assurant, or Geek Squad will be liable to you as a result.

Shipping Charges: Where due to the nature of the required repairs, your Product must be sent to an authorized service centre to complete the repair; American Bankers will pay for the shipping charges, if any.

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 Service Plan, No Lemon Benefit, Replacement Benefit, or Accidental Damage Benefit for Laptops.

Cloud Storage and Backup: In addition to the benefits set out above, this Plan provides you with the ability to subscribe to a cloud storage and backup service (“Cloud Storage”), provided by a third party. Cloud Storage includes:

- 25 Gb of cloud storage
- iOS and Android mobile device application with upload capabilities
- Secure web portal to access and upload your data from a PC or Mac
- Data backup software for PCs

Access to your Cloud Storage subscription commences on the Plan purchase date and ends on the earliest of:

- i) the expiry date of the Plan as noted on the original purchase invoice; or
- ii) the date of cancellation of the Plan as described in the section titled “Cancellation”.

To access your Cloud Storage subscription and activate your account, go to www.geeksquad.ca/total or call **1-800-GEEKSQUAD (1-800-433-5778)**.

Upon expiration or cancellation of the Plan, you are responsible for renewing your Cloud Storage subscription to retrieve any stored data. All stored data associated with an expired or cancelled Plan will be completely deleted and removed from the Cloud Storage system thirty (30) days following the expiration or cancellation of the Plan. Please visit www.geeksquad.ca/cloud for full terms and conditions of use.

PLEASE NOTE: FOR THE AVOIDANCE OF DOUBT, USE OF THE CLOUD STORAGE IS AT YOUR RISK AND NONE OF GEEK SQUAD, ASSURANT, AND AMERICAN BANKERS IS RESPONSIBLE OR LIABLE FOR ANY LOSS, ALTERATION OR CORRUPTION OF ANY DATA AS A RESULT OF YOUR USE OF THE CLOUD STORAGE OR THE ASSOCIATED SOFTWARE. IT IS YOUR RESPONSIBILITY TO ENSURE YOU RETAIN COPIES OF ANY SUCH DATA.

End of Terms and Conditions

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.

In the event that your computer needs to be retained for a Geek Squad facilitated repair, you may be eligible for the Geek Squad Loaner Program. The Geek Squad Loaner Program is a separate program offered by Geek Squad and is not administered or underwritten by Assurant or American Bankers. It may be amended or discontinued at any time. Additional terms and conditions apply. Please see in-store for full details.