

**Geek Squad Protection with Accidental Damage**  
**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 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 plan as shown on Your original purchase invoice.

**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 product 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 product 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.

**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 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 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 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 and 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.

**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](https://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 certain additional Services and Benefits during and beyond the term of the manufacturer's warranty. 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 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, remove any confidential, proprietary or personal information, and removable media, such as CDs, DVDs or PC Cards, or internet sticks. **It is Your responsibility to back up the contents of Your hard drive 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.** 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; or
- ii) cancellation of the Plan as outlined 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 Product (except where permitted by a commercial Plan); (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; (e) Your non-payment of the Plan Purchase Price, if applicable; or (f) without limiting the foregoing, Your failure to comply with any of the terms and conditions set out in the present document.

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

**Transferable:** You may transfer this Plan to another person at any time by calling Us. You must provide the name of the person to whom the Plan is being transferred.

To complete the transfer, the transferee must contact Us and provide address, email, phone number, and, if the original Plan was purchased with the monthly payment option, banking information and authorization for the continuation of the Plan's monthly payments as set out in the "Payment Details" section above. The transfer takes effect once the transferee provides the required information.

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 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 transportation 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 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](http://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 the Plan, 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 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:** 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 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:** Management 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.
- **TO FILE A CLAIM:** You may visit [geeksquad.ca/protection](https://www.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](http://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 \$200 for food spoilage per Service repair for refrigerators and freezers. Food spoilage covers perishable items only and claims must be verified by an authorized service technician. You will be required to provide a copy of the invoice detailing the replacements goods.
- **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 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.

- Accidental Damage Charge:** Repair or replacement of a Product due to Accidental Damage may be subject to 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:** 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 [geeksquad.ca/protection](https://www.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.

*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.*

## 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.**