



PROTECTION AD (FOR CELL PHONES) TERMS AND CONDITIONS

PART 1 - GENERAL

Definitions:

Accessory(ies) means supplementary items and/or peripheral devices that are included with and form part of Your covered Product in the original manufacturer's package including, but not limited to, USB cable, power adapter, battery, ear pods.

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

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

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

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

Geek Squad means Best Buy Canada Ltd.

Plan means this Protection AD (for cell phones), which consists of Your original purchase invoice and these Terms and Conditions.

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

Product means the original wireless device You purchased at a Best Buy store for which You paid the Plan Purchase Price, or its replacement under this Plan.

Replacement Product means a refurbished wireless device of like kind and quality with comparable features and functionality to the original Product though not necessarily of the same brand 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 which are provided by Assurant.

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

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

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

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

By purchasing this Plan, You are entering into two legal contracts as follows:

- a Service Contract consisting of Your original purchase invoice and Parts 1 and 2 of this document which is made between You and Assurant for the provision of Services; and
- a second distinct Benefits Contract consisting of Your original purchase invoice and Parts 1 and 3 of this document, which is made between You and American Bankers for the provision of Benefits.

You acknowledge that You have read and that You accept these Terms and Conditions. No oral or written representations, warranties or conditions will be binding on You or on Us. 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 manufacturer's defects in materials and workmanship that reveals themselves during normal usage when used primarily for personal, family or household purposes or in a home office setting, unless specifically noted as a commercial Plan on Your original purchase invoice. This Plan also covers Your Product in the event of Accidental Damage.

This Plan cannot be used outside of Canada.

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

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

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

To update Your billing information, please visit geek squad.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 all the Services and Benefits described in these Terms and Conditions for the duration of the Term of the Plan.

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.

Service Fee: Replacement of Your Product will be subject to a service fee ("Service Fee") based on the value of Your Product, as set out in Your original purchase invoice. During the first year of the Term of Your Plan, the Service Fee will apply only to Accidental Damage claims. Thereafter, the Service Fee will apply to all claims.

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

Customer Responsibility: Before providing your Product for service, you must:

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

It is Your responsibility to back up the contents of Your wireless device and remove any data from parts or Your Product being returned.

We will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product that is replaced.

Duration of Plan: Access to all Services and Benefits commences on the original Product and Plan purchase date. The Plan will end on the earliest of:

1. the expiry date noted on the original purchase invoice; or
2. cancellation of the Plan as described under the section entitled "Cancellation".

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

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

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

You may cancel Your Plan for any reason at any time within the first thirty (30) days of purchase and receive a full refund of any payment made to this Plan. To receive Your refund, You must deliver the cancellation request along with all original purchase invoices to a Best Buy store. After the first thirty (30) days, You may cancel this Plan for any reason at any time by contacting **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. loss or theft;
2. exposure to weather, moisture and other environmental conditions;
3. negligence, misuse, abuse, vandalism, or intentional physical damage;
4. physical damage resulting from unauthorized repairs, improper installation, improper equipment modifications; or unauthorized disassembly;
5. transportation damage (except damage incurred by authorized shipment of Your Product to and from an authorized service centre);
6. pixel burnout not in accordance with the manufacturer's guidelines;
7. viruses or malware, software generated problems;
8. acts of nature or any other peril originating from outside of the Product;
9. catastrophic damage including, but not limited to, being crushed, bent, falling from heights such as balconies or windows, being run over, falling from moving vehicles, and liquid immersion/submersion not in accordance with the manufacturer's guidelines;
10. software and data in the event of a power surge;
11. accessories that do not come with Your Product in the original manufacturer's package;
12. lost parts used with data and non-data phone devices;
13. unauthorized servicing, transportation or shipping charges;
14. Products with removed, defaced or altered International Mobile Equipment Identity (IMEI) number;
15. Products used for commercial purposes, used by the general public, used as a lease or rental, unless noted specifically as a commercial Plan on the original purchase invoice;
16. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
17. fees related to third party contracts;
18. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;
19. minor imperfections or textures that meet design specifications or are considered normal by the manufacturer, that do not affect functionality of the Product including, but not limited to, lumps and bumps on the screen; or
20. cosmetic imperfections that do not affect functionality of the Product including, but not limited to, scratches and dents.

Limitations of Liability:

1. None of American Bankers, Assurant, their employees or agents are liable to You if they are unable to perform their obligations hereunder due to events they are not able to control, such as acts of God.
2. None of American Bankers, Assurant, their employees or agents are liable to You for viruses, property damage, loss of use, interruption of business, lost profits, lost data or other consequential, punitive or special damages, howsoever caused, whether for breach of warranty, contract, tort (including negligence), strict liability or otherwise.
3. Our maximum liability to You is limited to the Plan Purchase Price You paid for the Product to be repaired or replaced under this Plan.
4. Any implied warranty of merchantability and, where applicable, any implied warranty of fitness, is limited in duration to the Term of the Plan.
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, 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.assurant.ca/privacy-policy). If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, you may call Us at the number listed above.

Additional Information About the Plan:

- All Plan costs and charges, if any, are subject to applicable taxes.
- The Service Contract is between You and Assurant and the Benefits Contract is between You and American Bankers.
- In arranging the contracts described above, Geek Squad, by whom the sales associate is employed, is representing Assurant and American Bankers.
- For its role as distributor of Geek Squad Protection with Accidental Damage for wireless, Geek Squad receives a commission.

PART 2 - SERVICE CONTRACT TERMS AND CONDITIONS

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

Assistance Services:

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

Replacement Services:

Management of Product replacement services, which entails:

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

TO ARRANGE FOR SERVICE please visit geeksquad.ca/protection or call 1-800-GEEKSQUAD (1-800-433-5778). **You will be required to provide a credit card at time of arranging for Service.**

If Your Product is determined to be defective as described in Part 3 of these Terms and Conditions, You may choose one of the following options:

- **Standard Exchange:** We will supply You with a return courier package. You must ship Your defective Product in the return courier package supplied to You. Upon Our receipt of Your defective Product, Your Replacement Product will be shipped by courier to You at Your address in Canada when it becomes available to us.
- **Advance Exchange:** (*option only available for claims after 90 days from the Product and Plan purchase date indicated in Your original invoice*). Your Replacement Product and a return courier package will be shipped by courier to You at Your address in Canada when it becomes available to us. You must ship Your defective Product in the return courier package supplied to You within thirty (30) days of receiving Your Replacement Product.

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

No amount will be refunded if we do not receive Your defective Product within thirty (30) days from You receiving Your Replacement Product. Additionally, if upon Our receipt of Your defective Product any Activation Lock is still active, We will return the defective Product to You and no amount will be refunded.

Advance Exchange Limitations:

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

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.

This Plan has an aggregate **maximum of five (5) Benefit claims** during the Term of the Plan.

- **Replacement & Power Surge Benefit:** Where Your Product is determined to be defective as a result of manufacturer's defect in materials and workmanship or as a result of damage from a power surge occurring during the Term of the Plan, American Bankers will cover the cost of funding a Replacement Product which will be provided to You by Assurant.
- **Accessory Replacement Benefit:** Where an Accessory is determined to be defective, American Bankers will cover the cost of funding a replacement accessory. If a replacement accessory is not available, a new accessory of like kind and quality with comparable features and functionality will be provided.
- **Accidental Damage Benefit:** Where Your Product is determined to be defective as a result of Accidental Damage, American Bankers will cover the cost of funding a Replacement Product which will be provided to You by Assurant.

Please note: At the sole discretion of American Bankers, if it is determined that failure of Your Product is due to Accidental Damage, the service fee as described in Part 1 of these Terms and Conditions will apply.

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

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

INQUIRIES: For inquiries please go to [geeksquad.ca/protection](https://www.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.

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

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.

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

End of Terms and Conditions