



PROTECTION PD TERMS AND CONDITIONS

PART 1 - GENERAL PROVISIONS

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.
- **Effective Date** means the later of:
 1. the date You purchased the Plan; and
 2. if Your Product is delivered to You at a later date, the date Your Product is delivered to You by a Geek Squad official delivery partner.
- **Geek Squad** means Best Buy Canada Ltd.
- **Plan** means this Protection PD plan, which consists of Your original purchase invoice and these Terms and Conditions.
- **Plan Purchase Price** means the consideration paid by You for this Plan as shown on Your original purchase invoice.
- **Product** means the product You purchased from Geek Squad for which You paid the Plan Purchase Price, or its replacement under this Plan.
- **Replacement Product** means a refurbished product of like kind and quality with comparable features and functionality to the original Product, though not necessarily of the same brand or colour, not to exceed the original purchase price of Your Product. Technological advances may result in a Replacement Product with a lower retail price than the original Product.
- **Term** means the total period of coverage You purchased as indicated in Your original purchase invoice.
- **We, Us, or Our** means Assurant Services Canada Inc. who is the provider and administrator of this Plan.
- **You or Your** means the purchaser of this Plan or any permitted transferee.

Agreement

You have elected to purchase the Plan for the price of the Term and in respect of the Product purchased from Geek Squad and by purchasing this Plan, You acknowledge that You have read and that You accept these Terms and Conditions. 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 will not be affected or impaired.

Product Coverage

This Plan covers Your Product and Accessories from damage due to power surges or from manufacturer's defects in materials and workmanship not covered by the manufacturer warranty, or Your Product suffers physical damage (including screen failure) or liquid resistance failure that occur 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 cannot be used outside of Canada.

Payment Details

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

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

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

To update Your billing information, please visit geeksquad.ca/protection.

At any time during the Term of Your Plan, You may pay out the sum of the remaining monthly instalments in one single payment.

Manufacturer's Warranty

This Plan complements but does not replace the manufacturer's warranty, by providing certain additional services for the duration of the Term of the Plan. While Your Product is covered by the manufacturer's warranty, please contact the manufacturer directly for all such claims including where You have On-Site repair service. For a description of additional services, please see Part 2 of these Terms and Conditions.

Please note that services provided under this Plan prior to the expiry of the manufacturer's warranty may void the manufacturer's warranty. Please refer to the terms and conditions of Your Product's manufacturer's warranty for further details.



Customer Responsibility

Before providing Your Product for service, you must:

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

It is Your responsibility to back up the contents of Your Product, including, without limitation, its hard drive, and remove any data from parts of Your Product before repair 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. *(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 a repair service facility authorized by Us, You are responsible for properly packaging Your Product in either its original packaging or packaging affording an equal degree of protection.

Duration of Plan

The Plan begins on the Effective Date and ends on the earlier of:

- i) the date the Term of Your Plan expires; and
- ii) cancellation of the Plan as described under the section entitled "Cancellation".

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

Cancellation

At Our option, We may cancel this Plan on the basis of: (a) Your fraud or misrepresentation; (b) Your commercial or rental use of the Product (unless specifically noted as a commercial Plan on Your original purchase invoice); (c) repair or replacement of a Product not performed by a certified and qualified technician authorized by the manufacturer during the manufacturer's warranty period; (d) repair of a Product after the manufacturer's warranty period not authorized by Us; or (e) without limiting the foregoing, Your failure to comply with any of the terms and conditions set out in the present document.

You may cancel Your Plan for any reason at any time within the first thirty (30) days of purchase and receive a full refund of any payment made to this Plan. 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 and phone number. The transfer takes effect once the transferee provides the required information.

No transfer fees apply.

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

General Exclusions

The following are not covered by this Plan:

1. loss or theft;
2. exposure to weather, moisture and other environmental conditions;
3. at Our discretion, Products with mould or pest infestation;
4. negligence, misuse, abuse, vandalism, or intentional physical damage;
5. physical damage resulting from unauthorized repairs, improper installation, improper equipment modifications; or unauthorized disassembly;
6. transportation damage (except damage incurred by authorized shipment of Your Product to and from an authorized service centre);
7. pixel burnout not in accordance with the manufacturer's guidelines;
8. viruses or malware, software generated problems;
9. acts of nature or any other peril originating from outside of the Product;
10. 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;
11. software and data in the event of a power surge;
12. accessories that do not come with Your Product in the original manufacturer's package;
13. lost parts (remotes, knobs, or other similar parts) or consumable parts, including, but not limited to, light bulbs (including, but not limited to, lamps and optical units), knobs, dials, rinse aids, filter, belts, cartridges, drums, external power source batteries or portable battery chargers, and end-user replaceable print heads;
14. non-end-user replacement batteries (except for laptops, desktops, notebooks, netbooks, and tablets, which are covered);
15. end-user replaceable batteries including, but not limited to, alkaline, carbon zinc, nickel, and oxyride batteries;
16. unauthorized servicing, transportation or shipping charges;
17. Products with removed, defaced or altered serial numbers;
18. 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 You purchased a commercial Plan;
19. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort *(The foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives)*;
20. fees related to third party contracts;
21. personal items left in the Product;
22. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced; or
23. minor imperfections in units that meet design specifications or cosmetic imperfections that do not alter functionality.

Limitations of Liability

1. We are not liable to You if We are unable to perform Our obligations under this Plan due to events We are unable to control, such as acts of God.
2. We are not 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 (*the foregoing is not intended to liberate Us from the consequences of Our own acts or the acts of Our representatives*).
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.

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.

PART 2 - FEATURES OF YOUR PLAN

Following is a description of the features of Your Plan. To request services under the Plan, please refer to Part 3 – HOW TO REQUEST SERVICES for details.

Assistance Services

During the Terms of Your Plan You will have access to the following Product and Plan assistance services:

- 24-hour / 7-day per week bilingual French/English on-line and telephone support.
- Assistance with Product performance questions in order to expedite restoration of Your Product to normal operating conditions.
- Identification of and dispatch of a screened technician through Our Certified Service Network 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 repair services.
- Monitoring and enforcement of service standards to ensure quality of service by Our Certified Service Network centres and technicians.
- Managing the technical assessment of Your defective Product and coordinating the replacement of Your Product if required.

Certified Service Network: We ensure quality service delivery throughout North America with a network of certified service centres and technicians to support the Canadian marketplace, and constantly monitor the quality of service that is received by customers. Additionally, We require 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.

Product Specific Services

1. Repair for burn-in and ghost imaging;
2. pixel burnout coverage based upon manufacturer's guidelines;
3. repair of blown speaker components not due to intentional abuse or misuse for speakers covered under the Plan;
4. an allowance of up to \$300 for food spoilage per service repair for refrigerators and freezers. Food spoilage covers perishable items only and claims must be verified by an authorized service technician. You will be required to provide a copy of the invoice detailing the replacements goods;
5. a reimbursement of up to \$50 for laundry cleaning services per service repair for washers and dryers if your Product is out of service for more than seven (7) consecutive days. You will be required to submit an itemized list for each laundry reimbursement claim.

On-Site Repair Services

On-Site repair service is included for TVs larger than 27", major appliances and over-the-range microwaves.

Our certified service technician will attempt to complete repairs at Your address. You must provide a safe, non-threatening environment and Your Product must be accessible with clear and unobstructed access as determined solely by the certified service technician. If Your TV is wall mounted, You may be required to remove it from the mount. After inspection and assessment by the certified service technician, due to the nature of some repairs, We may arrange for Your Product to be transported or shipped to an authorized service centre to complete the repair. We 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. We 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, requests for services under the Plan will be processed under Global Coverage. Please refer to the section entitled "Global Coverage" for details.

Product Repair Services

- **Mechanical Breakdown with Power Surge Protection:** If Your Product suffers mechanical breakdown as a result of manufacturer's defects in materials and workmanship not covered by the manufacturer's warranty or suffers damage from a power surge occurring during the Term of the Plan, We will repair Your Product through Our Certified Service Network in order to restore Your Product to normal operating condition. Repairs include labour and replacement parts costs. Repairs due to power surge will be provided from the Effective Date.

If during a service request, We determine that failure of Your Product is due to physical damage, Your service request will be processed under the Physical Damage Repairs section below and may be subject to a service fee.

- **Physical Damage Repairs (and applicable service fees):** If Your Product suffers physical damage (including screen failure) or liquid resistance failure, occurring during the Term of the Plan, We will repair Your Product in order to restore it to normal operating conditions. A service fee will apply as follows:

Product Type	Retail Price of Product	Service Fee
Televisions	Up to \$ 2,000	\$ 200
	\$ 2,001 and over	\$ 400

A maximum of **two (2)** repair services or, if repair is not possible, one (1) replacement service are permitted during the Term of Your Plan.

At Our option, as opposed to repairing Your Product, We may choose to replace it with a Replacement Product, not to exceed the original purchase price of Your Product.

Replacement parts may be restricted to refurbished or non-original manufacturer's parts that perform to the manufacturer's specifications.

Replacement Policy

If a repair through Our Certified Service Network takes longer than twenty (20) business days to complete, We will replace your Product with a Replacement Product, 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.

This service 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 Policy

During the Term of the Plan, if Your Product is repaired three times through Our Certified Service Network due to mechanical breakdown or damage due to power surge, and the same repaired Product then requires a fourth repair, as diagnosed by an authorized technician, We will replace it with a Replacement Product, not to exceed the original purchase price of Your Product. **You must return the damaged Product and purchase invoices along with the authorized repair service centre invoices from the three prior separate repair service incidents in order to be eligible for a replacement under Our No Lemon Policy.** One service request number, requiring functional part(s) repair/replacement is the equivalent of one repair.

No Lemon Policy 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.

Global Coverage

If You require Global Coverage and have obtained a repair authorization number from Us prior to repair work being done, You will be reimbursed for any authorized charges paid by You to the service provider.

Global Coverage does not include On-Site Repair Service, No Lemon Policy, Replacement Service, or repairs required due to physical damage (including screen failure) or liquid resistance failure.

Workmanship Guarantee

The quality of workmanship by repair technicians under Our 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.

PART 3 - HOW TO REQUEST SERVICES

TO REQUEST SERVICES: You may visit [geeksquad.ca/protection](https://www.geeksquad.ca/protection) where You can register Your Plan, file a service request, 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 2, 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.

Global Coverage: Global coverage is available on a limited basis. Please visit [geeksquad.ca/protection](https://www.geeksquad.ca/protection) to download a Global Coverage Claim Form and to obtain instructions on how to make a claim.

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.

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 PROVIDED OR ADMINISTERED BY ASSURANT SERVICES CANADA INC. THE PROGRAM MAY BE AMENDED OR DISCONTINUED AT ANY TIME.

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