

GEEK SQUAD MAX MOBILE

Insurance and tech support



From Best Buy



The world's leading technology store

WHAT'S INSIDE?

This booklet contains all the details of our Geek Squad Max Mobile service plan – but if you'd like to talk to someone directly, just ask in-store or contact our UK call centre on **0800 458 6119**.

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WELCOME TO GEEK SQUAD

When you get a new mobile, you want to get the most from everything it provides. With Geek Squad you get support in-store, by phone or online 24/7, as well as insurance cover. We can customise your new phone just the way you want it, help you with any technical issues – and even replace it if it gets stolen.

Geek Squad provides your tech support and Aviva provides your insurance cover. Whether you need technical help or have queries about your cover, just contact our UK call centre on **0800 458 6119**.

GEEK SQUAD – A LITTLE BIT ABOUT US

1994: Humble beginnings

Geek Squad is born in Minneapolis, USA. Well, strictly, it was just one guy called Robert, a bicycle, a laptop bag and \$200. Within the first year, mode of transport is upgraded to an old banger.



1997: Official uniform introduced

Not merely smart when it comes to fixing technology – we're now looking smart too, with the introduction of the first Geek Squad uniform.



2006: USA covered

Geek Squad tech support is now available nationwide. Not only do we have 15,000 Geek Squad Agents, we're also ready and waiting to help in every Best Buy store.



2007: Hello UK

We arrive in Britain to provide tech help. Thanks to our link with Carphone Warehouse, Geek Squad Agents can be found in-store on most UK High Streets, or online and via our freephone UK call centre.

Carphone Warehouse

2010: Best Buy launches in UK

At last Best Buy comes to the UK in partnership with Carphone Warehouse. Geek Squad can also be found in all Best Buy stores in the UK – find them at bestbuy.co.uk/stores



2011: Geek Squad advance into Europe

In partnership with Phone House, Geek Squad help is now at hand in-stores in Ireland, Spain, France, Holland and Germany – to name a few. And we plan to expand year on year.

Phone House

ABOUT GEEK SQUAD MAX MOBILE

A great service plan for your mobile

Your new mobile will probably operate trouble-free for years but for the times when it doesn't, there's Geek Squad Max Mobile cover. You have 30 days from purchasing your new phone to be eligible for Geek Squad Max Mobile.

Insurance

Theft – If your mobile is stolen we'll provide a replacement.

Accidental damage – Sometimes things are dropped, or they fall over and break. Don't worry, we cover these kinds of accidents. If we can't repair it, we'll replace it.

Loss – We'll cover you for loss of your mobile.

Breakdown – If your mobile develops a mechanical or electrical fault after your manufacturer's warranty expires, we'll repair it. If we can't repair it, we'll replace it.

Family and friends cover – Our insurance covers anyone authorised to use your mobile.

Loan mobile – We will lend you a mobile during insurance repairs (subject to availability).

Worldwide cover – Overseas insurance for up to 60 days after you leave the UK. Once you're home we'll repair or replace it.

Unauthorised use – If your mobile is lost or stolen, we'll cover unauthorised use up to a value of £10,000 (provided you are on a pay monthly minimum term contract).

Accessories cover – Up to £300 cover on any accessories bought from Best Buy for use with your mobile.

Replacement promise – If your mobile is still not working after we've made two repair attempts, we promise to replace it.

Fighting Fraud

We'll do our best to manage any claim you make as quickly as possible. To keep the cost of our premiums down and continue to offer you peace of mind at the best price, we make thorough checks on all our claims. For full information on making a claim and our claims process, please see our terms and conditions on page 14, visit our website or call us on **0800 458 6119**.

Exclusions apply to all cover, for full insurance terms and conditions see pages 12-16.

Tech Support

Whether you have a problem or a question day or night, just call a Geek Squad Agent on **0800 458 6119** and you'll get all the help you need.

Set-up – Setting up email, contacts, calendar and voice control on your mobile.

Syncing – Getting connected to wireless networks or syncing your mobile with a computer.

Advice and support – Helping you with software, apps and any technical problems you may encounter.

Data transfer – Transferring your contacts or data from another device to your mobile.

Smartphones – Taking you through all your different Smartphone functions, such as how to record and edit videos, download apps, take photos and upload them to your other devices.

For full details, please refer to our technical support terms and conditions on pages 17-18.



IMPORTANT SERVICE PLAN INFORMATION

Knowing it's covered

Think your new mobile might be covered by your home contents policy or bank current account? It could be, but are you covered enough? Take a look at the table to your right and you might be surprised. It's based on information from an independent research company who compared our insurance to home insurance policies and bank account packages.

What's not covered?

It's important you understand what's not covered in our plan. This includes:

- > The excess you need to pay towards any claim (except for mechanical breakdown), as shown on page 8 within the cost table.
 - > Claims for unauthorised use on pay-as-you-go tariffs.
 - > Claims for theft or loss unless you;
 1. Notify your network provider within 24 hours of discovering the theft or loss to bar your service line.
 2. Tell the police or other relevant authority within 48 hours of discovering the incident and get a crime/loss reference number.
 - > Claims if your mobile is left unattended in a public place or an unattended vehicle (other than from a locked and concealed boot/ concealed luggage compartment or closed glove compartment of a securely locked vehicle) which has been broken into by using force and violence.
 - > Claims outside the UK if you are abroad for a period of more than 60 consecutive days.
 - > Your mobile accessories, unless they were purchased from Best Buy and were lost, stolen or damaged at the same time as your mobile.
 - > Anything covered under the manufacturer's warranty.
 - > Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature.
 - > Malicious damage to your product.
 - > Loss of stored information such as music, video, or other data.
- Please remember:**
If you change your mobile phone, please let us know by calling **0800 458 6119** or emailing us via **bestbuy.co.uk/contactus**

PRODUCT GUIDE		WHAT WE COVER	ARE YOU ALREADY COVERED?	
FEATURES & BENEFITS		Max Mobile	Standard home contents policies (when outside)	Premium bank accounts with monthly fee
INSURANCE	Theft – Cover if your mobile is stolen	✓	✗	✓
	Accidental damage cover	✓	✗	✓
	Loss – Cover if you lose your mobile	✓	✗	✓
	Breakdown – For mechanical and electrical faults no longer covered by the manufacturers warranty	✓	✗	✓
	Accessories cover – On accessories bought from Best Buy for use with your mobile	£300	✗	✓
	Worldwide cover – For up to 60 days after you leave the UK	✓	✗	✓
	Unauthorised use cover – Against mobile use without permission in the event of loss or theft	£10,000*	✗	✓
	Family and friends – Cover for anyone who is authorised to use your mobile	✓	✗	SOME
TECH SUPPORT	24/7 Tech support – Expert assistance and advice over the phone to help you enjoy your mobile to the full, including • Set-up, Customisation and Sync • Consultation • Data Management	✓	✗	✗
	Remote Assistance – we can remotely link to your smartphone or WIFI enabled phone and help you	✓	✗	✗
	Loan mobile – during insurance repairs (subject to availability)	✓	✗	✗

KEY: ✓ = COVERED ✗ = NOT COVERED SOME = YOU MAY ALREADY BE COVERED

Geek Squad have used research conducted by an independent research agency in March 2011 as a comparison against their products. An independent research agency compared Geek Squad products against eight leading home contents insurers offering standard home contents policies with no additional personal possession cover. Geek Squad's products were also compared against all the relevant insurance products offered by six leading banks offering premium bank accounts with monthly fees that include mobile phone insurance. **All insurance policies are different, please be sure to check your existing cover. If you cancel this plan within 14 days of purchase you will not be charged any premium.** *Pay Monthly minimum term contracts only.

WHAT'S THE COST?

It could be less than you think

The price of Geek Squad Max Mobile varies depending on risk factors such as what it would cost to replace your mobile. Pricing is divided into bands:

BAND	SIM FREE PRICE	MONTHLY PREMIUM	ANNUAL PREMIUM	EXCESS
1	£99.99 or less	£3.99	£34.99	£10
2	£100.00 - £159.99	£6.99	£61.99	£20
3	£160.00 - £199.99	£7.99	£70.99	£30
4	£200.00 - £279.99	£8.99	£79.99	£40
5	£280.00 - £449.99	£11.99	£106.99	£50
6	£450.00 - £999.99	£13.99	£124.99	£60

Premiums include Insurance Premium Tax (IPT) at the applicable rate.

You can choose to pay monthly premiums by Direct Debit or make a single payment up-front for a full year. Refer to your Acceptance Form for more information on Direct Debits.

KEY FEATURES OF INSURANCE COVER

For full terms and conditions, please see pages 12-18 of this booklet

Name of insurer

Aviva Insurance Limited underwrites your insurance policy. When you take out your service plan, you enter into two agreements – one with Aviva Insurance Limited in respect of your insurance policy, the other with Best Buy in respect of your Geek Squad Technology Support. Best Buy and Geek Squad are both trading divisions of The Carphone Warehouse Limited. Both agreements are covered by your premium and run in parallel with one another. When one agreement ends, the other must also end. This section talks about your insurance policy.

What happens next?

You are covered from the moment you sign up. You will receive your welcome pack, including your insurance certificate, in the post in the next couple of weeks.

Period of cover

Your period of cover for breakdown starts from the date the manufacturer's warranty expires.

Your period of cover for accidental damage, theft and loss starts from the date this policy is purchased.

You may choose to pay either annual or monthly premiums during the period of insurance.

If you pay your premium annually, cover continues for a period of 12 months from the date this policy was purchased. You will have the option to renew your policy on each anniversary of the date this policy was purchased, subject to a maximum term of five years, after which your cover will cease.

If you pay monthly premiums, you will be provided with one month's cover for each monthly premium paid and cover will continue on a month-by-month basis, subject to a maximum term of five years from the date this policy was purchased after which your cover will cease.

Upon replacement of your product as per the Replacement Product section (clause 10, page 14), cover continues on the same basis as prior to replacement.

ANY QUESTIONS? Just call 0800 458 6119

KEY FEATURES OF INSURANCE COVER

continued

Making a claim

For all claims you can contact us in one of three ways:

- Visit any Best Buy store in the UK
- Visit bestbuy.co.uk/contactus
- Call **0800 458 6119**

1. For loss or theft, you must report it to:
 - your network provider within 24 hours of discovering the loss or theft;
 - the police within 48 hours of discovering the loss or theft;
 - us, providing us with the loss/crime reference number
2. You must let us know within 60 days of discovering the incident.
3. You will need to provide your name, address, date of birth and the policy number shown on your certificate.

For full details on making a claim, see pages 14-15.

Cancelling your policy

You have the right to cancel your policy within 14 days of the later of purchasing your policy and receiving all your policy documents. If you

cancel your policy in this period you will be entitled to a full refund of the premium paid provided there has been no claim or incident likely to give rise to a claim.

You can still cancel your policy after the 14 day cooling off period. If you pay annual premiums you will be entitled to a pro-rata refund of the premium paid, calculated on the whole number of unexpired months remaining on the policy. If you pay monthly premiums you will not be entitled to any refund.

For full details on cancelling your policy, see page 15.

Making a complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, telephone us on **0800 458 6119**. If you have complained to us and you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service.

Following the complaints procedure does not affect your right to take legal action.

For full details on our complaints procedure, see page 16.

Changes to this agreement

During your period of cover, we may make changes to your premium, policy cover or terms and conditions of insurance. If we decide to make such a change, we will always write to you 30 days in advance. For full details, including reasons why we may make a change, see page 15.

Contacting Geek Squad

If you have any questions or would like to contact us to make a claim, complaint or to cancel your policy, please call **0800 458 6119** or visit bestbuy.co.uk/geeksquad

Large print, audio and Braille

This service plan and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please call **0800 380 0000**.*

Financial Services Compensation Scheme

Aviva are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if Aviva cannot meet their obligations, depending on the type of insurance and the circumstances of your claim.

For full details on FSCS, see page 16.



*Calls may be monitored and/or recorded. Calls charged at no more than 5p/min from a BT landline, charges from other networks may vary and calls from mobiles may cost significantly more. Lines are open Monday to Friday 8am–9pm, Saturdays 9am–9pm and Sundays 8am–6pm.

Where cancellation periods shown in the Insurance terms and conditions differ from the cancellation period shown in the Technical support terms and conditions contained here, the longer period of cancellation shall apply.

Insurance terms and conditions

Note: Whenever words or phrases appear in **bold** in this policy, they shall have the meanings assigned to them in the Definitions section.

We, Aviva Insurance Limited (**Aviva**), underwrite this **policy**. **Best Buy** has chosen us to provide **you** with an insurance **policy** covering **breakdown** and **accidental damage, theft** and **loss**. If you have any questions about your **policy**, please call Geek Squad on 0800 458 6119.

Eligibility

In order to be eligible for **Geek Squad Max Mobile** Insurance, **you** must:

- (i) be resident in the United Kingdom;
- (ii) be aged 16 years or over; and
- (iii) have purchased **your product** from **Best Buy**.

The Contract of Insurance

This document sets out the terms and conditions of **your policy**. **You** must read this document, the information **you** have provided and **your certificate** together. These documents form the contract of insurance between **you** and **us**. In return for **your premiums**, **we** will provide the cover shown on **your certificate** during the period of insurance.

Choice of Law

The law of England and Wales will apply to the contract unless:

- (i) **you** and **we** agree otherwise; or
- (ii) at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of the agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

DEFINITIONS

Accessory

Any additional product purchased from **Best Buy** to be used specifically with **your product**;

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force;

Agreement

This document, setting out the terms and conditions governing **your policy**;

Best Buy

A trading division of The Carphone Warehouse Limited (CPW) which is a company registered in England and Wales under number 2142673 with registered office at 1 Portal Way, London W3 6RS;

Breakdown

If **you** insured **product** fails to operate due to an electrical or mechanical fault;

Certificate

The insurance **certificate** issued by **Best Buy** on behalf of **us** which forms part of **your policy**;

Claim

Any **claim** **you** make under **your policy**;

Excess

The amount that **you** have to pay towards **your accidental damage, theft** or **loss claim**, as shown on **your certificate**;

PAYM (Pay monthly minimum term network contracts)

A **product** purchased or otherwise obtained in conjunction with a contract with a **network provider** requiring **you** to pay a fixed amount of line rental every month;

Loss or Lost

The accidental **loss** of the **product** by **you** or someone **you** have authorised to use the **product**;

Network Provider

The company to which **your product** is connected, and that **you** pay for network services;

Other Relevant Authority

Any authority with the jurisdiction to handle reports of **lost** or **stolen** property where the police do not have jurisdiction;

Policy

The **Geek Squad Max Mobile** insurance to which **you** subscribe, which is set out on **your certificate** and which is governed by the terms of this **agreement**;

Premium(s)

The sum(s) payable by **you** for the cover provided under **your policy** as set out in the **certificate**;

Product

The purchased item covered by **your policy** as described on **your certificate**, together with any standard **accessories** which are supplied along with the purchased item by the manufacturer;

Theft or Stolen

Instances where someone unlawfully takes **your product** from **you** or from any other **person** known to **you** and who is using and/or storing the **product** with **your** permission;

Terrorism

Any act or acts including but not limited to:

- (i) the use or threat of force and/or violence, and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means,

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or claimed to be caused or occasioned in whole or in part for such purposes.

Territorial Limits

The United Kingdom, including the Isle of Man and the Channel Islands;

Unattended

Instances where the **product** has been left unsecured outside **your** view or the view of any other **person** known to **you** and who is authorised by **you** to use the **product**;

Unauthorised Use (Geek Squad Max Mobile PAYM customers only)

Calls, data downloads, emails, internet usage, MMS messages and SMS messages made or sent by someone **you** have not authorised to use the **product**;

You, Your

The **person** whose name appears on the **certificate**;

War

Any war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

We, Us, Our, Aviva

Aviva Insurance Limited, a company registered in Scotland under number 2116 with registered office at Pitheavlis, Perth PH2 0NH, who underwrite this **policy**, and any agent **we** appoint. **Aviva** is authorised and regulated by the Financial Services Authority.

COVER SECTION

1. Period of Cover

1.1. **Your** period of cover for **breakdown** starts from the date the manufacturer's warranty expires. **Your** period of cover for **accidental damage, theft** and **loss** starts from the date this **policy** is purchased.

1.2. **You** may choose to pay either annual or monthly **premiums** during the period of insurance.

1.3. If you pay your premium annually, cover continues for a period of 12 months from the date this policy was purchased. You will have the option to renew your policy on each anniversary of the date this policy was purchased, subject to a maximum term of five years, after which your cover will cease.

1.4. If you pay monthly premiums, you will be provided with one month's cover for each monthly premium paid and cover will continue on a month-by-month basis, subject to a maximum term of five years from the date this policy was purchased after which your cover will cease.

1.5. Upon replacement of your product as per the Replacement Product section, cover continues on the same basis as prior to replacement.

2. Breakdown

2.1. What is covered

2.1.1. Your policy provides cover for breakdown of your product in and away from your home anywhere in the world, subject to the provisions below and in the Worldwide Cover section. Where breakdown is covered, we may repair your product. Where we are unable to repair your product, or where it is not cost effective for us to do so, we will offer you either a replacement product or other settlement. Please read the Replacement Product section for full details.

2.2. What is not covered

2.2.1. This policy does not cover breakdown due to:

- (i) failure to follow the manufacturer's instructions and/or installation guide;
- (ii) any external cause such as software virus, software or accessories which are not approved by the manufacturer or faults in any external electrical supply/ connection;
- (iii) mishandling, abuse, neglect, violence toward or vandalism of the insured product or any breakdown arising from any of the above or from your reckless or negligent failure or action.

3. Accidental Damage

3.1. What is covered

3.1.1. Your policy provides cover for accidental damage to your product in and away from your home anywhere in the world, subject to the provisions below and in the Worldwide Cover section. Where accidental damage is covered, we may repair your product. Where we are unable to repair your product, or where it is not cost effective for us to do so, we will offer you a replacement product or other settlement. Please read the Replacement Product section for full details.

3.2. What is not covered

3.2.1. Damage

- (i) caused intentionally by you or anyone who has permission to use your product; or
- (ii) caused by general wear and tear, scratching, or any other type of damage, that does not affect how the product works; or
- (iii) caused by or through misuse or failure to follow the manufacturer's instructions; or
- (iv) caused by changes you have made to the product through maintenance, repairs and/or any process of cleaning and/or restoring; or
- (v) which occurs whilst your product is left unattended in a public place, or a place which is easily accessible by people you do not know; or
- (vi) resulting from your product having been given to a person you do not know; or
- (vii) resulting from your product having been left in the possession or control of a person you do not know; or
- (viii) resulting from your product being left on the roof, bonnet, boot or other exterior part of any motor vehicle.

3.2.2. The excess, as shown on your certificate, which applies to each accidental damage claim that you make.

4. Theft or Loss

4.1. What is covered

4.1.1. Your policy provides cover for theft and loss of your product in and away from your home, anywhere in the world, subject to the provisions below and in the Worldwide Cover section.

4.1.2. Where theft or loss is covered, we will offer you a replacement product or other settlement. Please read the Replacement Product section for full details.

4.2. What is not covered

4.2.1. Theft or loss of your product if it is stolen or lost:

- (i) from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence); or
- (ii) whilst left unattended in a public place, or a place which is easily accessible by people you do not know; or
- (iii) whilst left unattended in any other place, unless (a) the place is properly secured; and (b) despite the place being so secured, the product is stolen by a person who has entered that place unlawfully; or
- (iv) having been given to a person you do not know; or
- (v) having been left in the possession or control of a person you do not know; or
- (vi) as a result of the product being left on the roof, bonnet, boot or other exterior part of any motor vehicle.

4.2.2. The excess, as shown on your certificate, which applies to each theft or loss claim that you make.

5. Accessory Cover

5.1. What is covered

5.1.1. If we replace your product, we will also replace any accessories purchased from Best Buy subject to the limits below, if they suffer breakdown or were accidentally damaged, lost or stolen at the same time as your product and you can supply us with the applicable receipts.

5.1.2. If we replace your product with a different make or model and this means that you can no longer use your own accessories, we will replace them with new accessories, subject to the limits below.

5.1.3. The value of the replacement accessories will not exceed the lower of:

- (i) the retail price of your accessories which applies at the time of your claim, and
- (ii) £300

5.2. What is not covered

5.2.1. Accessories:

- (i) not purchased from Best Buy; or
- (ii) which suffer breakdown where the product they are used with does not suffer breakdown; or
- (iii) accidentally damaged where the product they are used with is not accidentally damaged; or
- (iv) lost where the product they are used with is not lost; or
- (v) stolen, where the product they are used with is not stolen; or
- (vi) which suffer breakdown, where such breakdown is caused by the use of that accessory together with the product and where the accessory is not approved by the manufacturer of the product; or
- (vii) accidentally damaged, where such damage is caused by the use of that accessory together with the product and where the accessory is not approved by the manufacturer of the product.

6. Unauthorised Use (PAYM customers only)

6.1. What is covered

6.1.1. If your product is reported as lost or stolen, we will cover the costs of any unauthorised use subject to a limit of £10,000, where this amount includes any taxes or charges made by your network provider. You must provide us with an itemised bill from your network provider which clearly shows the unauthorised use and the costs incurred. We may also request previous itemised bills from you. You must send us any bills we request within 60 days of discovering that your product has been lost or stolen.

6.2. What is not covered

6.2.1. Costs incurred by you due to unauthorised use which do not appear on a bill from your network provider.

7. Worldwide Cover

7.1. What is covered

7.1.1. You benefit from the same level of cover whether you are inside or outside of the territorial limits, subject to the provisions below.

7.2. What is not covered

7.2.1. Accidental damage, theft or loss occurring outside of the territorial limits where such accidental damage, theft or loss occurs where you have been outside of the territorial limits for more than 60 consecutive days.

8. Loan Mobile

8.1. If your product is damaged and we need to assess or repair it, Best Buy may lend you a mobile phone for you to use (subject to stock and availability) until they have finished the assessment and/or repair. The loan mobile may

be a different make or model from **your** original mobile and may not include the same features and functions. **Best Buy** will own the loan mobile while **you** are using it, and **you** must return it to **Best Buy** in good condition at the earlier of (i) within seven days of them telling **you** that **you** can collect **your** original or replacement mobile; or (ii) at the time when **you** collect **your** original or replacement mobile. The loan mobile will be covered by the same **Geek Squad Max Mobile policy** as **your** product and **you** will be liable for any **theft, loss or damage** not covered by the **policy** while it is loaned to **you**.

8.2. **You** may have to pay a deposit to **Best Buy** for any such loan mobile. If **you** fail to return the loan mobile within the seven day period, **Best Buy** may:

8.2.1. keep **your** deposit;

8.2.2. charge **you** the SIM free price for that mobile as displayed by **Best Buy** at the time of the **claim** for the mobile less any deposit paid. This will be to a maximum of £200; or

8.2.3. sell **your** original **product** to recoup the value of the loan mobile. **Best Buy** may only do so after giving **you** written notice that it intends to do so. If it does sell **your product** and the proceeds of the sale are greater than the amounts **you** owe **Best Buy**, **Best Buy** will pay **you** any remaining amount after taking off the cost of selling **your product**.

9. Replacement Promise

9.1. What is covered

9.1.1. Where two service repairs have been completed under this plan by **Best Buy** and the **product** then requires further repair, **we** will replace it with a comparable product as per the Replacement Product section.

9.2. What is not covered

9.2.1. Preventative maintenance checks, consumer requested alignments, bulb replacements, cleaning, product diagnosis, customer education, troubleshooting/telephone diagnosis, **accessory** repairs/replacements, headphone or ear phone problems, software related problems, "no fault found" diagnosis and repairs done outside the United Kingdom are not considered repairs for the purposes of our "Replacement Promise".

10. Replacement Product

10.1. If **we** replace **your product**, **we** will use reasonable efforts to replace it with the same make and model as **your** original **product**. However, where this is not possible **we** may, at **our** sole discretion, and as further outlined in the Claims section:

10.1.1. provide an alternative replacement product which will not be of a lesser specification but which may,

- (i) be a different model; or
- (ii) be made by a different manufacturer; or
- (iii) vary slightly in features and functions; or

10.1.2. offer **you** a settlement in the form of a gift card or cash for an amount not exceeding the retail price of **your product** which applies at the time of **your claim**.

10.2. Any replacement product will come from stock **we** have available, which may be refurbished.

10.3. If **we** settle **your claim** and replace **your product**, the original **product** will become **our** property and where a **stolen product** is subsequently recovered, that recovered **product** must be returned to **us**.

10.4. If **you** pay **your premium** up-front, upon replacement of **your product**, **you** will be entitled to a pro-rata refund of the **premium** paid, calculated on the whole number of unexpired months remaining on the **policy** and **your** cover will cease.

10.5. If **you** pay monthly **premiums**, upon replacement of **your product**, **you** will not be entitled to any refund and **your** cover will cease.

11. General Exclusions

This **policy** does not cover **you** for the following:

11.1. Any **product**, including any **product** to which **you** upgrade, other than the **product** described on **your certificate**;

11.2. Any standard accessories supplied in the box with the **product** by the manufacturer, unless these accessories suffer **breakdown** or are **lost, accidentally damaged** or **stolen** at the same time as **your product**;

11.3. Anything covered under the manufacturer's warranty;

11.4. Replacement covered by a manufacturer's recall of the **product**;

11.5. Malicious damage to **your product**;

11.6. Any instance where **you** are not a resident of the United Kingdom at the time that the **breakdown, accidental damage, theft** or **loss** occurred;

11.7. Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature;

11.8. Cleaning, servicing, inspection or any adjustments of the **product**, intended by the manufacturer to be routinely carried out by **you** or

anyone else and specified as being such in the manufacturer's instructions and/or installation guide;

11.9. Repairing cosmetic damage where the function of the **product** is unaffected including, but not limited to, dents, scratches, discolouration, colour of casings and rust;

11.10. Any **loss** arising as a result of being unable to use the **product** or any **loss** that is not the direct result of the insured incident itself;

11.11. If the **product** is modified in any way or repaired by someone other than the manufacturer, **Best Buy** or one of their authorised repair agents;

11.12. **Loss** of stored information, including (but not limited to) any data, downloads, videos, music and applications;

11.13. Any cost relating to the recompilation and/or re-installation and/or retrieval of data;

11.14. Breakdown or damage caused by non-hardware problems, including but not limited to software problems, data downloads, viruses, worms, spyware, adware or Trojan Horses;

11.15. **Loss** or **accidental damage** caused by any government or public authority confiscating **your product**;

11.16. **Breakdown, accidental damage, theft** or **loss** of battery chargers or batteries unless they suffered **breakdown**, were **accidentally damaged, stolen** or **lost** at the same time as **your product**;

11.17. Damage caused by chewing, scratching, tearing or fouling by animals or insects;

11.18. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- (i) **war**;
- (ii) **terrorism**; and/or
- (iii) any action taken in controlling, preventing, suppressing or in any way relating to **war** or **terrorism**.

GENERAL CONDITIONS

12. Rights and Duties

12.1. The **policy** is not transferable to any other **person**.

12.2. The **policy** is not transferable to any other **product**, unless the **product** is replaced under either the manufacturer's warranty or a successful **claim** on this **policy**.

12.3. If **we** have reasonable grounds to believe that **you** have provided **us** with false information the insurance will become void.

12.4. **We** must both adhere to the terms of the **policy**. If **you** do not adhere to the terms of the **policy** **you** may not be covered.

12.5. **You** must take reasonable care to protect **your product** and its accessories from being **accidentally damaged, stolen** or **lost**.

12.6. **You** must use and maintain **your product** and accessories in line with the manufacturer's instructions.

12.7. **You** must tell **us** about any changes that may affect the use of **your product** including (1) any **network provider** changes and (2) any changes or replacements resulting from a manufacturer's warranty claim. **You** must also notify **us** of (3) any upgrades, so that **we** can provide **you** with appropriate cover. **We** will continue to cover the **product** described on **your certificate** until **you** cancel **your policy**.

12.8. If **you** cancel **your** **airtime** contract, **your policy** will not cancel automatically. **We** will continue to cover the **product** described on **your certificate** until **you** cancel **your policy**.

12.9. **You** must pay **your premiums** as and when they become due.

12.10. **You** must adhere to the requirements in the Claims section in respect of how to make a **claim**.

13. Claims

13.1. Making a claim

13.1.1. If **your product** has been **lost** or **stolen**, **you** must report it to the police or **other relevant authority** within 48 hours of discovering such **loss** or **theft** and get a **loss/crime** reference number. **You** may be required to provide that reference number to substantiate **your claim**. If the police force **you** use doesn't issue **loss/crime** reference numbers, please call **us** on **0800 458 6119**.

13.1.2. If **your product** has been **lost** or **stolen**, **you** must report it to the **network provider** within 24 hours of discovering such **loss** or **theft** and arrange for the line to be barred.

13.1.3. **You** may be required to bring **your product** to a **Best Buy** store so that **accidental damage** or a **breakdown** can be assessed and, where appropriate, repair or replacement can be arranged.

13.1.4. **You** must make the **claim** within 60 days of discovering the **accidental damage, breakdown, loss, or theft**.

13.1.5. To submit **your claim**, call into any **Best Buy** store, visit www.bestbuy.co.uk/contactus or call **0800 458 6119**. **You** will need to provide **your name**, address, date of birth and the **policy** number shown on **your certificate**.

13.2. Handling claims

13.2.1. In handling **your claim**, **we** may take action in **your** name to recover from anyone else any payment **we** have made, the cost of any calls **we** have made, and/or the cost of any temporary or permanent replacement **product** or repair provided under this **policy**. **We** will pay the cost of taking this action.

13.2.2. **You** will also be required to provide such information, documents or receipts reasonably necessary to support and/or verify **your claim**.

13.2.3. **You** may be required to provide information in writing and/or through a telephone interview with a claims investigator.

13.2.4. **We** may, at **our** sole discretion, settle **claims** by:

- (i) instructing **Best Buy** or another agent to provide **you** with repairs or a replacement for the **product**; or
- (ii) providing **you** with a gift card to spend with **Best Buy** up to the current retail value of your **product**; or
- (iii) paying **you** directly.

14. Fraud

14.1. If **we** have reasonable grounds to believe that **your claim** is in any way dishonest or exaggerated **we** will not pay any benefit under this **policy** or return **premiums** to **you**. **We** may also take legal action against **you**.

15. Cancellation

15.1. Cancellation of Your Policy by You

15.1.1. **You** have the right to cancel **your policy** within 14 days of the later of purchasing the **policy** and receiving all **your policy** documents. If **you** cancel **your policy** in accordance with this clause, **you** will be entitled to a full refund of the **premium** paid provided there has been no **claim** or incident likely to give rise to a **claim**.

15.1.2. **You** can still cancel **your policy** after the cancellation period outlined above. In this instance, if **you** pay **your premium** annually, **you** will be entitled to a pro rata refund of the **premium** paid, calculated on the whole number of unexpired months remaining on the **policy**. If **you** pay monthly **premiums**, **you** will not be entitled to any refund.

15.1.3. If **you** cancel **your policy** and pay **premiums** by Direct Debit **you** will need to notify **your bank** to cancel this instruction.

15.1.4. **You** can cancel **your policy** by writing to **us** care of Geek Squad, PO Box 361, Southampton SO30 2LX or by calling **0800 458 6119** and notifying **us** of **your** wish to cancel.

15.2. Cancellation of Your Policy by Us

15.2.1. **You** must pay **your premiums** on time. Where a **premium** is not paid on time, **we** will notify **you** of that failure and the cover under this **policy** will cease immediately from the time the payment was due. Where **you** pay **your premiums** by Direct Debit, **we** will attempt to take payment again 14 days from the date **your premium** was due.

- (i) Where such Direct Debit succeeds or **you** have otherwise made payment of **your** full outstanding **premium(s)** within such a 14 day period, **your** cover under this **policy** will automatically resume and **your premiums** should continue to be paid, without the need for **us** to give notice to **you**.
- (ii) Where such Direct Debit fails or **you** have otherwise failed to make payment of **your** full outstanding **premium(s)** within such a 14 day period, **your policy** will be automatically cancelled, without the need for **us** to give notice to **you**. At **our** discretion, **we** may allow this **policy** to resume (in which case the **premiums** should continue to be paid) where payment has been made after such a 14 day period, but **we** are under no obligation to do so. If **we** elect not to let **your policy** resume where payment has been made after the 14 day period, **we** will refund that payment only to **you**.

15.2.2. **We** may cancel this **policy** if **you** give or use false information or withhold relevant information in **your** application for this **policy**. If **you** give **us** any false information, or **claim** dishonestly in any way, **you** will lose all entitlements and benefits under this **policy**. **We** will also immediately end this **policy** if **you** use **your product** to commit a crime or to allow any crime to take place.

15.2.3. While the **policy** is in force, **you** must tell **us** any fact relating to **your** circumstances or to changes in those circumstances, which might be relevant to this **policy**.

15.2.4. **Your** cover for **your product** under this **policy** will end immediately if any of the following conditions apply:

- (i) **you** sell, transfer ownership or give away **your product** to someone else;
- (ii) **you** modify **your product** in any way which could reasonably be interpreted as affecting its function, other than a modification as a result of a successful **claim** on this **policy** or manufacturer's warranty **claim** where **Best Buy** is notified and approves the changes; and/or
- (iii) **you** exchange **your product** for any reason, other than as a result of a successful **claim** on this **policy** or manufacturer's warranty **claim** where **Best Buy** is notified and approves the exchange.

15.2.5. **We** may cancel this **policy** at any time by giving **you** at least 30 days' written notice.

15.2.6. If **we** cancel **your policy** and **you** pay **your premium** annually **you** will be entitled to a pro-rata refund of the **premium** paid, calculated on the whole number of unexpired months remaining on the **policy**, unless

- (i) **we** have not received **your** annual **premium** or
- (ii) **you** have given false information or withheld relevant information.

15.2.7. If **we** cancel **your policy** and if **you** pay monthly **premiums**, **you** will not be entitled to any refund.

GENERAL INFORMATION

16. Communication

16.1. If **we** need to send **you** notices or if **you** need to send **us** notices, other than as detailed in the Cancellation and Complaints sections, these notices must be in writing and can be delivered by hand, by email or first-class post to the other's address, as shown on the certificate. Notice by email given from **us** to **you** will be done via the email address **you** give **us** from time to time. Notice by email from **you** to **us** must be sent via www.bestbuy.co.uk/contactus.

16.2. Notices sent by first-class post will be considered to have arrived at their destination 48 hours after they are posted. Notices delivered by hand or email shall be deemed to have been delivered the day after the day on which the notice is sent. Notice given by telephone (which shall only be accepted in respect of notices given under the Cancellation and Complaints sections) shall be deemed to have been delivered during the course of the telephone call.

17. Changes to this Agreement

17.1. If **you** have paid **premium** for a full year in advance then **we** may propose changes to **your policy** at the time of renewal of **your policy**, including changes to **your premium** and/or **policy** cover and/or terms and conditions of insurance.

17.2. If **you** pay monthly **premiums**, **we** may after taking a fair and reasonable view and no more than once in any six month period, make changes to **your premiums** and/or **policy** cover and/or terms and conditions of insurance, to reflect changes in **our** expectations of the future cost of providing cover. **Premiums** and/or **policy** cover may go up or down but will not recoup past losses.

When doing so **we** will only consider one or more of the following:

- 17.2.1. **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
- 17.2.2. Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
- 17.2.3. Widely available economic information such as inflation rates and interest rates; and/or
- 17.2.4. The cost of administering **your policy**.

Any change made under this section will be notified to **you** in writing at least 30 days in advance.

17.3. **We** may, whether **you** pay monthly **premiums** or have paid **premium** for a full year in advance, at any time make changes to:

- 17.3.1. **your premiums** and/or **policy** cover and/or terms and conditions of insurance to reflect changes (affecting **us** or **your policy**) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
- 17.3.2. **your policy** cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply; and/or
- 17.3.3. **your policy** cover and/or terms and conditions of insurance, in order to make them clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

Any change made under this section will be notified to **you** in writing at least 30 days in advance. There is no minimum period between changes **we** make under this section.

17.4. **You** are free to cancel **your policy** in accordance with the Cancellation of **Your Policy** by **You** section following notification of any such change.

18. Data Protection

18.1. **We** may use the information **you** give **us** to manage **your** policy. **We** may share **your** information with other organisations to monitor **our** performance, carry out research, create statistics and/or prevent crime. **We** may also share **your** information with organisations from whom **you** have requested services or which are providing services under this **agreement on our** behalf.

18.2. In order to provide the services to **you** under this **agreement**, **we** may need to collect information from **you**, which the Data Protection Act defines as sensitive (such as criminal convictions). By taking out this **policy**, **you** give **us** **your** permission to process such sensitive information and share it with **our** agents.

18.3. To prevent and detect fraud, **we** may share information about **you** with other organisations (including the police), carry out credit searches and extra fraud searches and check **your** details with fraud-prevention agencies.

18.4. Please note that **your** information may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it. If **you** would like **us** to tell **you** what information **we** hold about **you**, please write to **us** care of Geek Squad at The Data Protection Office, PO Box 375, Southampton SO30 2PU. **We** may charge a £10.00 administration fee. Please quote **your** full name, address and **policy** number on all requests.

18.5. If **you** give **us** information about another person, **you** confirm they have given **you** permission to provide it to **us** and for **us** to be able to process their personal information. **You** must also confirm that **you** have told them who **we** are and what **we** will use their information for.

18.6. If **you** have opted-in to marketing then **we** or any of **our** appointed agents may use **your** information to keep **you** informed by post, telephone, facsimile, e-mail, text messaging or other means about **our** own and third party products and services that may be of interest to **you**. **Your** information may also be disclosed and used for these purposes for a reasonable period of time after **your** **policy** has lapsed. By providing **us** with **your** contact details, **you** consent to being contacted by these methods for these purposes. If **you** do not wish to receive marketing information, please write to Geek Squad at PO Box 358 Southampton SO30 2PJ.

18.7. In assessing any **claims** made, **we** or any appointed agents may undertake checks against publicly available information such as electoral roll, county court judgements, bankruptcy orders or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Under the conditions of **your** **policy** **you** must tell **us** about any insurance related incidents (such as fire, water damage, **theft** or an accident) whether or not they give rise to a **claim**. When **you** tell **us** about an incident **we** will pass information relating to it to a database.

We may search these databases when **you** apply for insurance, in the event of any incident or **claim**, or at time of renewal to validate **your** claims history.

19. Other Information

19.1. Nobody but **you** and **us** can benefit from this **agreement** under the Contracts (Rights of Third Parties) Act 1999.

19.2. If either **you** or **we** cannot do what **we** have promised under the terms of this **agreement** because of something beyond **our** reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom **we** are not responsible (including other telecommunication providers), or acts of local or central Government or other competent authorities, such party will not be liable for this.

19.3. If **you** break any of the terms of this **agreement**, and **we** choose to overlook it, **we** may still cancel this **agreement** if **you** break its terms again.

19.4. Each of the terms of this **agreement** is separate from the others. If one part of a term is not valid, the rest of the **agreement** still applies.

19.5. **We** may use third party organisations to provide any of the services under this **agreement on our** behalf.

19.6. Calls to our 0800 telephone numbers are free when made from a BT landline. Prices of calls made via other providers/mobile phones may vary. Calls may be recorded and/or monitored.

20. Complaints

20.1. **Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** complaint to make sure that **we** continually improve the service **we** offer.

20.2. What will happen if you complain?

20.2.1. **We** will acknowledge **your** complaint within five working days.

20.2.2. **We** aim to resolve complaints following assessment and investigation, as quickly as possible.

20.2.3. Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

20.3. What to do should you be dissatisfied.

20.3.1. If **you** have a complaint about this insurance please contact **us** on 0800 458 6119, or in writing either via the **Best Buy** website at www.bestbuy.co.uk/contactus or by letter addressed to Geek Squad, PO Box 361, Southampton SO30 2LX. If **you** remain unhappy with the decision **you** receive, **you** should write to **us** in order to request an escalation of **our** complaint.

20.3.2. If **you** are dissatisfied with **our** final decision, **you** can refer the matter to the Financial Ombudsman Service (FOS) in writing at The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

20.4. Whilst **we** are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

21. Financial Services Compensation Scheme

21.1. **We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Technical support terms and conditions

These Conditions apply to the Services we provide and by ordering the Services, you agree to be bound by the terms and conditions set out below. Before you order the Services, if you have any questions relating to these Conditions please contact our Customer Service Representatives by calling us on 0800 458 61 19 (please note that all calls to our Customer Service Representatives may be recorded for quality monitoring and training purposes). Alternatively, you can contact us on www.bestbuy.co.uk/contactus. The Services comply with appropriate UK legislation and are only available to UK residents.

When you order the Services via our Website, the Best Buy Website Conditions of Use apply in addition to these Conditions. Where there is conflict between the Best Buy Website Conditions of Use and these Conditions, these Conditions shall prevail.

"Best Buy Group" means Best Buy Europe Distributions Limited, together with its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time, including Best Buy Co. Inc. and its affiliates and subsidiary companies from time to time and its subsidiary and holding companies;

"Conditions" means these terms and conditions;

"Personal Information" means the details provided by you to us;

"Services" means the services you order under the terms of these Conditions;

"Us/our/we" means Best Buy, a trading division of The Carphone Warehouse Limited, a company which is registered in England under the number 2142673 with registered office located at 1 Portal Way, London W3 6RS;

"Website" means the website located at www.bestbuy.co.uk or any subsequent URL which may replace it; and

"You/Your" means an authorised user of the Services.

A. USE OF THE SERVICES

1. Provision of the Services

1.1. We shall provide the Service in accordance with these Conditions.

2. Rights and Obligations

2.1. You undertake:

2.1.1. to pay the amounts due for the Services in a timely manner;

2.1.2. that the Personal Information which you provide is true, accurate, current and complete in all respects;

2.1.3. to notify us immediately of any changes to the Personal Information through www.bestbuy.co.uk/contactus or calling us on 0800 458 61 19; and

2.1.4. not to impersonate any other person or entity or to use a false name.

2.2. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Services. We also reserve the right to change or add to these Conditions from time to time.

2.3. Unless you have placed an order for Services, we shall not be obliged to give you notice of any such modification or withdrawal.

2.4. If you subscribe to Services, we will give you prior notice of any withdrawal or modification of the Services or any changes to these Conditions. Where these changes are to your substantial detriment, you can choose to cancel any unused portion of the Services without penalty before any such changes take effect. Your continued subscription to the Services following such change taking effect shall be deemed to be your acceptance of such change.

2.5. We will do our best to provide the Services in a timely and efficient manner but please note that any estimated time frames for the completion of the Services are estimates only and delays may incur as a result of matters outside of our reasonable control.

B. PURCHASE OF SERVICES

3. Orders

3.1. The Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us, those who are residents in the United Kingdom and individuals who are over 16 years old.

3.2. To order the Services, you must provide your name, phone number, address, payment details and other requested information.

3.3. Your order will be treated as an offer to purchase the Services. The contract will only be completed when we commence the provision of the Services or when we take payment from you (which includes the debiting of your payment method), whichever is the earlier.

3.4. You acknowledge that any automated acknowledgement given when you place an order shall not amount to our acceptance of your offer to purchase the Services.

3.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you using your Personal Information. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Services for profit.

4. Price and Payment

4.1. The price of the Services shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price of which we inform you prior to commencing the Services. All prices are inclusive of VAT at current rates.

4.2. You shall provide payment prior to us providing the Services unless otherwise agreed by us in writing.

4.3. If you fail to make any payment on the due date then, without prejudice to any other right or remedy we may have, we will be able to do one or more of the following:

4.3.1. suspend the provision of the Services to you until payment has been received and, where you have failed to make payment despite reminders to do so, cancel this agreement; and/or

4.3.2. in any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).

4.4. You confirm that, where you pay by payment card or Direct Debit, the payment method that is being used is yours.

4.5. All payment methods other than cash are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by any such failed checks or authorisation.

5. Right of Cancellation

5.1. If you are a private consumer and you ordered the Services via telephone or online, you may cancel your order at any time within seven working days from the day after placing your order without incurring any liability to us, however, you may not cancel the Services once we have started to provide any part of the Services to you with your agreement.

5.2. If you cancel your contract in this manner, we will refund any monies you have paid to us within 30 days of your cancellation.

5.3. Without prejudice to our rights in clause 2 above or to any other rights we have under the terms of these Conditions, we reserve the right to terminate the provision of the Services to you at any time by giving you no less than 30 days notice of such termination.

6. Your Personal Information

6.1. We need to collect certain Personal Information to provide you with the Services. This Personal Information will form part of a record of your dealings with us.

6.2. When you contact us, we may ask for certain Personal Information to be able to check your identity and we may make a note of this contact if it is relevant to your record. We will keep Personal Information given to us by you or others during your relationship with us and other companies in Best Buy Group. This includes:

6.2.1. details you give us on order forms or during communications with you; and

6.2.2. details we receive from credit reference and fraud detection agencies.

6.3. You agree that we may use and update this centrally held information:

6.3.1. for credit and credit-related services and to manage your accounts;

6.3.2. to provide you with other services;

6.3.3. to recover debts;

6.3.4. to prevent and detect fraud;

6.3.5. to update our records about you;

6.3.6. to prevent money laundering; and

6.3.7. to check your identity.

6.4. You agree that, when applicable in relation to the Services ordered, we may use your Personal Information to make a credit check on you before we provide you with the Services. These searches will be recorded by the credit reference agencies. We may disclose information about how you run your accounts to credit reference and fraud prevention agencies. We and other organisations may also use credit reference agency and fraud prevention agency records that we receive about you, and people financially linked to you to help make decisions about you and them.

6.5. We may use your Personal Information for research and statistical analysis to develop and improve our products and services. When assessing an application, we may use automated decision-making systems.

6.6. Your Personal Information is confidential and, although we may freely disclose it to other companies within the Best Buy Group, we will only disclose it outside the Best Buy Group when:

6.6.1. you give us your consent;

6.6.2. it is needed by certain reputable third parties involved in running accounts and/or providing services for us (for example, credit reference agencies who do credit checks for us or companies that we use in the provision of the Services);

6.6.3. it is needed in order to obtain professional advice;

6.6.4. it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);

6.6.5. the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or

6.6.6. there is a duty to the public to reveal the Personal Information.

6.7. We may administer your account and provide services from countries outside Europe that may not have the same data protection laws as the UK. However, we will have contracts or other legal mechanisms in place to ensure your Personal Information is adequately protected, and we remain bound by our obligations under the Data Protection Act even when your Personal Information is processed outside Europe.

6.8. We may monitor, record, store and use any telephone, email or other electronic communications with you for training purposes, to check any instructions given to us and to improve the quality of our customer service.

6.9. Where we process sensitive personal data about you, we will employ appropriate security measures.

6.10. If you would like us to tell you what information we hold about you, please write to: The Data Protection Office, Geek Squad, PO Box 375, Southampton SO30 2PU. We may charge a £10.00 administration fee – please quote your full name and address on each request.

6.11. You will have the opportunity to consent to us contacting you by email, phone, SMS or MMS from time to time occasionally about products and services which the Best Buy Group and carefully selected third parties believe may be of interest to you.

6.12. You can make changes to your marketing preferences and/or correct or update any inaccurate or incomplete information at any time by calling us on 0800 380 0000, by contacting us via our website at www.bestbuy.co.uk/contactus or alternatively, you can write to us at The Carphone Warehouse Limited at PO Box 375, Southampton SO30 2PU. When you do this, it may take up to 28 days for such changes to take effect.

6.13. If you give us information about another person, you confirm they have given you permission to provide it to us and for us to be able to process their Personal Information. You must also confirm that you have told them who we are and the basis on which we will use their information.

C. GENERAL

7. Notices

7.1. You may send us notices under or in connection with these Conditions:

7.1.1. by post to Geek Squad, PO Box 361, Southampton SO30 2LX; or

7.1.2. via our website at www.bestbuy.co.uk/contactus

7.2. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

8. Limitation of Liability

8.1. The Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

8.2. We shall not be liable where we are unable (using reasonable effort) to provide the Services as a result of any event outside our reasonable control.

8.3. Our liability shall not in any event include losses related to any business of a customer such as lost data, lost profits or business interruption.

8.4. We will not be liable for any loss or damage caused by us in circumstances where:

8.4.1. there is no breach of a legal duty of care owed to you by us; and/or

8.4.2. such loss or damage is not reasonably foreseeable.

8.5. We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.

8.6. Nothing in these Conditions shall:

8.6.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

8.6.2. limit your rights as a consumer under applicable UK law.

8.7. Each provision of this clause 8 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply even after this agreement has been terminated or cancelled.

9. Events Beyond the Parties Reasonable Control

9.1. If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

10. Third Parties

10.1. Nobody but you and us can benefit from this Agreement under the Contracts (Rights of Third Parties) Act 1999.

11. Assignment

11.1. You may not but we may, assign, charge or otherwise dispose of our rights under this agreement. Any attempt by you to do so shall be void.

12. Handling Complaints

12.1. If you ever wish to complain about the Services, we will endeavour to handle such complaints fairly, efficiently and confidentially. You can complain in the following way:

12.1.1. by calling 0800 458 6119. (Calls are free from BT landlines. Call costs from mobiles and other networks may vary);

12.1.2. in writing addressed to: Geek Squad, PO Box 361, Southampton SO30 2LX

12.1.3. online, where more details of our complaints process are provided, by visiting: www.bestbuy.co.uk/contactus

12.1.4. in a store by visiting your nearest store. Details of your nearest store are available online at www.bestbuy.co.uk

12.2. If you are not happy with the way that we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

13. Call Monitoring

13.1. Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

The following additional terms apply to the Services that you have ordered:

D. TECHNICAL SUPPORT SUBSCRIPTION SERVICES

The terms listed below shall have the following meaning:

“**Equipment**” means the Equipment that you purchased from us that has been specifically covered for the Support Services under the terms of this Agreement;

“**Insurance Policy**” means the insurance cover provided by Aviva Insurance Limited in relation to your Equipment; and

“**Support Services**” mean the over-the-telephone technical assistance provided to you under the terms of this Agreement in relation to your Equipment.

14. Requirements and Availability

14.1. The Support Services are only available for the Equipment that is covered under the terms of your Insurance Policy.

14.2. The Support Services are subject to fair usage. We may cease or suspend your use of the Support Service if we have reason to believe that:

14.2.1. you are using it over and above what is reasonable for this type of service; and/or

14.2.2. that you are failing to take reasonable care of your Equipment.

14.3. You agree to follow our agents’ reasonable instructions. This may include advice on how to handle your Equipment, instructions on the manner and frequency by which you switch it on and off and general instructions for use.

14.4. If you have anything stored on your Equipment, such as software and data, you must ensure that this has been fully backed up prior to using the Support Services and you agree that it is your entire responsibility to do so.

14.5. The Support Services do not cover repair or replacement of any Equipment that is faulty (as reasonably diagnosed by us during the provision of the Support Services).

14.6. You can access the Support Services by calling 0800 458 6119.

15. Cancellation

15.1. This Agreement applies in addition to the terms and conditions for your Insurance Policy. If this Agreement is cancelled or terminated for any reason whatsoever, your Insurance Policy shall also automatically be cancelled or terminated (as applicable). Similarly, if your Insurance Policy is cancelled or terminated for any reason whatsoever, this Agreement shall also automatically be cancelled or terminated.

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