

**GEEK SQUAD  
MOBILE**



# OVERPOWERING MOBILE TECH PROBLEMS.



**HAVE NO FEAR, HELP IS HERE**  
*FROM THE MOMENT YOU UNWRAP YOUR SHINY NEW MOBILE,  
OUR GEEK SQUAD AGENTS ARE STANDING BY WITH EXPERT  
ADVICE PLUS THE INSURANCE COVER YOU NEED.*



Protect & Support partner of  
**Carphone Warehouse**



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## **OUR PLEDGE TO DEFEAT YOUR TECH TROUBLES**



Welcome to the world of Geek Squad. Since 1994 our Agents have made it their mission to keep tech doom at bay. Standing by in Carphone Warehouse stores across the country, our highly trained Agents offer jargon-free advice and handy tips to help you get the most out of your gadgets. Armed with a passion for all things tech, they're there to answer your technical cries for help. Day or night, our mighty Agents are ready.

But what if your new phone gets damaged, lost or stolen? Never fear. With our insurance we'll take care of your claim quickly, aiming to replace 9 out of 10 phones the next working day (Source: Aviva Insurance Limited, 2012). To keep your information protected, we'll even help you install an app<sup>†</sup> so if you do lose your phone, you can lock it remotely and safeguard your personal details. Small wonder we've received a 5 Star Rating by Defaqto<sup>\*</sup>, the specialists in checking financial products inside and out.

## **NEVER FORGETTING OUR PROMISES**

- 1. UNLIMITED TELEPHONE TECH SUPPORT 24/7, 365 DAYS A YEAR**
- 2. MARKET LEADING INSURANCE – WE'RE DEFAQTO 5 STAR RATED**
- 3. A SIMPLE AND EASY CLAIMS PROCESS DONE IN STORE, OVER THE PHONE OR ONLINE**
- 4. REPLACEMENT MOBILE DELIVERED THE NEXT WORKING DAY<sup>\*\*</sup>**
- 5. AN APP TO PROTECT THE PERSONAL DETAILS ON YOUR MOBILE<sup>†</sup>**

<sup>\*</sup>Defaqto Star Rating is for Geek Squad Mobile Pay Monthly handset cover.

<sup>\*\*</sup>Once the claim is accepted and providing excess paid by 5pm. Excluding Scotland, Northern Ireland and Highlands.

<sup>†</sup>Compatibility and functions are dependent on operating system, device and connection.

# ***NO ONE SHOULD BE WITHOUT GEEK SQUAD INSURANCE AND TECH SUPPORT***

It's not surprising that so many phones get lost, damaged or stolen. Especially since people take them wherever they go. The office, the café, the gym...

When tech trouble strikes, we can save the day by offering you great protection as well as taking care of everything with no fuss. So all's not lost if you lose\* your phone on a train, accidentally smash its screen or drop it down the loo.

We'll get you back on track if something goes wrong or your phone develops a glitch, with a replacement mobile the next working day. It's all part of the service.

## **ENDING MOBILE INSURANCE MISERY**

Geek Squad offers you the insurance you need through Aviva, so you're protected whenever you need to make a claim. And we're ultra speedy with our processing times. For accidental damage, theft and loss\* we aim to make decisions immediately, while more complicated claims, where further information is needed, are usually resolved within 72 hours. You can make a claim promptly in Carphone Warehouse stores across the UK, over the phone or online.

## **STANDING BY WITH 24/7 TECH SUPPORT**

No matter when you're struggling with software downloads or evil glitches, help is at hand around the clock. Simply call our free UK helpline on **0800 458 6117\*\***, day or night, 365 days a year. Yes, even on Christmas Day.





### **SMART SECURITY TO SHIELD YOUR SMARTPHONE**

To help you take care of your new phone, we'll send you a link to download a clever little app\*\*\*. Then, if your mobile falls into the wrong hands, you'll be able to locate and lock it remotely, as well as wiping your personal information.

You'll receive a link soon after joining Geek Squad so you can install the app right away. Remember, you must install it so it's ready to use in case disaster strikes. If you have any difficulties just give our Agents a call on **0800 458 6117\*\***.

### **SETTING UP YOUR NEW PHONE**

When you get a new phone, our Agents can help set it up so it works just the way you want it. Whether it's accessing your emails, trying to log onto Wi-Fi or downloading popular apps like Twitter and Facebook.

### **TRANSFERRING AND BACKING UP YOUR INFORMATION**

Now you can get a new phone without losing what was on your old one. Stand aside and let our Agents transfer everything, including music, photos and contacts, to your shiny new mobile in a flash. Then, because they're that awesome, they'll help you back it all up too.

### **FAR-REACHING POWERS OF CONTROL WITH REMOTE ACCESS\*\*\***

Don't battle with your mobile alone. Just say the word and our Agents will connect to your phone remotely to fix the problem, while you just sit back and relax.

\*Loss excluded for Pay As You Go customers.

\*\*Alternatively, if you are calling from a mobile or abroad call 01708 609 120.

\*\*\*Compatibility and functions are dependent on operating system, device and connection.

# PROTECTION WITH SUPERIOR COVER

Your new phone is the greatest sidekick you could ask for, so it's worth getting the best cover. A quick glance at our table shows that our dynamic duo of Insurance and Tech Support can offer you the best in protection.

GEEK SQUAD MOBILE		
INSURANCE	PAY MONTHLY	PAY AS YOU GO
Next working day replacement	✓	✓
Accessory cover	£300	£300
Cover for unauthorised use	£10,000	X
Accidental damage, theft and breakdown	✓	✓
Liquid damage	✓	✓
Loss	✓	X
Minimum Insurance Term	1 Month	1 Month
TECHNICAL SUPPORT		
24/7 phone support - expert assistance and advice over the phone (help with set up, customisation and sync, consultation, data transfer and troubleshooting)	✓	✓
Remote assistance - linking to your smartphone to fix problems remotely*	✓	✓
Smartphone security - remotely locate, lock, block or wipe the information on your device if necessary	✓	✓

BARCLAYS
X
£250
£2,000
✓
✓
✓
1 Month
X
X
X

\*Compatibility and functions are dependent on operating system, device and connection.

Source: 09012013 Defaqto Ltd.

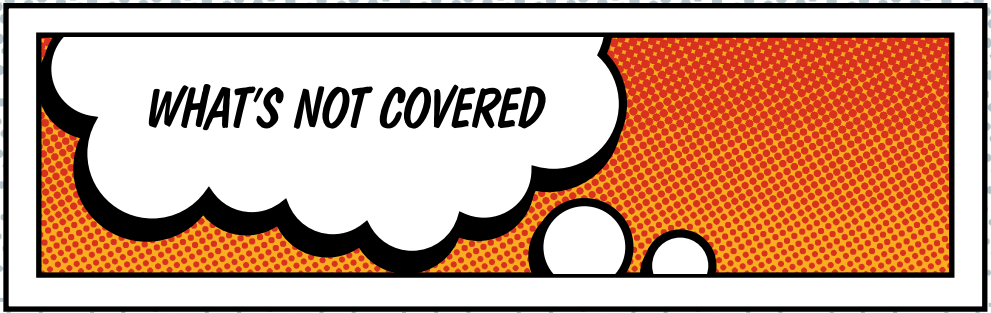






## AM I ALREADY COVERED?

	LLOYDS	BANK OF SCOTLAND	EE	PROTECT YOUR BUBBLE
	X	X	✓	X
	£250	£250	X	X
	£1,500	£1,500	X	£100
	✓	✓	✓	✓
	✓	✓	✓	✓
	✓	✓	✓	✓
	1 Month	1 Month	3 Months	1 Month
	X	X	X	X
	X	X	X	X
	X	X	✓	X



There are just a few instances when our superheroes will be unable to come to your rescue. Please see the below details of what's not included in your Geek Squad Mobile insurance policy. We do not cover you for:

- The excess you need to pay towards any claim (no excess on breakdown)
- Claims for loss or unauthorised use on Pay as you Go tariffs
- Claims for theft or unauthorised use if you haven't notified the police or another relevant authority
- Claims for unauthorised use unless you have notified the network provider within 24hrs
- Claims resulting from events which occur if you are outside the UK for more than 60 consecutive days
- Accessories not purchased from Carphone Warehouse
- Loss of stored information such as music, video or photos
- Any claim when you have not paid your premiums.
- Theft or loss of your product:
  - (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) While left unattended in a public place, or a place that's easily accessible by people you don't know; or
  - (iii) While 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) As a result of the product being left on the roof, bonnet, boot or other exterior part of any motor vehicle.



# YOUR PROTECTION PRICING PLAN

PRODUCT CATEGORY	BAND	MONTHLY PREMIUM	EXCESS	ANNUAL PREMIUM
<b>Pay Monthly Mobile Premium</b> Accidental damage/ Breakdown/ Theft/Loss	1	£3.99	£10	N/A
	2	£4.99	£20	
	3	£6.99	£20	
	4	£7.99	£30	
	5	£8.99	£40	
	6	£9.99	£40	
	7	£11.99	£50	
	8	£12.99	£50	
	9	£13.99	£60	
	10	£14.99	£60	
<b>Pay As You Go Mobile Premium</b> Accidental damage/ Breakdown/ Theft	1	-	£5	£9.99
	2	£1.99	£10	£14.99
	3	£2.99	£10	£21.99
	4	£3.99	£20	£34.99
	5	£4.99	£30	£44.99
	6	£6.99	£40	£54.99
	7	£7.99	£40	£69.99
	8	£8.99	£50	£79.99
	9	£9.99	£60	£99.99
	10	£11.99	£60	£129.99

As you're already a Geek Squad customer you can upgrade to Tech Support Total for an extra £2.50 a month (normally £9.99). When you do, you'll get our complete home Tech Support package to help with all your gadgets around the home, no matter where you bought them.

But don't hang about, this offer is only valid within the first 60 days of your insurance policy. Simply call an Agent for free on **0800 458 6117** to find out more.



***WHEN YOU NEED HELP  
CONTACT AN AGENT***

### **BRINGING YOU A WORLD OF INFORMATION**

Follow us on Facebook and Twitter to catch all the latest updates and news. Got a burning question about a gadget? Then jump into our live clinics on Facebook. You'll find us by searching for 'Geek Squad UK'. You can also read reviews on the latest tech as well as handy tips and great advice in our online Knowledge Vault at [www.geeksquad.co.uk/kv](http://www.geeksquad.co.uk/kv)

### **KEEP IN TOUCH**

To make sure that you have all the cover you need, please let us know if you upgrade your mobile or change your address. Simply visit us in any Carphone Warehouse store, call free on 0800 458 6117 or go to [www.geeksquad.co.uk/contactus](http://www.geeksquad.co.uk/contactus)

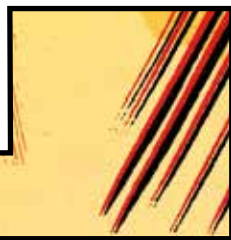
However, if you decide you'd like to end your policy please call or email us using the details above, as we cannot do this in store.

### **DECLARATION AND STATEMENT OF DEMANDS AND NEEDS**

The sales consultant has shown me the Geek Squad service plan product guide and has advised me on the suitability of this plan to meet my needs. I have disclosed any facts relevant in assessing the suitability of the recommendation, including other relevant insurance cover. I have been recommended this plan because I need cover for:

- Accidental damage
- Breakdown
- Theft
- Accessories
- Family and friends (authorised users)
- Technology Support
- Loss and unauthorised use (Geek Squad Mobile Pay Monthly plans only)
- Smartphone security

# ***EVERYTHING YOU NEED TO KNOW AT A GLANCE***



These are the main features of your insurance plan. For full terms and conditions, please refer to pages 13-22 of this booklet.

Remember you have 30 days from purchasing your new phone from Carphone Warehouse in which to take out a Geek Squad Mobile membership.

## **NAME OF INSURER**

Aviva Insurance Limited underwrites your insurance policy. When you take out your Geek Squad service plan, you enter into two agreements: one with Aviva for your insurance and one with The Carphone Warehouse for Geek Squad Tech Support Solo. If one of these agreements is terminated, the other will automatically be terminated. The optional Tech Support Total bolt-on, when selected, is a standalone feature and can be removed at any time without affecting your Geek Squad service plan.

## **PERIOD OF COVER**

You are covered from the moment you sign up. 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 (Pay Monthly plans only) 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 for this device, up 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, up to a maximum term of five years from the date this policy was purchased for this device, after which your cover will cease.

Upon replacement of your product as per the Replacement Product section (page 18), cover continues on the same basis as prior to replacement.

## **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 458 6117**.

## **MAKING A CLAIM**

If you need to make a claim, simply visit your local Carphone Warehouse store – you'll find the nearest one to you at [www.carphonewarehouse.com/storelocator](http://www.carphonewarehouse.com/storelocator) or phone our UK call centre for free on **0800 458 6117** or **01708 609 120** between 8am-8pm Monday to Friday, 9am-6pm on Saturday and 10am-5pm on Sunday.

Remember for unauthorised use\* claims you must contact the network provider within 24 hours of discovering the theft or loss. You also need to let us know within 60 days of discovering the incident.

### **CANCELLING YOUR POLICY**

You have the right to cancel your policy within 14 days of purchasing it. If you cancel your policy during 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 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 and cover will cease at the end of the month we were notified. For full details on cancelling your policy see pages 16-17.

**Please note you cannot cancel your policy in a Carphone Warehouse store.**

### **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, call us on **0800 458 6117**. 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 18.

### **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 17.

### **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 6117** or **01708 609 120**. Alternatively visit [geeksquad.co.uk/contactus](https://geeksquad.co.uk/contactus).

### **FINANCIAL SERVICES COMPENSATION SCHEME**

Aviva is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if Aviva cannot meet its obligations, depending on the type of insurance and the circumstances of your claim. For full details on FSCS see page 18.

\*Pay Monthly customers only.

# INSURANCE TERMS AND CONDITIONS

When you take out your Geek Squad Mobile product, you enter into two agreements: one with Aviva for your insurance policy and one with The Carphone Warehouse for Geek Squad Technical Support. If one of these agreements is terminated, the other will automatically be terminated. 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.

We, Aviva Insurance Limited (**Aviva**), underwrite this policy. The Carphone Warehouse Limited (**The Carphone Warehouse**) has chosen us to provide you with an insurance policy covering **breakdown, accidental damage, theft and loss** (Geek Squad Mobile PAYM customers only). If you have any questions about your policy, please call Geek Squad on 0800 458 6117.

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

## Eligibility

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

- (i) be resident in the **UK**; and
- (ii) be aged 16 years or over.

## 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 / Accessories

Any additional product(s) purchased from **The Carphone Warehouse** 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**;

### Breakdown

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

### Certificate

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

### Claim

Any incidence of **breakdown, accidental damage, theft or loss** which is covered under your **policy**;

### Excess

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

### Geek Squad Mobile PAYG

The version of the **policy** covering a pay-as-you-go or a sim-free **product**, i.e. purchased independently of any contract for line rental having been entered into with a **network provider**. This type of **product** requires you either to purchase airtime credit (or

'top-ups') prior to use or to be used on a pre-existing air-time contract;

### Geek Squad Mobile PAYG Band 1

The entry level **Geek Squad Mobile PAYG policy**, payable by annual **premium**;

### Geek Squad Mobile PAYM

The version of the **policy** covering a pay monthly **product**, i.e. 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 Mobile** insurance to which you subscribe (which will be either **Geek Squad Mobile PAYG** or **Geek Squad Mobile PAYM**), 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 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;

### The Carphone Warehouse

The Carphone Warehouse Limited, a company registered in England and Wales under company number 2142673 with registered office at 1 Portal Way, London W3 6RS;

### 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;

### UK

England, Scotland, Wales and Northern Ireland; 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

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

### 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, registered 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.

## You, Your

The person whose name appears on the certificate or any person who you give permission of use to. If the Policy is in the name of a company, "You, Your" includes that company and all the employees, directors, agents and contractors of that company;

## 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, which may be up to 30 days from the purchase of your product.
- 1.2 You may choose to pay either annual or monthly premiums during the period of insurance, unless you are a **Geek Squad Mobile PAYG Band 1** customer, in which case the option to pay monthly premium is not available.
- 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 5 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 5 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.
- 1.6 If you change the product insured as per the requirements stated in Section 14, a new agreement and certificate will be issued if applicable.

### 2. Breakdown

#### 2.1 What is covered

- 2.1.1 The period of cover for **breakdown** starts from the date the manufacturer's warranty expires.
- 2.1.2 Your policy provides cover for **breakdown** of your product subject to the provisions below and in the Worldwide Cover section. Where breakdown is covered, we will repair or replace your product. 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) breakdown that is covered under the manufacturer's warranty.

### 3. Accidental Damage

#### 3.1 What is covered

- 3.1.1 Your policy provides cover for **accidental damage** to your product subject to the provisions below and in the Worldwide Cover section. Where **accidental damage** is covered, we will repair or replace your product. Please read the Replacement Product section for full details.

#### 3.2 What is not covered

##### 3.2.1 Damage

- (i) caused by general wear and tear, scratching, or any other type of damage (including cosmetic damage), that does not affect how the product works; or
- (ii) caused by or through misuse or failure to follow the manufacturer's instructions; or
- (iii) caused by changes you have made to the product through maintenance, repairs and/or any process of cleaning and/or restoring; or
- (iv) 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
- (v) resulting from your product having been given to, or left in the control or possession of a person you do not know; or
- (vi) 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, for **Geek Squad Mobile PAYM** customers only, **loss of your product** subject to the provisions below and in the Worldwide Cover section.
- 4.1.2 Where **theft** or **loss** is covered, we will replace your product. Please read the Replacement Product section for full details.

#### 4.2 What is not covered

- 4.2.1 **Loss of your product** if you are not a **Geek Squad PAYM** customer.
- 4.2.2 **Theft or loss of your product:**
  - (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 voluntarily to, or left in control or possession of a person you do not know; or
  - (v) as a result of the **product** being left on the roof, bonnet, boot or other exterior part of any motor vehicle.
- 4.2.3 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 **The Carphone Warehouse** 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 **The Carphone Warehouse**; or
- (ii) which suffer **breakdown, accidental damage, theft or loss** where the **product** they are used with does not suffer **breakdown, accidental damage, theft or loss** at the same time; or
- (iii) which suffer **breakdown or accidental damage**, where this 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

### 6.1 What is covered

- 6.1.1 If **your product is lost or stolen**, and **your claim** for such **loss or theft** is accepted by **us**, we will cover the costs of any **unauthorised use** subject to a limit of £10,000, such a limit to include 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 **Unauthorised use** if **you** are not a **Geek Squad PAYM** customer.
- 6.2.2 Costs incurred by **you** due to **unauthorised use** which do not appear on a bill from **your network provider**.
- 6.2.3 Any **claim** for **unauthorised use** where **you** have not made a successful **claim** for the **loss or theft of your product**.
- 6.2.4 Any **claim** for **unauthorised use** where the **loss or theft of your product** was not reported to **your network provider** within 24 hours of **you** discovering such **loss or theft**.

## 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 **UK** provided **you** have not been outside of the **UK** for more than 60 consecutive days.

## 8. Replacement Product

- 8.1 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** will, at our sole discretion, and as further outlined in the Claims section below:
- 8.1.1 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
- 8.1.2 offer **you** a settlement in the form of vouchers or cash, for an amount not exceeding the retail price of **your product** which applies at the time of **your claim**.
- 8.2 Any replacement **product** will come from stock **we** have available; either new or refurbished.
- 8.3 **We** will try and ensure that **you** keep **your** existing telephone number but if this is not possible because of the **network provider** or any other reason beyond our reasonable control, **your** replacement product will be connected to a new telephone number.
- 8.4 If **we** settle **your claim** and replace **your product**, the original **product** will become our property and where a **lost or stolen product** is subsequently recovered, that recovered **product** must be returned to **us**.
- 8.5 If **we** replace **your product**, **we** reserve the right to cancel **your policy**.

## 9. General Exclusions

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

- 9.1.1 Any **product** other than the **product** described on **your certificate**;
- 9.1.2 Replacement covered by a manufacturer's recall of the **product**;
- 9.1.3 Any **claim** where **you** are not a resident of the **UK** at the time that the incident giving rise to the **claim** occurred;
- 9.1.4 Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature;
- 9.1.5 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;
- 9.1.6 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;
- 9.1.7 If the **product** is modified in any way or repaired by someone other than the manufacturer, **The Carphone Warehouse** or one of their authorised repair agents;
- 9.1.8 Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications;
- 9.1.9 Any cost relating to the recompilation and/or re-installation and/or retrieval of data;
- 9.1.10 **Breakdown** or damage caused by non-hardware problems, including but not limited to software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses;
- 9.1.11 **Loss or accidental damage** caused by any government or public authority confiscating **your product**;
- 9.1.12 **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**;
- 9.1.13 Damage caused by chewing, scratching, tearing or fouling by animals or insects;
- 9.1.14 Any financial loss resulting from **your product** being used without **your** consent to; access **you** bank account, mobile wallet or similar, and/or make purchases; unless the loss is specifically covered under the **unauthorised use** section.
- 9.1.15 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**.
- 9.1.16 Any **claim** caused intentionally by **you** or anyone who has permission to use **your product**;
- 9.2 Alternate Cover

If **you** have any other insurance policies, which would also cover any **claim** for **breakdown, loss, theft or accidental damage to your product**, **we** reserve the right to pay only a proportionate share of the claimed sum and where this happens, **you** will be responsible to claim any remainder from **your** other insurer. **You** must tell **us** if **you** have any other insurance that covers **you** in this way.

## GENERAL CONDITIONS

### 10. Rights and Duties

- 10.1 The **policy** is not transferable to any other person.
- 10.2 **You** must notify **Geek Squad** of any changes to the **product you** wish to insure, this includes any product **you** have upgraded to through **The Carphone Warehouse, your network provider** or another retailer. Please refer to Section 14 for full details.

- 10.3 If we have reasonable grounds to believe that you have intentionally provided us with false information, or intentionally withheld any relevant information from us, the insurance will become void.
- 10.4 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.
- 10.5 You must take reasonable care to protect your product and its accessories from being accidentally damaged, stolen or lost.
- 10.6 You must use and maintain your product and accessories in line with the manufacturer's instructions.
- 10.7 We will continue to cover the product described on your certificate until you cancel your policy. If you cancel your network provider contract or upgrade your product, your policy will not cancel automatically.
- 10.8 You must notify us of any changes or replacements resulting from a manufacturer's warranty claim.
- 10.9 You must pay your premiums as and when they become due.
- 10.10 You must adhere to the requirements in the Claims section in respect of how to make a claim.

## 11. Claims

### 11.1 Making a claim:

- 11.1.1 If your product has been stolen, you must report it to the police or other relevant authority as soon as it is reasonably possible upon discovering such theft and get a crime reference number before your claim is submitted. You will be required to provide that reference number to substantiate your claim. If the police force you use doesn't issue crime reference numbers, please call us on 0800 458 6117.
- 11.1.2 If your product has been lost or stolen we advise that you report this to the network provider as soon as possible. If you have not done so before you submit your claim we will assist you in doing so. Any assistance we provide shall not change, alter or remove your obligation to report the loss or theft to your network provider in order to claim under unauthorised use (see section 6).
- 11.1.3 You may be required to bring your product to a Carphone Warehouse store so that accidental damage or a breakdown can be assessed and, where appropriate, repair or replacement can be arranged.
- 11.1.4 You must make the claim within 60 days of discovering the accidental damage, breakdown, loss, or theft.
- 11.1.5 To submit your claim, call into any Carphone Warehouse store, visit [www.geeksquad.co.uk/contact](http://www.geeksquad.co.uk/contact) or call 0800 458 6117. You will need to provide your name, address, date of birth and the policy number shown on your certificate.

### 11.2 Handling claims

- 11.2.1 In handling your claim, we will 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.
- 11.2.2 You will also be required to provide such information, documents or receipts reasonably necessary to support and/or verify your claim.
- 11.2.3 You will be required to provide information in writing and/or through a telephone interview with a claims investigator.
- 11.2.4 We will contact your network provider and/or the police to confirm that you have reported the loss or theft to them.
- 11.2.5 We will, at our sole discretion, settle claims by:
- (i) instructing The Carphone Warehouse or another agent to provide you with repairs or a replacement for the product; or

- (ii) providing you with vouchers to spend with The Carphone Warehouse up to the current retail value of your product; or
- (iii) paying you directly.

## 12. Fraud

- 12.1 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 premium to you. We may also take legal action against you.

## 13. Cancellation

### 13.1 Cancellation of Your Policy by You

- 13.1.1 You have the right to cancel your policy within 14 days of the latter 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.
- 13.1.2 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.
- 13.1.3 If you cancel your policy and pay premiums by Direct Debit you will need to notify your bank to cancel this instruction.
- 13.1.4 You can cancel your policy by calling 0800 458 6117 or by writing to us care of Geek Squad, PO Box 358, Southampton SO30 2PJ and notifying us of your wish to cancel or online at [www.geeksquad.co.uk/contact](http://www.geeksquad.co.uk/contact).
- 13.1.5 You must cancel your policy if:

- (i) you no longer wish to insure the product as detailed on your certificate; or
- (ii) you upgrade the product with The Carphone Warehouse, your Network Provider or another retailer and no longer require insurance.

You must notify Geek Squad of any change to the product to be insured. Please refer to Section 14 for full details.

### 13.2 Cancellation of Your Policy by Us

- 13.2.1 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 premiums 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 must 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 must 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.
- 13.2.2 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.

- 13.2.3 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**. Please refer to Section 14 for full details.
- 13.2.4 **Your cover for your product** under this **policy** will end immediately if any of the following conditions apply:
- (i) **you** sell, transfer ownership or permanently give **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 **The Carphone Warehouse** is notified and approves the changes; and/or
- 13.2.5 **We** may cancel this **policy** at any time by giving **you** at least 30 days' written notice.
- 13.2.6 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.
- 13.2.7 If **we** cancel **your policy** and if **you** pay monthly **premiums**, **you** will not be entitled to any refund.

#### 14. Changes We Need To Know About

- 14.1 **You** must tell us immediately, or within a maximum period of 90 days, if there are any changes to the information set out on **your certificate**, or any other changes in circumstances which might affect this insurance, for example:
- (i) a change to the **product** insured, or to be insured
  - (ii) if **you** cancel **your** airtime contract with **your network provider**. Please note **your policy** will not cancel automatically.
  - (iii) if **you** upgrade **your product** with **The Carphone Warehouse**, **your network provider** or another retailer
  - (iv) any changes or replacements resulting from a manufacturer's warranty **claim**.
  - (v) any change to **your** bank details
  - (vi) a change to **your** address
  - (vii) changes to **your** mobile phone numbers and/or SIM
  - (viii) **you** wish to cancel **your policy**
- If **you** are in any doubt, please contact **0800 458 6117**

- 14.2 When **you** inform us of a change, **we** will tell **you** if this affects **your** insurance, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or **premium** being applied to this **policy**. If **you** do not inform us about a change it may affect any **claim** **you** make.

#### GENERAL INFORMATION

##### 15. Communication

- 15.1 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. Notice by email from **you** to **us** must be sent via [www.geeksquad.co.uk/contact](http://www.geeksquad.co.uk/contact).
- 15.2 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 e-mail 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.

##### 16. Changes We may make to this Agreement

- 16.1 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 terms and conditions of insurance.
- 16.2 If **you** pay monthly **premiums**, **we** may after taking a fair and reasonable view and no more than once in any 6 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:
- 16.2.1 **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
  - 16.2.2 Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
  - 16.2.3 Widely available economic information such as inflation rates and interest rates; and/or
  - 16.2.4 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.

- 16.3 **We** may, whether **you** pay monthly **premiums** or have paid **premium** for a full year in advance, at any time make changes to:
- 16.3.1 **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;
  - 16.3.2 **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
  - 16.3.3 **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.
- 16.4 **You** are free to cancel **your policy** in accordance with the Cancellation of Your Policy by **You** section following notification of any such change.

##### 17. Data Protection

- 17.1 **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 **policy** on **our** behalf.
- 17.2 In order to provide the services to **you** under this **policy**, **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.
- 17.3 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.

- 17.4 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 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.

## 18. Other Information

- 18.1 Nobody but **you** and **us** can benefit from this **agreement** under the Contracts (Rights of Third Parties) Act 1999.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 **We** may use third party organisations to provide any of the services under this **agreement** on **our** behalf.
- 18.6 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.

## 19. Complaints

### 19.1 Our Promise of Service

**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.

### 19.2 What will happen if you complain

19.2.1 **We** will acknowledge **your** complaint promptly

19.2.2 **We** aim to resolve all complaints as quickly as possible.

19.2.3 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.

### 19.3 What to do if you are unhappy

19.3.1 If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting **us** on 0800 458 6117, or in writing either via the Geek Squad website at [www.geeksquad.co.uk/contact](http://www.geeksquad.co.uk/contact) or by letter addressed to Geek Squad, PO Box 358, Southampton SO30 2PJ.

19.3.2 If **you** are unhappy with the outcome of **your** complaint **you** may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0800 023 4567 (free from landlines) or  
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

19.4 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.

## 20. Financial Services Compensation Scheme

20.1 **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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

# TECH SUPPORT TERMS AND CONDITIONS

These terms and conditions apply to the Services as part of your Insurance Policy and by making use of the Services, you agree to be bound by the terms and conditions set out below (the "Conditions"). If you have any questions relating to these Conditions please contact the CPW customer service representatives by calling us on 0800 049 3040 (please note that all calls to our customer services representatives may be recorded for quality monitoring and training purposes). Alternatively, you can contact us via our website at [www.geekssquad.co.uk/contactus](http://www.geekssquad.co.uk/contactus).

The Conditions apply in addition to the terms and conditions for your Insurance Policy. Except for the cancellation of the Bolt-On (defined below), if these Conditions are 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, these Conditions shall also automatically be cancelled or terminated.

The Services comply with appropriate UK legislation and are only available to UK residents.

"Best Buy Group" means Best Buy Europe Distributions Limited, together with its subsidiary companies 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;

"Conditions" means these terms and conditions;

"CPW" means The Carphone Warehouse Limited, a company registered in England and Wales under the number 02142673 with registered office located at 1 Portal Way, London W3 6RS;

"Insurance Policy" means the valid insurance policy that you pay an on-going or yearly premium for, which covers your Equipment (as defined below);

"Personal Information" means the personal details provided by you to CPW;

"Services" means the Technical Support Service (as defined below) that CPW shall provide to you in relation to the Equipment and/or Home Devices (as defined below), as part of your Insurance Policy;

"Website" means the website located at [www.geekssquad.co.uk](http://www.geekssquad.co.uk) or [www.carphonewarehouse.com](http://www.carphonewarehouse.com) 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 CPW shall provide the Service in accordance with these Conditions.

### 2. Rights and Obligations

- 2.1 You undertake:
  - 2.1.1 that the Personal Information which you provide is true, accurate, current and complete in all respects;
  - 2.1.2 to notify CPW immediately of any changes to the Personal Information either via the CPW website at [www.geekssquad.co.uk/contactus](http://www.geekssquad.co.uk/contactus), or by calling CPW on 0800 049 3040; and
  - 2.1.3 not to impersonate any other person or entity or to use a false name.
- 2.2 CPW reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Services. CPW also reserve the right to change or add to these Conditions from time to time.

- 2.3 CPW will give you reasonable prior notice of any withdrawal or modification of the Services or any changes to these Conditions. You can choose to cancel any unused portion of the Services without penalty before any such changes take effect. CPW will do its 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.

## 3. Eligibility

- 3.1 The Services are available only to individuals who CPW, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those who are residents in the United Kingdom and individuals who are over 18 years old.
- 3.2 You must provide your name, phone number, address, payment details and other information where requested by CPW.

## 4. Right of Cancellation

- 4.1 Without prejudice to CPW's rights in clause 2 above or to any other rights CPW have under the terms of these Conditions, CPW 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.

## 5. Your Personal Information

- 5.1 CPW 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 CPW.
- 5.2 When you contact CPW, CPW may ask for certain Personal Information to be able to check your identity and CPW may make a note of this contact if it is relevant to your record. CPW will keep Personal Information given to it by you or others during your relationship with CPW and other companies in Best Buy Group. This includes details you give CPW on order forms or during communications with you.
- 5.3 You agree that CPW may use and update this centrally held information:
  - 5.3.1 to manage your accounts;
  - 5.3.2 to provide you with other services;
  - 5.3.3 to recover debts;
  - 5.3.4 to prevent and detect fraud;
  - 5.3.5 to update its records about you;
  - 5.3.6 to prevent money laundering; and
  - 5.3.7 to check your identity.
- 5.4 CPW may use your Personal Information for research and statistical analysis to develop and improve our products and services. When assessing an application, CPW may use automated decision-making systems.
- 5.5 Your Personal Information is confidential and, although CPW may freely disclose it to other companies within the Best Buy Group, CPW will only disclose it outside the Best Buy Group when:
  - 5.5.1 you give it your consent;
  - 5.5.2 it is needed by certain reputable third parties involved in running accounts and/or providing services for CPW (for example, credit reference agencies who do credit checks for CPW or companies that CPW use in the provision of the Services);
  - 5.5.3 it is needed in order to obtain professional advice;
  - 5.5.4 it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);
  - 5.5.5 the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or

- 5.5.6 there is a duty to the public to reveal the Personal Information.
- 5.6 CPW may administer your account and provide services from countries outside Europe that may not have the same data protection laws as the UK. However, CPW will have contracts or other legal mechanisms in place to ensure your Personal Information is adequately protected, and CPW remain bound by its obligations under the Data Protection Act 1998 even when your Personal Information is processed outside the EEA.
- 5.7 CPW may monitor, record, store and use any telephone, email or other electronic communications with you for training purposes, to check any instructions given to CPW and to improve the quality of its customer service.
- 5.8 Where CPW process sensitive personal data about you, CPW will employ appropriate security measures.
- 5.9 If you would like CPW to tell you what information it holds about you, please write to: The Data Protection Office, The Carphone Warehouse Limited, PO Box 375, Southampton, SO30 2PU. CPW may charge a £10.00 administration fee – please quote your full name and address on each request.
- 5.10 You will have the opportunity to let CPW know whether or not you wish to be contacted by post, e-mail, 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.
- 5.11 You can make changes to your marketing preferences and/or correct or update any inaccurate or incomplete information at any time by calling CPW on 0800 049 3040 or alternatively, you can contact CPW in writing via its website at [www.geekssquad.co.uk/contactus](http://www.geekssquad.co.uk/contactus). When you do this, it may take up to 28 days for such changes to take effect.
- 5.12 If you give CPW information about another person, you confirm they have given you permission to provide it to CPW and for CPW to be able to process their personal information. You must also confirm that you have told them who CPW are and the basis on which CPW will use their information.

## B. GENERAL

### 6. Notices

- 6.1 You may send CPW notices under or in connection with these Conditions:
- 6.1.1 by post to The Carphone Warehouse Limited, PO Box 358, Southampton SO30 2PJ; or
- 6.1.2 via the internet at [www.geekssquad.co.uk/contactus](http://www.geekssquad.co.uk/contactus).
- 6.2 Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from CPW which should be retained by you.

### 7. Limitation of Liability

- 7.1 The Services are provided on a commercially reasonable basis. Although CPW will provide the Services with reasonable skill and care, CPW make no warranty that the Services will meet your exact requirements or that all the features of the Services will always be available.
- 7.2 CPW shall not be liable where it is unable (using reasonable effort) to provide the Services as a result of any event outside our reasonable control.
- 7.3 CPW's liability shall not in any event include losses related to any business of a customer such as lost data, lost profits or business interruption.
- 7.4 CPW will not be liable for any loss or damage caused by it in circumstances where:
- 7.4.1 there is no breach of a legal duty of care owed to you by CPW; and/or
- 7.4.2 such loss or damage is not reasonably foreseeable.
- 7.5 CPW will not be liable for any loss or damage caused wholly or mainly by your breach of these Conditions.

- 7.6 Nothing in these Conditions shall:
- 7.6.1 exclude or limit CPW's liability for death or personal injury resulting from its acts or omissions or those of its servants, agents or employees; or
- 7.6.2 limit your rights as a consumer under applicable UK law.
- 7.7 Each provision of this clause 7 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 these Conditions have been terminated or cancelled.

## 8. Events Beyond the Parties Reasonable Control

- 8.1 If either you or CPW cannot do what it has promised because of something beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom the parties are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

## 9. Third Parties

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

## 10. Assignment

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

## 11. Handling Complaints

- 11.1 If you ever wish to complain about the Services, CPW will endeavour to handle such complaints fairly, efficiently and confidentially. You can complain in the following ways:
- 11.1.1 by calling 0800 049 3040 (Calls to this number are free from a BT landline. Call costs from mobiles and other networks may vary. All calls to the CPW Customer Services Representatives may be recorded for quality monitoring and training purposes.);
- 11.1.2 in writing addressed to: Geek Squad, PO Box 358, Southampton SO30 2PJ;
- 11.1.3 online, where more details of CPW's complaints process are provided, by visiting [www.geekssquad.co.uk/contactus](http://www.geekssquad.co.uk/contactus); or
- 11.1.4 in a store by visiting your nearest store. Details of your nearest store are available online at [www.carphonewarehouse.com](http://www.carphonewarehouse.com).
- 11.2 If you are not happy with the way that CPW deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

## 12. Call Monitoring

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

The following additional terms apply to the Services:

## C. TECHNICAL SUPPORT SERVICES

The terms listed in bold below shall have the following meaning:

**"Agent"** means a CPW 'Geek Squad Agent' technician;

**"Bolt-On"** means the bolt-on available for you to purchase, which adds certain enhanced features to the Technical Support Services, as detailed in clause 20;

**"Data"** means software, data, documents, information and/or other files;

**"Deposit"** means the sum of money you may be required to provide CPW prior to taking receipt of any Loan USB Modem to which you may be entitled under the terms of your chosen Technical Support Service;

**"E-mail Support Service"** means the service that you can access via e-mail in order for an Agent to diagnose and resolve any problems covered by the Technical Support Services;

**"Equipment"** means the insured equipment under the Insurance Policy that you purchased from CPW;



“**Excluded Service**” means one of the chargeable services CPW may offer from time to time that is not included as part of the Technical Support Services packages;

“**Home Devices**” means all your household devices that are capable of connecting to your Equipment, your desktop/laptop computer and your household audio/visual equipment, including games consoles;

“**Insurance Policy**” means the insurance cover provided by Aviva Insurance Limited in relation to your Equipment; means a security suite for use with one laptop or desktop computer, which may include features such as anti-virus and spyware protection software;

“**In-store Support Service**” means service whereby you bring your Equipment into one of the CPW stores in order for an Agent to diagnose and resolve any problems covered by the Technical Support Services;

“**Loan Period**” means forty-five (45) days starting from the date on which you take receipt of the Loan USB Modem;

“**Loan USB Modem**” means the USB modem which may be provided to you, depending on the Support Subscription Services package to which you subscribe, in the event that your internet connection ceases to work;

“**Mobile Security Suite**” means a security suite for use with your smartphone or tablet, which may include features such as mobile security software, remote locate and remote block and wipe features;

“**Remote Access Support**” means where an Agent, if necessary, remotely accesses your Remotely Accessible Device in order to determine a problem and either repair it or provide advice on what options are available to fix it;

“**Remotely Accessible Device**” means your Equipment or Home Device, where it is a smartphone, tablet or desktop/laptop computer;

“**Technical Support Services**” mean the E-mail Support Service, In-store Support Service or Telephone Support, as well as access to the Mobile Security Suite and any other technical support service CPW may make available to you from time to time;

“**Telephone Support Service**” means the service that you can access via your telephone in order for one of our Agents to diagnose and resolve any problems covered by the Technical Support Services package;

“**Tutorial**” means a thirty (30) minute one-to-one tutorial with an Agent, either in a store with an on-site Agent or over the telephone; and

“**Virus Removal (Advance Diagnostic and Repair)**” means the removal of infectious software from your Equipment or Home Device, where applicable.

### 13. General

- 13.1 You agree to follow an Agent’s reasonable instructions including any security instructions. This may include advice on installing any security software, instructions on how to handle your Equipment, the manner and frequency by which you switch it on and off and general instructions for use.
- 13.2 The CPW Technical Support Services are only available to consumers who require technical support for domestic use. CPW will not supply the Services for business-related purposes.
- 13.3 Various Technical Support Services may be available depending on the Equipment in relation to which you use the Technical Support Services and not all Technical Support Services are available in relation to all types of Equipment.

### 14. Where Your Equipment Contains Software and/or Data

- 14.1 You must have valid software licences for your operating system and applications. Where applicable, you must also supply details of the relevant licence keys if CPW ask you for them.
- 14.2 You agree that, prior to CPW performing any aspect of the Technical Support Services under these Conditions, it is solely your entire responsibility to protect your Equipment and to back-up all Data stored on your Equipment and any and all disks and drives you may have.

### 15. Our Responsibility to You

- 15.1 CPW will provide the Technical Support Services to the best of our abilities. CPW may not be able to advise on all issues or to repair or solve all problems that you ask it to. Separately, CPW may not be able to fulfil any requests that fall outside the agreed scope of the Technical Support Service, in which case no refund will be payable.
- 15.2 CPW will not be responsible to you:
  - 15.2.1 for any inherent failures in or caused by any third party products, applications and/or operating systems unless such products, applications or operating systems are supplied by it;
  - 15.2.2 for the repair or replacement of any of your Equipment that is found to be faulty (as reasonably diagnosed by us during the provision of the Technical Support Service to you) unless it was specifically agreed in writing that such repairs services would form part of the Technical Support Service provided to you; and
  - 15.2.3 for any damage caused by your failure to follow CPW’s reasonable advice, recommendations or instructions.

### 16. Limitation of Liability

- 16.1 CPW shall not be liable to you for:
  - 16.1.1 any loss or corruption of data; or
  - 16.1.2 any losses you may suffer arising from your use of (or failure to use) any anti-virus software.

### 17. Specific Provisions Regarding Cancellation of the Technical Support Services

- 17.1 Remote Access Support and In-Store Support Services are provided instantaneously and for this reason, there are no cancellation rights in respect of those Technical Support Services.

### 18. Mobile Security Suite

- 18.1 Depending on your Equipment, you may be provided with access to the Mobile Security Suite provided by CPW’s third party partner(s) (“Third Party”) subject to acceptance by you of the applicable Third Party’s terms and conditions of service.
- 18.2 The use of the Mobile Security Suite is subject to fair usage. CPW and/or the applicable Third Party may cease or suspend your use of these services if CPW have reason to believe that you are using it over and above what is reasonable for these types of services.
- 18.3 The Mobile Security Suite is only available for use with a single compatible smartphone or tablet. You may need to give CPW the details of the smartphone or tablet that you wish to use the Mobile Security Suite with. Your use of the Mobile Security Suite is dependent on the smartphone or tablet itself, its operating system and a mobile internet connection.
- 18.4 If the Conditions are cancelled or terminated for any reason, all your rights to use the Mobile Security Suite will cease from the date of that termination or cancellation.
- 18.5 You may cancel your Internet Security Suite agreement with the Third Party within seven (7) working days of the day after accepting the relevant terms and conditions and prior to first using such services. However, as these services are provided at no extra cost, you will not be entitled to any refund if you cancel in this manner.

### 19. Remote Access Support

- 19.1 Where you wish to avail yourself of Remote Access Support, you agree that CPW’s Agents are entitled to access your Equipment remotely to provide you with the Technical Support Services. Remote Access Support is only available in relation to a Remotely Accessible Device. Remote Access Support will be used only where CPW deem it suitable for your specific Remotely Accessible Device issue.
- 19.2 Where CPW deem that Remote Access Support is suitable for your specific Remotely Accessible Device issue, you agree that an Agent is entitled to access your Remotely Accessible Device remotely to provide you with the Remote Access Support.

19.3 To use Remote Access Support and for CPW to access your Remotely Accessible Device, all the component parts of your Remotely Accessible Device must be fully working and fully assembled. Furthermore, your Remotely Accessible Device must have access and a sustained connection to landline broadband internet, in order to avail yourself of the Remote Access Support. Remote Access Support is not available over a mobile modem or other mobile internet connection.

## **20. The Bolt-On**

- 20.1 The Technical Support Services are subject to fair usage. CPW may cease or suspend your use of the Technical Support Services if it has reason to believe that you are using it over and above what is reasonable for this type of service.
- 20.2 The Bolt-On is only available for purchase from CPW by you within sixty (60) days from the start date of your Insurance Policy. However, you are free to remove the Bolt-On from the Technical Support Services at any time, without terminating the Technical Support Services or your Insurance Policy.

Where you take up the option of purchasing the Bolt-On for the Technical Support Services, it shall extend the Technical Support Services to your Home Devices and also add the following features:

### **20.3 Virus Removal**

- 20.3.1 You may be eligible for one single instance of Virus Removal (Advanced Diagnostic and Repair) per year in any 12-month period of your subscription. This remains subject to you having installed up-to-date anti-virus software. You are not able to avail yourself of the Virus Removal (Advanced Diagnostic and Repair) service in the first 30 days of your purchase of the Bolt-On.
- 20.3.2 Use of the Virus Removal (Advanced Diagnostic Repair) service requires your Equipment to be linked to a fully working, stable and reliable landline broadband internet. Please note that the Virus Removal (Advanced Diagnostic and Repair) service cannot be completed over a mobile modem.
- 20.3.3 In carrying out Virus Removal (Advanced Diagnostic and Repair) procedure, CPW may be required to completely delete all Data stored on your Equipment. Therefore, CPW recommend that you back-up the Data stored on your Equipment before requesting Virus Removal (where possible).
- 20.3.4 CPW may cancel or suspend your use of the Technical Support Service if we have reason to believe that you are failing to take reasonable care of your Equipment.

### **20.4 Loan USB Modem**

- 20.4.1 You may have available to you a Loan USB Modem, no more than twice in any 12-month period. No such instance of loan shall exceed Loan Period.
- 20.4.2 The Loan USB Modem is only available to be collected directly from CPW stores.
- 20.4.3 The Loan USB Modem provides a 'pay-as-you-go' access service to the Internet, accessible through credit purchased in advance of your use of the Loan USB Modem. The Loan USB Modem shall be provided to you with a nominal amount of credit pre-loaded but you remain responsible for any credit top-ups required.
- 20.4.4 Any Deposit paid by you for the Loan USB Modem will be returned to you in full subject to the Loan USB Modem being returned to us on time and in the same condition as it was when given to you.
- 20.4.5 The type of Loan USB Modem that shall be provided to you is subject to variation and CPW do not guarantee that it will provide similar speeds or have similar features to your existing modem and/or internet connection.
- 20.4.6 CPW shall at all times remain the owners of the Loan USB Modem and you agree to return it to CPW in good condition and in full working order within 2 working days of the end of your Loan Period.

20.4.7 If you fail to return the Loan USB Modem or if you return it damaged, CPW shall be entitled to keep the Deposit. If the Deposit does not cover the full retail value of the Loan USB Modem (or if damaged, the full repairs costs), CPW shall be entitled to deduct from your payment method the difference between the Deposit and the retail value/repairs costs (as applicable) of the Loan USB Modem, which shall never amount to more than £50.

20.4.8 If your agreement for the Technical Support Service has been cancelled or terminated for any reason whilst you are in possession of a Loan USB Modem, you must return the Loan USB Modem with immediate effect, to be received by CPW no later than the earlier of (i) 5 days after the cancellation or termination of this agreement; or (ii) two working days after the expiry of the Loan Period.

### **20.5 Tutorials**

20.5.1 You may be able to undertake up to three (3) Tutorials in any 12-month period of your subscription. You may need to book an appointment.

### **20.6 Excluded Services**

20.6.1 Excluded Services for your Equipment will incur a charge.

### **20.7 Internet Security Suite**

- 20.7.1 Depending on your desktop/laptop computer, you may be provided with access to the Internet Security Suite provided by our Third Party subject to acceptance by you of the applicable Third Party's terms and conditions of service.
- 20.7.2 The use of the Internet Security Suite is subject to fair usage. CPW and/or the applicable Third Party may cease or suspend your use of these services if CPW has reason to believe that you are using it over and above what is reasonable for these types of services.
- 20.7.3 If these Conditions are cancelled or terminated for any reason, all your rights to use the Internet Security Suite will cease from the date of that termination or cancellation.
- 20.7.4 You may cancel your Internet Security Suite agreement with the Third Party within seven (7) working days of the day after accepting the relevant terms and conditions and prior to first using such services. However, as these services are provided at no extra cost, you will not be entitled to any refund if you cancel in this manner.

### **ESSENTIAL REQUIREMENTS FOR THE BEST SUPPORT**

So that CPW can help you maintain the security of your computer with the Internet Security Suite and fully deliver Remote Access Support (where applicable), you will need:

- Windows XP/Apple Mac OS 10.4.6 (or a more recent version);
- a processor speed of 1.2Ghz or above, 256MB RAM and 2GB available hard drive space;
- an ethernet or wireless port and a compatible modem, or where applicable, wireless router;
- your password(s) for your operating systems and/or your internet service provider;
- your operating system disc and key code; and
- your computer and connected devices, including connected and operational broadband modem.

If you need any assistance obtaining this information just call an Agent on 0800 049 3040.

## ***PROTECT YOURSELF FROM EVIL FRAUDSTERS***

Unfortunately there are a few bad guys out there who use our name to try and sell you bogus insurance. And we'd like nothing more than to keep you protected from their villainous ways.

So here are a few tips to help you avoid this kind of fraud:

- First and foremost, Geek Squad will never try to sell you the same insurance twice
- If you receive a suspicious call, make sure to ask them for a customer reference number.  
If they give one that's different from your records then they could be evil imposters
- Never, ever give out your credit card or bank details
- Call us on **0800 458 6117** and we'll tell you how to report the caller to the Trading Standards Authority.

Geek Squad was awarded a 5 Star Rating by Defaqto for offering value for money insurance. So if you're offered a deal that's too good to be true – it probably is.

# COMING TO THE TECH RESCUE

No mission is impossible. From installing software to sharing photos, we offer all the Tech Support you need. As your friendly Agents, we've got jargon-free advice and useful tips to fix all your technical difficulties.

## FIND GEEK SQUAD IN STORE, BY PHONE OR ONLINE

Our identity's not a secret. You can find Geek Squad Agents in selected Carphone Warehouse stores – just visit [www.geeksquad.co.uk/storelocator](http://www.geeksquad.co.uk/storelocator) to find your nearest one.

Or you can ring our free UK helpline on **0800 458 6117\*** or call **01708 609 120** if you are calling from a mobile or abroad. Our insurance department's available from 8am-8pm Monday to Friday, 9am-6pm Saturday and 10am-5pm Sunday. But if it's Tech Support you're after, then you can call anytime of the day or night, 365 days a year. And don't forget, you also can reach us online at [www.geeksquad.co.uk](http://www.geeksquad.co.uk)



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Protect & Support partner of  
**Carphone Warehouse**



Geek Squad service plans are introduced and administered by The Carphone Warehouse Limited (CPW) registered in England and Wales, registration No. 2142673, registered office: 1 Portal Way, London W3 6RS and include insurance underwritten by Aviva Insurance Limited, registered in Scotland, registered No. 2116, registered office: Pitheavlis, Perth PH2 0NH and technical support provided by Geek Squad which is a trading name of CPW.

\*Calls to this number are free when made from a BT Landline. Prices of calls made via other networks may vary and calls from mobiles may cost significantly more. Calls may be recorded and/or monitored. Prices of calls to either number will incur roaming charges if calling from abroad. Check with your operator for details.

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