

Geek Squad
Computing

GIVING YOU ALL ROUND SUPPORT AND PROTECTION FOR YOUR LAPTOP, NETBOOK OR TABLET



Tech support partner of
The Carphone Warehouse

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WHAT TO DO IN AN EMERGENCY

If your laptop, tablet or netbook has been stolen, this is what you must do:

1. Tell your network provider within 24 hours (if your product came as part of a contract deal)
2. Report the theft to the police within 48 hours and obtain a crime reference number
3. Call Geek Squad within 60 days of discovering the theft on **0800 458 6117** to make a claim, or if you're calling from a mobile phone or abroad, call **01708 609 120**.

Alternatively, go to geeksquad.co.uk/contact
You'll need your plan number, which you'll find on your certificate of insurance.



WELCOME TO GEEK SQUAD YOUR COMPUTER'S NEW BEST FRIEND

With technology moving so fast it's hard to know the ins and outs of every computer, so we all come across things we can't do or don't have the time to work out. That's why The Carphone Warehouse would like to introduce you to their tech support partner, Geek Squad.

As Geek Squad Agents, technology is our thing and we make it our business to keep up to date with all the latest developments so you don't have to. We're here to help from the time you purchase your new laptop, tablet or netbook. We'll get you started, give you ongoing support and do what we can to fix your computer if something goes wrong. Support, security and convenience – so you'll never have to worry again.

With technology becoming an essential part of everyday life, it's more important than ever to know that your computer is working the best it can. And that should it develop a fault, get stolen or accidentally damaged when you're out and about – you're covered. That's why our **Max Computing** and **Protect Computing** plans not only provide round-the-clock technology support through Geek Squad, but also offer you insurance cover from Aviva. Both of which are just a phone call away.



Call **0800 458 6117** or **01708 609 120**.

MAX OR PROTECT WHICH ONE ARE YOU?

With technology getting more and more complicated, things can go wrong sometimes and we all need a bit of help from time to time. That's why our Computing service plans are designed to get you up and running quickly when technical problems arise.

We have two plans for you to choose from and both include expert technology support. **Geek Squad Max Computing** is our full plan with our highest level of insurance, plus 24/7 telephone support. However, if you're happy with a lower level insurance plus email support, **Geek Squad Protect Computing** is for you.

You have 30 days from the date you purchase your new computer at The Carphone Warehouse to take out a Geek Squad Computing plan. Why not take a look at our plans in more detail to make your decision?



As part of our Geek Squad service plans you can enjoy exclusive discounts on a whole range of useful services, including our home visits.

For more information, just call 0800 458 6117 or 01708 609 120.

MAX COMPUTING MAXIMUM SUPPORT AND INSURANCE PROTECTION

Max Computing is our best service plan for your computer. Not only do you get round-the-clock technical support from our Geek Squad Agents, but our insurance also covers you against the unexpected. So the next time your screen freezes or you accidentally drop your laptop, you've no need to worry.

INSURANCE

Theft – If your laptop, netbook or other portable device is stolen we'll provide a replacement.

Accidental Damage – If you accidentally drop, spill something on your device or break it, we'll try to repair it and if we can't, we'll replace it. No fuss.

Breakdown – We'll repair any mechanical or electrical faults no longer covered by the manufacturer's warranty. And if we can't, we'll replace your portable computer.

Accessories Cover – Up to £50 cover on accessories you've purchased at The Carphone Warehouse.

Worldwide Cover – Overseas insurance for up to 60 days after you leave the UK.

Unauthorised Use – If your portable computer is stolen we'll cover you against unauthorised use up to £1,000.

TECHNICAL SUPPORT*

24/7 Telephone Support – Geek Squad Agents are on the phone to provide jargon-free technical support, 24 hours a day, 7 days a week. They can help with your computer, software and up to two connecting devices, including scanners and printers.

Round-the-clock Remote Support Service – We can remotely link to your computer over the internet so we can provide technical support and even install software.

Emergency Internet – If your connection fails we'll lend you a USB dongle with £10 credit until it's fixed (for a maximum of 45 days).

Unlimited Backup** – With this plan you can exclusively enjoy unlimited secure backup through My Hub. Your photos, music and contacts will never be lost again.



Call 0800 458 6117 or 01708 609 120.

* These are all the technology services provided with a Geek Squad Max Computing plan. There are also other services available which may carry an additional charge. For full details, refer to the Technical Support Terms and Conditions on pages 18-21.

** Fair use policy applies. Please see Technical Support Terms and Conditions.

PROTECT COMPUTING INSURANCE FOR YOUR COMPUTER 24/7

This plan is primarily an insurance product with an element of technical support. So if you had an accident or your computer broke down, you'd be covered. You can also email us your technology queries and our Geek Squad Agents will do their best to answer them within 24 hours.

INSURANCE

Theft – If your laptop, netbook or tablet is stolen we'll provide a replacement.

Accidental Damage – If you accidentally drop, spill something on your device or break it, we'll try to repair it and if we can't, we'll replace it. No fuss.

Breakdown – We'll repair any mechanical or electrical faults no longer covered by the manufacturer's warranty. And if we can't, we'll replace your portable computer.

TECHNICAL SUPPORT

Email Support – You can email your technical questions and we'll try to answer them within 24 hours. Just email protect@geeksquad.co.uk

Emergency Internet – If your connection fails we'll lend you a USB dongle with £10 credit until it's fixed (for a maximum of 45 days).

Discounts on additional support – Get exclusive discounts on most services including our home visits, where we can come to you with hands on technical expertise. Plus you can also get discounts on our One-Off services, where we could for example, resolve many technical issues remotely or over the phone.

NEED MORE TECHNICAL SUPPORT?

Geek Squad Max Computing may be a better plan for you as it offers access to Geek Squad Agents over the telephone, all day, every day. Plus you can exclusively enjoy unlimited* secure backup through My Hub, so your photos, music and contacts will never be lost.

For full terms and conditions see pages 12-21.

*Fair use policy applies. Please see Technical Support Terms and Conditions.



WHAT'S THE COST?

We've talked about the benefits of taking out our service plan, so now it's time to see that it's worth every penny. So how much does it cost?

The price of your plan depends on the level of cover you choose (Max or Protect), whether you choose to pay annually or monthly, and the purchase price of your computer. Purchase prices are banded from 1 to 6 (Band 1 representing the cheapest and Band 6 the most expensive computers).

For your convenience you can either pay monthly premiums, or pay a premium up front for a one year plan. If you choose a monthly plan, the first premium is paid 14 days after the plan is taken out. We'll then take monthly premiums by Direct Debit until you cancel your plan, for a maximum of five years.



PRODUCT CATEGORY	BAND	1 YEAR PREMIUM	MONTHLY PREMIUM	EXCESS
Max Computing	1	£89.99	£7.99	£29.50
	2	£114.99	£9.99	£29.50
	3	£139.99	£11.99	£29.50
	4	£164.99	£13.99	£29.50
	5	£199.99	£16.99	£29.50
	6	£224.99	£18.99	£29.50
Protect Computing	1	£53.99	£4.99	£29.50
	2	£78.99	£6.99	£29.50
	3	£103.99	£8.99	£29.50
	4	£128.99	£10.99	£29.50
	5	£163.99	£13.99	£29.50
	6	£188.99	£15.99	£29.50

All premiums are inclusive of Insurance Premium Tax (IPT) at the applicable rate.

IMPORTANT SERVICE PLAN INFORMATION

WHAT'S NOT COVERED?

Not everything can be covered in our plan, so it's just as important to understand what isn't included as what is. The following is not included:

- The excess you need to pay towards any accidental damage or theft claim (the cost table on page 7 shows you how much you'd have to pay)
- Claims for loss
- Claims for malicious damage
- Claims for theft unless you report the theft to the police within 48 hours of discovering the theft and get a crime reference number
- Claims for unauthorised use unless part of a theft claim and your network provider has been contacted within 24 hours of you discovering the theft (Max Computing only)
- Claims made if your computer is left in a public place or unattended vehicle (unless it is in a locked and concealed boot/luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by force and violence)
- Claims outside of the UK (Protect Computing only)
- Claims resulting from events which occur more than 60 days after you leave the UK (Max Computing only)
- Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature
- Computer accessories unless they were purchased at The Carphone Warehouse for use with your computer, and were stolen or accidentally damaged at the same time as your computer (Max Computing only)
- Loss of stored information such as music, video or photography.



For more information on exactly what's covered in your plan, see pages 12-17.

QUICK CHECK PRODUCT GUIDE

You may think you're already covered – but are you really?

Your home contents policy, or current account with your bank, that includes computer insurance may not cover you fully. Take a look at the table below and you'll see for yourself how the benefits of Geek Squad Computing plans add up.

FEATURES & BENEFITS	GEEK SQUAD COMPUTING		AM I ALREADY COVERED?	
	MAX	PROTECT	STANDARD HOME CONTENTS POLICY (OUT OF HOME)	PREMIUM BANK ACCOUNT*
INSURANCE				
Theft – Cover if your laptop/netbook/tablet is stolen	✓	✓	✗	SOME
Accidental Damage – Through human fault	✓	✓	✗	✓
Breakdown** – Protection in case your product stops working	✓	✓	✗	SOME
Accessories – Insurance cover against any accessories bought from The Carphone Warehouse, for your product	£50	✗	✗	✓
Worldwide Cover – For up to 60 days after you leave the UK	✓	✗	✗	✓
Unauthorised Use – Cover against any costs incurred as a result of unauthorised use	£1,000	✗	✗	✗
TECHNICAL SUPPORT				
24/7 Phone Support – Expert assistance and advice over the phone to help you enjoy your computer, software and up to two connecting devices including scanners and printers, to the full	1 computer 2 peripherals	✗	✗	✗
24/7 Email Support – Email us your query and we'll try to answer them in 24 hours	✓	1 computer 2 peripherals	✗	✗
Remote Assistance – We'll remotely link to your computer and help you	✓	✗	✗	✗
Unlimited Backup – For music, photos, contacts etc	✓	✗	✗	✗
Emergency Internet – A loan USB dongle to get you back online	✓	✗	✗	✗

KEY: ✓ = Covered ✗ = Not covered SOME = Feature/benefit offered by some policies/accounts

The Carphone Warehouse have used research conducted by an independent research agency in July 2010 as a comparison against their products. The independent research agency compared products against 3 leading home contents insurers offering standard home contents policies with no additional personal possessions cover. *Geek Squad products were also compared against all the relevant insurance products offered by 2 leading banks offering Premium Bank accounts for a monthly fee. **Your Computing plan will cover you after your manufacturer's warranty expires. **All insurance policies are different, please be sure to check your existing cover. If you cancel this plan within 14 days of purchase and assuming you have not made a claim, you will receive a full refund of your premium.**

KEY FEATURES OF INSURANCE COVER

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 12-17 of this booklet.

NAME OF INSURER

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

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 and theft 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 5 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 5 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 (page 14), cover continues on the same basis as prior to replacement.

MAKING A CLAIM

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

- Visit any Carphone Warehouse store in the UK
- Visit www.geeksquad.co.uk/contact
- Call **0800 458 6117** or **01708 609 120**

For full details on making a claim see page 15.

CANCELLING YOUR POLICY

You have the right to cancel your policy within 14 days of purchasing it. If you cancel your policy during this cooling off 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 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 16-17.

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 16.

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 visit www.geeksquad.co.uk/contact

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**.

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 17.

INSURANCE TERMS AND CONDITIONS

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.

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

Eligibility

In order to be eligible for **Geek Squad Max Computing** or **Geek Squad Protect Computing** Insurance, **you** must:

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

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 electrical or mechanical fault;

Certificate

The insurance **certificate** issued by **The Carphone Warehouse** 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** or **theft claim**, as shown on **your Certificate**;

Geek Squad Max Computing

The version of the **policy** including Worldwide Cover, Unauthorised Use Cover and Accessory Cover;

Geek Squad Protect Computing

The version of the **policy** excluding Worldwide Cover, Unauthorised Use and Accessory Cover.

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 stolen property where the police do not have jurisdiction;

Pay Monthly Mobile Broadband

A Mobile Broadband service 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;

Policy

The **Geek Squad Max Computing** or **Geek Squad Protect Computing** 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 item covered by **your policy** as described in the **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.

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 Computing 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 UK Limited, a company registered in England under number 99122 with registered office at 8 Surrey Street, Norwich NR1 3NG, 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** and **theft** 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 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.

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

- 4.1. **What is covered**
 - 4.1.1. **Your policy** provides cover for **theft 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** 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 of your product** if it is stolen:
 - (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 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 claim** that **you** make.

5. Accessory Cover (Geek Squad Max Computing customers only)

- 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** 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) £50
- 5.2. **What is not covered**
 - 5.2.1. **Accessories**:
 - (i) not purchased from **The Carphone Warehouse**; or
 - (ii) if **you** are a **Geek Squad Protect Computing** customer; or
 - (iii) which suffer **breakdown** where the **product** they are used with does not suffer **breakdown**; or
 - (iv) **accidentally damaged** where the **product** they are used with is not **accidentally damaged**; 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 (Geek Squad Max Computing customers only)**
- 6.1. What is covered**
- 6.1.1 If **your product** is **stolen**, subject to **your claim** for such **theft of your product** being accepted by **us**, we will cover the costs of any **Pay Monthly Mobile Broadband unauthorised use** subject to a limit of £1,000, such a limit to include any taxes or charges made by **your network provider**. **You** must provide **us** with a bill from **your network provider** which clearly shows the **unauthorised use** and the costs incurred. **We** may also request previous bills from **you**. **You** must send **us** any bills **we** request within 60 days of discovering that **your product** has been **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**.
- 6.2.2 Any **claim** for **unauthorised use** where **you** have not made a successful **claim** for **theft of your product**.
- 6.2.3 If **you** are a **Geek Squad Protect Computing** customer.
- 7. Worldwide Cover (Geek Squad Max Computing customers only)**
- 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** or **theft** occurring outside of the **territorial limits** where such **accidental damage** or **theft** occurs where **you** have been outside of the **territorial limits** for more than 60 consecutive days;
- 7.2.2 If **you** are a **Geek Squad Protect Computing** customer.
- 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** may, at **our** sole discretion, and as further outlined in the Claims section below:
- 8.1.1. provide a replacement product which will not be of a lesser specification but which may,
- be a different model; or
 - be made by a different manufacturer; or
 - 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, which may be refurbished.
- 8.3. 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**.
- 9. General Exclusions**
- This **policy** does not cover **you** for the following:
- 9.1. Any product, including any product to which **you** upgrade, other than the **product** described on **your Certificate**;
- 9.2. Any standard accessories supplied in the box with the **product** by the manufacturer, unless these accessories suffer **breakdown** or are **accidentally damaged** or **stolen** at the same time as **your product**;
- 9.3. Anything covered under the manufacturer's warranty;
- 9.4. Replacement covered by a manufacturer's recall of the **product**;
- 9.5. Malicious damage to **your product**;
- 9.6. Loss of **your product**;
- 9.7. Any instance where **you** are not a resident of the United Kingdom at the time that the **breakdown, accidental damage** or **theft** occurred; or
- 9.8. Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature;
- 9.9. Replacing consumable items such as consumer replaceable batteries, fuses, filters, lamps and printer cartridges;
- 9.10. Repairing or replacing any computer software or virus prevention/detection or external accessories;
- 9.11. 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;
- 9.12. Repairing cosmetic damage where the function of the **product** is unaffected including, but not limited to, dents, scratches, discolouration, colour of casings and rust;
- 9.13. 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;
- 9.14. Instances where 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;
- 9.15. Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications;
- 9.16. Any cost relating to the recompilation and/or re-installation and/or retrieval of data;
- 9.17. **Breakdown** or damage caused by non-hardware problems, including but not limited to software problems, data downloads, viruses, worms, spyware, adware or Trojan Horses;
- 9.18. **Accidental damage** caused by any government or public authority confiscating **your product**;
- 9.19. **Breakdown, accidental damage** or **theft** of battery chargers or batteries unless they suffered **breakdown**, were **accidentally damaged** or **stolen** at the same time as **your product**;
- 9.20. Costs involved in sending **your product** for repair or collecting it once it has been repaired, except as otherwise agreed in writing by **The Carphone Warehouse**;
- 9.21. Damage caused by chewing, scratching, tearing or fouling by animals or insects;
- 9.22. 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:
- war**;
 - terrorism**; and/or
 - any action taken in controlling, preventing, suppressing or in any way relating to **war** or **terrorism**.
- GENERAL CONDITIONS**
- 10 Rights and Duties**
- 10.1. The **policy** is not transferable to any other person.
- 10.2. 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**.
- 10.3. If **we** have reasonable grounds to believe that **you** have provided **us** with false information 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, **your policy** will not cancel automatically. Also, if **you** upgrade **your product**, cover will not transfer to **your new product**.
- 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 within 48 hours of discovering such **theft** and get a crime reference number. **You** may be required to provide that reference number to substantiate **your claim**.
- 11.1.2. If **your product** has been stolen, **you** must report it to the network provider within 24 hours of discovering such **theft** and arrange for the line to be barred.
- 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** or **theft**.
- 11.1.5. To submit **your claim**, call into any **Carphone Warehouse** store, visit 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** 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.
- 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** may be required to provide information in writing and/or through a telephone interview with a **claims** investigator.
- 11.2.4. **We** may contact **your** service provider and the police to confirm that **you** have reported the **loss/theft** to them
- 11.2.5. **We** may, at **our** sole discretion settle **claims** by:
- instructing **The Carphone Warehouse** or another agent to provide **you** with repairs or a replacement for the **product**; or
 - providing **you** with vouchers to spend with **The Carphone Warehouse** up to the current retail value of **your product**; or
 - 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 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**.
- 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** online at www.geeksquad.co.uk/contact, by writing to **us** care of Geek Squad, PO Box 358, Southampton SO30 2PU or by calling 0800 458 6117 and notifying **us** of **your** wish to cancel.
- 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 premium** was due.
- 13.2.2. 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**.
- 13.2.3. 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**.
- 13.2.4. **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.
- 13.2.5. 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**.
- 13.2.6. **Your** cover for **your product** under this **policy** will end immediately if any of the following conditions apply:
- you** sell, transfer ownership or give away **your product** to someone else;
 - 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
 - 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 **The Carphone Warehouse** is notified and approves the exchange.
- 13.2.7. **We** may cancel this **policy** at any time by giving **you** at least 30 days' written notice.
- 13.2.8. 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
- we** have not received **your annual premium** or
 - you** have given false information or withheld relevant information.
- 13.2.9. If **we** cancel **your policy** and if **you** pay monthly **premiums**, **you** will not be entitled to any refund.
- GENERAL INFORMATION**
- 14. Communication**
- 14.1. 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.geekssquad.co.uk/contact

- 14.2. 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.

15. Changes to this Agreement

- 15.1. 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.
- 15.2. 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:
- 15.2.1. **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
- 15.2.2. Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
- 15.2.3. Widely available economic information such as inflation rates and interest rates; and/or
- 15.2.4. 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.

- 15.3. **We** may, whether **you** pay monthly **premiums** or have paid **premium** for a full year in advance, at any time make changes to:
- 15.3.1. **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;
- 15.3.2. **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
- 15.3.3. **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.

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

16. Data Protection

- 16.1. **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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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 PO Box 358, Southampton SO30 2PJ. **We** may charge a £10.00 administration fee. Please quote **your** full name, address and **policy** number on all requests.

- 16.5. 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.
- 16.6. **We** or any of **our** appointed agents may use **your** information to keep **you** informed by post, telephone, facsimile, email, 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.
- 16.7. 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.

17. Other Information

- 17.1. Nobody but **you** and **us** can benefit from this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. **We** may use third party organisations to provide any of the services under this agreement on **our** behalf.
- 17.6. Calls may be recorded and/or monitored. Calls to the 0800 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 to our landline number will incur roaming charges if calling from abroad. Check with your operator for details.

18. Complaints

- 18.1. **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.
- 18.2. **What will happen if you complain?**
- 18.2.1. **We** will acknowledge **your** complaint within 5 working days.

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

- 18.2.3. 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.

18.3. What to do should you be dissatisfied

- 18.3.1. If **you** have a complaint about this insurance please contact **us** on 0800 458 6117, or in writing either via the **Geek Squad** website at www.geekssquad.co.uk/contact or by letter addressed to Geek Squad, PO Box 358, Southampton SO30 2PJ. If **you** remain unhappy with the decision **you** receive, **you** should write to **us** in order to request an escalation of **your** complaint.
- 18.3.2. 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.

- 18.4. 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.

19. Financial Services Compensation Scheme

- 19.1. **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 6117** (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 www.geekssquad.co.uk/contact.

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

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

"Best Buy Group" means Best Buy Europe Distributions Limited, together with its subsidiary companies (including but not limited to The Carphone Warehouse Limited) 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;

"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 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;

"Website" means the website located at 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. 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; and
- 2.1.3. to notify us immediately of any changes to the Personal Information www.geekssquad.co.uk/contact, or calling us on **0800 458 6117**; 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. 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 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 7 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, The Carphone Warehouse Limited, PO Box 375, Southampton SO30 2PJ. 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 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.

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 049 3040 or alternatively, you can contact us via our website www.geekssquad.co.uk/contact.

6.13. When you do this, it may take up to 28 days for such changes to take effect.

6.14. 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 358, Southampton SO30 2PJ; or
- 7.1.2. via our website by visiting www.geekssquad.co.uk/contact.

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 its 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 6117**. Calls are free when made from a BT landline. Call costs from mobiles and other networks may vary);
- 12.1.2. in writing addressed to: Geek Squad, PO Box 358, Southampton SO30 2PJ;
- 12.1.3. online, where more details of our complaints process are provided, by visiting: www.geeksquad.co.uk/terms; or
- 12.1.4. in a store by visiting your nearest store. Details of your nearest store are available online at www.carphonewarehouse.com/store-locator.

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

In relation to the Technical Support Services only, the terms listed below shall have the following meaning:

"Connecting Devices" mean devices that are capable of being connected to your Equipment, such as scanners, printers, webcams and mp3 players;

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

"Equipment" shall mean the equipment in relation to which a Technical Support Service is being ordered;

"Insurance Policy" means the insurance cover provided by Aviva Insurance UK Limited in relation to your Equipment;

"Loan Period" means the maximum time period of during which you shall be entitled to keep the Loan USB Modem (subject to the terms of these Conditions) starting from the date on which you take receipt of the Loan USB Modem;

"Loan USB Modem" means the USB modem which is provided in the event that their internet connection ceases to work;

"Remote Support Service" means the service as part of which one of our agents may, if necessary and where possible, remotely access your computer in order to determine the problem and either repair it or provide advice on what options are available to fix it; and

"Support Service" means the technical support service for which you are covered under the terms of these Conditions.

14. Requirements and Availability

- 14.1. The Support Services are only available for the Equipment that is covered under the terms of these Conditions, together with a maximum of two Connecting Devices. Please note however that the support offered in relation to the Connecting Devices is only in relation to getting them to connect to your Equipment and, where applicable, for data transfers between your Equipment and the Connecting Device(s) and vice-versa.
- 14.2. The Support Service is 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 must back up all software and data stored on your Equipment prior to using the Support Services and you agree that it is your entire responsibility to do so.

14.4. You agree to follow our agent's reasonable instructions. This may include advice on:

- 14.4.1. how to handle your Equipment;
- 14.4.2. installing any equipment or software, such as security software;
- 14.4.3. the manner and frequency by which you switch your Equipment on and off; and
- 14.4.4. general instructions for use.

14.5. Unless we have specifically agreed in writing to provide you with a software back-up service, you must back up any software and data stored on your Equipment and/or Connecting Device(s).

14.6. You agree that, prior to us performing the Support Services, it is your entire responsibility to protect your Equipment and Connecting Devices and, subject to clause 14.5 above, to back-up all data, software, information and other files that are stored on any and all disks and drives you may have.

14.7. 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).

15. The Loan USB Modem

- 15.1. A Loan USB Modem will be made available to you no more than twice in any 12-month period with each The Loan Period not exceeding 45 consecutive days.
- 15.2. We will contact you to arrange delivery of your Loan USB Modem. Please note that, although we will endeavour to deliver your Loan USB Modem within 5 days of your order, delivery may take longer and we will not accept any liability for any delays in delivering your Loan USB Modem.
- 15.3. 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.
- 15.4. 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.
- 15.5. The type of Loan USB Modem that shall be provided to you is subject to variation and we do not guarantee that it will provide similar speeds or have similar features to your existing modem and/or Internet connection.
- 15.6. We shall at all times remain the owners of the Loan USB Modem and you agree to return it to us in good condition and in full working order within 2 working days of the end of your Loan Period.
- 15.7. If you fail to return the Loan USB Modem or if you return it damaged, we shall be entitled to keep your deposit. If the deposit does not cover the full retail value of the Loan USB Modem (or if damaged, the full repairs costs), we shall be entitled to deduct from your payment method the difference between the deposit paid and the retail value/repairs costs (as applicable) of the Loan USB Modem, which shall never amount to more than £50.
- 15.8. If your agreement for the Support Services 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 us 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.

16. Cancellation

16.1. 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.

17. Terms applicable in relation to Geek Squad Protect Computing only

- 17.1. The Support Service allows you to email our agents with technical questions relating to the Equipment.
- 17.2. Our email address is protect@geeksquad.co.uk and we will use best endeavours to respond to your email within 24 hours.
- 17.3. Agents can answer general technical queries and sometimes provide answers to a problem but the Support Service is only a question and answer service. It is not a repair or formal problem resolution service and there will be instances where agents can't help, e.g. if it appears your Equipment is broken or requires detailed examination to uncover any problem.

18. Terms applicable in relation to Geek Squad Max Computing only

- 18.1. Remote Access Support
 - 18.1.1. The Support Service includes Remote Access Support. You agree that our agents are entitled to access your Equipment remotely to provide you with the Support Services.
 - 18.1.2. To use Remote Access Support, all the component parts must be fully working and your Equipment must be fully assembled.
 - 18.1.3. Use of the Remote Access Support service requires your computer to be linked to a fully working, stable and reliable landline broadband connection with a bandwidth of 256 Kbits/Sec. Please note that the Remote Access Support service cannot be completed over a mobile modem.
- 18.2. Virus Removal (Advanced Diagnostics and Repairs)
 - 18.2.1. Your subscription will only cover one single instance of "Virus Removal" per year, and this remains subject to you having up-to-date Anti-virus software installed on your Equipment. Virus Removal includes (but is not limited to) instances such as virus and/or Spyware removal and the handling of operating systems corruption. Further Virus Removal services may be made available to you through your Insurance or at an extra cost. Please call us on **0800 458 6117** or contact us via our website at www.geeksquad.co.uk/contact for details.
 - 18.2.2. Use of the Virus Removal service requires your computer to be linked to a fully working, stable and reliable landline broadband connection with a bandwidth of 256 Kbits/Sec. Please note that the Virus Removal service cannot be completed over a mobile modem.
- 18.3. Online Backup
 - 18.3.1. For the term of this agreement, you will be entitled to our online backup services provided by our third party provider at no extra charge, subject to acceptance by you of the applicable terms and conditions of service, which are located at www.geeksquad.co.uk/terms as amended from time to time.
 - 18.3.2. If this agreement has been cancelled or terminated for any reason, all rights to obtain these services at no additional charge will cease from the date of that termination or cancellation.
 - 18.3.3. The Support Services and backup services are subject to fair usage. We and/or our third party provider may cease or suspend your use of the services if we have reason to believe that you are using it over and above what is reasonable for these types of services.
 - 18.3.4. You may cancel your agreement with our third party provider for these services within 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.

REGISTERED DETAILS

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 UK Limited, registered in England, registered No. 99122, registered office: 8 Surrey Street, Norwich NR1 3NG and technical support provided by Geek Squad which is a trading name of CPW.

ESSENTIAL REQUIREMENTS FOR THE BEST SUPPORT

So we can help you maintain the security of your computer and fully deliver Remote Support Service, there are some minimum computer system requirements:

- Windows XP/Apple Mac OS 10.4.6 (or a more recent operating system)
- 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.

If you have any questions about system requirements, just give us a call on **0800 458 6117** and we'll be happy to help.

For full terms and conditions see pages 18-21.

FOR 24 HOUR REMOTE SUPPORT SERVICE

Remote Support Service is available around-the-clock. Call us while you're connected to the internet and we can remotely link to your computer to deliver software, help and support. To help us help you fully, you will need:

- Your password(s) for your Operating Systems and/or your Internet Service Provider
- Your Operating System Disc and Key Code
- Your computer and connected devices, including broadband modem, which should be connected and operational.



Visit www.geeksquad.co.uk

Have you heard? Our new website is full of handy hints, tips and all the latest technology news. And our Geek Squad Agents are on hand to keep it - and you - updated. It's all just a click away.

Or call us on **0800 458 6117***

If you're calling from a mobile phone or abroad, call 01708 609 120.



Tech support partner of
The Carphone Warehouse

*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.