

Geek Squad
Home & Portable
Entertainment

SUPPORT AND PROTECTION FOR ALL YOUR ENTERTAINMENT NEEDS



Tech support partner of
Carphone Warehouse

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WELCOME TO GEEK SQUAD

HOW CAN WE HELP?

With technology moving so fast it's hard to know everything about every new product on the market. We all come across things we can't do or don't have the time to work out. So in order to help you keep ahead of the game, 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.

Technology is an essential part of everything we do in everyday life – from the time we wake up until the time we go to bed. It's moved on and is improving all the time, as is home entertainment equipment. Mp3 players are an everyday accessory these days, gaming equipment isn't just for kids anymore and relaxing in front of home theatre systems is a common way to unwind. So it's more important than ever to know that your products are working the best they can and that should they develop a fault or get accidentally damaged – you're covered.

That's why with our three service plans – Max Home Theatre, Max Gaming and Protect Portable Sound & Vision (PSV), we offer you insurance cover from Aviva, so your home and portable entertainment products are protected.

Call **0800 458 6117** or if you're calling from a mobile phone or abroad, call **01708 609 120**.



GAMING, HOME THEATRE, PSV WHICH ONE ARE YOU?

Depending on what products you have purchased, we have three plans for you to choose from – Max Gaming, Max Home Theatre and Protect Portable Sound & Vision.

Each plan offers you insurance cover from Aviva, so your home and portable entertainment products are protected. We also offer round-the-clock technology support for your gaming and home theatre equipment, so if you have any technology questions, our Geek Squad Agents will have the answers.

This guide talks in more detail about each plan and what they have to offer. As a quick reference take a look below and see which Geek Squad plan is right for you.

Max Gaming. Enjoy trouble-free gaming, with cover for your gaming equipment, from consoles you use at home to those you take with you when you're on-the-go.

Max Home Theatre. Insurance and technology support for your television, audio, audio visual and home entertainment equipment, so you can enjoy uninterrupted entertainment.

Protect Portable Sound & Vision (PSV). A plan that protects a range of products* from your mp3 player to your headphones or e-reader, so if you accidentally drop your mp3 player or your e-reader breaks – you're covered.

N.B. You have 30 days from the time you purchase your new product at Carphone Warehouse to take out a Geek Squad service plan.



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

*more than £150

MAX GAMING INSURANCE AND SUPPORT FOR YOUR GAMES CONSOLES



With technology getting more and more complicated, even the best products can go wrong sometimes – and we all need a bit of help from time to time. And because gaming equipment can be a big investment, it pays to protect your consoles against the unexpected.

That's why our Max Gaming service plan gives you insurance with technology support – designed to get you up and running quickly if things go wrong without any fuss.

MAX GAMING INSURANCE

Our Max Gaming plan covers all your gaming equipment, from consoles designed for use at home to those that you can take with you wherever you go. So if you drop your console by accident while you're out and about, or it unexpectedly breaks down, it's not a problem.

MAX GAMING SUPPORT

For trouble-free gaming Geek Squad Agents are on-hand all day, every day. We're here to get you started, support you when you need us and help fix problems should they happen. And we'll also give you technology support and troubleshooting tips when you need us. Why not, for example, let us help you connect wirelessly with gamers from other countries and open up a world of gaming opportunities?

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

IMPORTANT SERVICE PLAN INFORMATION

WHAT'S COVERED?

Of course there are accidents and other technical problems that can arise. So it pays to be prepared for every eventuality. That's why Geek Squad Max Gaming covers you against the unexpected. So the next time your screen freezes or you accidentally drop your games console, there's no need to worry.

INSURANCE

With Max Gaming you are covered against:

Accidental Damage – If you accidentally drop, spill something on your gaming equipment 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 again, if we can't, we'll replace it

Accessories Cover – You're insured for up to £50 on accessories you purchased at Carphone Warehouse for your product

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

There is no excess to pay when you make a claim

TECHNICAL SUPPORT

As part of our Max Gaming plan, you have access to technical support from Geek Squad Agents 24/7. Our Agents are just a phone call away. Just call us on **0800 458 6117** or 01708 609 120.

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 are not included:

- Anything covered under the manufacturer's warranty
- Claims for theft and loss
- Claims for malicious damage
- Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature
- Loss of stored information such as games, music, video or photography.

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 relevant insurance products may not cover you fully. Take a look at the table below and you'll see for yourself how the benefits of Geek Squad Max Gaming add up.

FEATURES & BENEFITS	WHAT GEEK SQUAD MAX GAMING COVERS	AM I ALREADY COVERED?	
		STANDARD HOME CONTENTS POLICY (WHEN OUTSIDE)	PREMIUM BANK ACCOUNT* (WITH MONTHLY FEE FOR TRAVEL INSURANCE OR WARRANTY COVER)
INSURANCE			
Accidental Damage – Through human fault	✓	X	SOME
Breakdown** – Protection in case your product stops working	✓	X	SOME
Accessories – Insurance cover against any accessories bought from Carphone Warehouse for your product	£50	X	SOME
Worldwide Cover – If your product stops working within 60 days of going abroad (handheld consoles only)	✓	X	SOME
No Excess – No excess to pay when you make a claim	✓	X	SOME
TECHNICAL SUPPORT			
24/7 Technical Support – Technical assistance and advice to help you enjoy your new console to the full including set-up, customisation, wireless connection, streaming etc	✓	X	X

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

Carphone Warehouse have used research conducted by an independent research agency in March 2011 as a comparison against their products. The independent research agency compared Geek Squad products against 8 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 6 leading banks offering Premium Bank accounts including travel insurance or warranty cover, for a monthly fee. **Your Max Gaming 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 45 days of purchase and assuming you have not made a claim, you will receive a full refund of your premium.**

WHAT'S THE COST?

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

The cost of your plan depends on the price of the product you purchase and the plan option you choose. Pricing is divided into bands which relate to the purchase price of your product, with Band 1 representing the cheapest and Band 3 the most expensive.

For your convenience you can either pay monthly premiums, or pay a premium up front for a three 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 for a maximum of three years or until you cancel your plan, or receive a replacement product following a claim – whichever happens first.



PRODUCT CATEGORY	BAND	3 YEAR PREMIUM	MONTHLY PREMIUM
Home Consoles	1	£44.99	£1.49
	2	£54.99	£1.99
	3	£69.99	£2.99
Handheld Consoles	1	£49.99	£1.99

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

MAX HOME THEATRE INSURANCE AND SUPPORT FOR YOUR HOME THEATRE EQUIPMENT

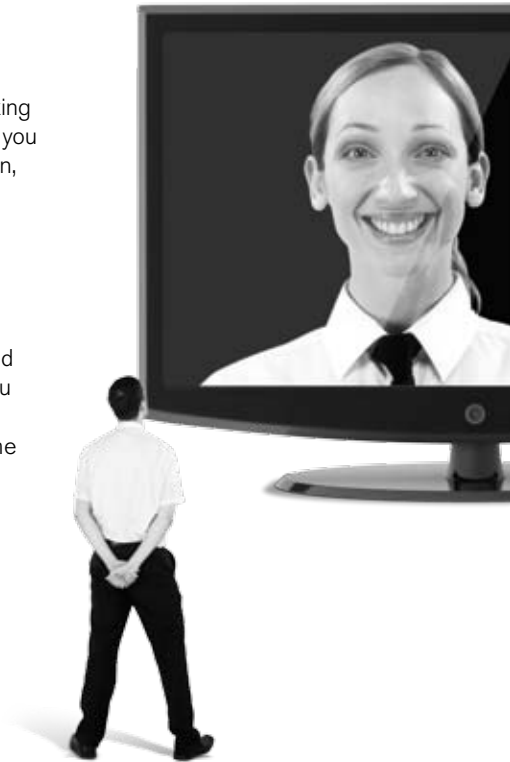
It's frustrating when a new and expensive piece of kit isn't working as well as it should be. You want to know it's running perfectly, and if it's not, you want to know you're covered and that there's someone there to help you sort it out. So if you can't get the most out of your TV or you accidentally drop or break your Slingbox or Sonos, or you just need help setting it all up, you need Geek Squad Max Home Theatre.

MAX HOME THEATRE INSURANCE

With our Max Home Theatre plan, your television and audio visual equipment is covered. So should your product develop a mechanical fault, stop working altogether, fall over or is dropped by accident, then you don't have to worry. With a Max Home Theatre plan, we will do our best to rectify any fault, repair any product and replace it if we can't.

MAX HOME THEATRE SUPPORT

For trouble-free viewing and uninterrupted entertainment, Geek Squad Agents are on-hand all day, every day. We are here to make sure you enjoy all the benefits of home theatre in your living room. We'll get you started with your home entertainment equipment, support you when you need us and help fix problems should they happen. Because as Geek Squad Agents, we can give you technology support and troubleshooting tips when you need us.



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

IMPORTANT SERVICE PLAN INFORMATION

WHAT'S COVERED?

Even the best home entertainment products can unexpectedly breakdown, and of course there are all sorts of accidents that can happen around the home and other technical problems that can arise. So it pays to be prepared for every eventuality. That's why Geek Squad Max Home Theatre covers you against the unexpected.

INSURANCE

With a Max Home Theatre plan you're covered against:

Accidental Damage – If you accidentally drop, spill something on your equipment 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 again, if we can't, we'll replace it

Pixel/Burn In Protection – Sometimes areas of your screen stop working or ghost like images become burnt into it. If this happens, we'll try and repair the fault or get you a replacement if we can't.

There is no excess to pay when you make a claim

TECHNICAL SUPPORT

As part of our Max Home Theatre plan, you have access to technical support from Geek Squad Agents 24/7. Our Agents are just a phone call away. Just call us on **0800 458 6117** or 01708 609 120.

WHAT'S NOT COVERED?

Unfortunately we can't cover everything in our plan, so it's just as important to understand what isn't included as what is. These are not included:

- Anything covered under the manufacturer's warranty
- Claims for theft and loss
- Claims for malicious damage
- Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature.

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 relevant insurance products may not cover you fully. Take a look at the table below and you'll see for yourself how the benefits of Geek Squad Max Home Theatre add up.

FEATURES & BENEFITS	WHAT GEEK SQUAD MAX HOME THEATRE COVERS	AM I ALREADY COVERED?	
		STANDARD HOME CONTENTS POLICY (INSIDE OF HOME)	PREMIUM BANK ACCOUNT* (WITH MONTHLY FEE FOR INSURANCE OR WARRANTY COVER)
INSURANCE			
Accidental Damage – Through human fault	✓	SOME	SOME
Breakdown** – Protection in case your product stops working	✓	X	SOME
Pixel/Burn In Protection – If a TV suffers pixel damage or burn in we'll repair or replace your TV	✓	X	X
No Excess – No excess to pay when you make a claim	✓	X	SOME
TECHNICAL SUPPORT			
24/7 Technical Support – Technical assistance and advice to help you enjoy your new system to the full including set-up, and troubleshooting support	✓	X	X

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

Carphone Warehouse have used research conducted by an independent research agency in March 2011 as a comparison against their products. The independent research agency compared Geek Squad products against 8 leading home contents insurers offering standard home contents policies. *Geek Squad products were also compared against all the relevant insurance products offered by 6 leading banks offering Premium Bank accounts including insurance or warranty cover, for a monthly fee. **Your Max Home Theatre 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 45 days of purchase and assuming you have not made a claim, you will receive a full refund of your premium.**

WHAT'S THE COST?

We've talked about the benefits of taking out Max Home Theatre, 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 what it would cost to replace the product you purchased and which plan option you choose. The table below explains this in more detail. Purchase prices are banded from 1 to 5, with Band 1 representing the cheapest and Band 5 the most expensive. You'll see that you can either pay monthly premiums or pay an upfront premium for our three or five year plans. The choice is yours. With the monthly plan we take your first payment 14 days after you purchase your product and we'll then continue to take payments by monthly Direct Debit for a maximum of five years or until you cancel your plan or receive a replacement product following a claim.



PRODUCT CATEGORY	BAND	5 YEAR PREMIUM	3 YEAR PREMIUM	MONTHLY PREMIUM
Televisions	1	£69.99	£49.99	£2.99
	2	£119.99	£99.99	£4.99
	3	£199.99	£149.99	£6.49
	4	£249.99	£179.99	£7.49
	5	£399.99	£299.99	£9.99
Audio/Audio Visual Separates/Systems including Home Theatre	1	£59.99	£44.99	£1.99
	2	£99.99	£69.99	£2.99
	3	£129.99	£89.99	£3.99
	4	£149.99	£119.99	£4.99
	5	£199.99	£139.99	£5.99

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

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



PROTECT PORTABLE SOUND & VISION

IMPORTANT SERVICE PLAN INFORMATION

This is an insurance plan for all your portable sound and vision equipment*. It covers a range of products from mp3 or mp4 players and e-readers, to speakers and headphones. So if your headphones broke, the sound or picture went on your mp3 player, or you dropped your portable speaker whilst out and about – you're covered.

WHAT'S COVERED?

With a Protect Portable Sound & Vision plan you are covered against:

Accidental Damage – If you accidentally drop, spill something on your equipment 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 again, if we can't, we'll replace it

Accessories Cover – Up to £50 cover on accessories you buy at Carphone Warehouse for your product

Worldwide Cover – Overseas insurance for your portable consoles, available for up to 60 days after you leave the UK.

There is no excess to pay when you make a claim

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 are not included:

- Anything covered under the manufacturer's warranty
- Claims for theft, loss and malicious damage
- Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature
- Loss of stored information such as music, video or photography.

*More than £150.

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 relevant insurance products may not cover you fully. Take a look at the table below and you'll see for yourself how the benefits of Geek Squad Protect Portable Sound & Vision plan adds up.

FEATURES & BENEFITS	WHAT PROTECT PORTABLE SOUND & VISION COVERS	AM I ALREADY COVERED?	
		STANDARD HOME CONTENTS POLICY (WHEN OUTSIDE)	PREMIUM BANK ACCOUNT* (WITH MONTHLY FEE FOR TRAVEL INSURANCE OR WARRANTY COVER)
INSURANCE			
Accidental Damage – Through human fault	✓	✗	SOME
Breakdown** – Protection in case your product stops working	✓	✗	SOME
Accessories – Insurance cover against any accessories bought from Carphone Warehouse for your product	£50	✗	SOME
Worldwide Cover – If your product stops working within 60 days of going abroad	✓	✗	SOME
No Excess – No excess to pay when you make a claim	✓	✗	SOME

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

Carphone Warehouse have used research conducted by an independent research agency in March 2011 as a comparison against their products. The independent research agency compared Geek Squad products against 8 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 6 leading banks offering Premium Bank accounts including travel insurance or warranty cover, for a monthly fee. **Your Protect Portable Sound & Vision 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 45 days of purchase and assuming you have not made a claim, you will receive a full refund of your premium.**

WHAT'S THE COST?

We've talked about the benefits of taking out Protect Portable Sound & Vision, 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 what it would cost to replace the product you purchased and which plan option you choose. The table below explains this in more detail. Purchase prices are banded from 1 to 2, with Band 1 representing the cheapest and Band 2 the most expensive. You'll see that you can either pay monthly premiums or pay an upfront premium for our three or five year plans. The choice is yours. With the monthly plan we take your first payment 14 days after you purchase your product and we'll then continue to take payments by monthly Direct Debit for a maximum of five years or until you cancel your plan, or receive a replacement product, following a claim – whichever happens first.



PRODUCT CATEGORY	BAND	5 YEAR PREMIUM	3 YEAR PREMIUM	MONTHLY PREMIUM
Portable Audio	1	£79.99	£59.99	£2.99
	2	£99.99	£79.99	£3.49
Portable Video	1	£59.99	£44.99	£2.99
	2	£89.99	£69.99	£3.49

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

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



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 20-24 of this booklet.

NAME OF INSURER

Aviva Insurance Limited underwrites your insurance policy. When you take out your Max Gaming or Max Home Theatre service plan, you enter into two agreements: one with Aviva Insurance Limited for your insurance policy and one with The Carphone Warehouse Limited for your Geek Squad technology support. If one of these agreements is terminated, the other will automatically be terminated. For your Protect Portable Sound & Vision service plan you enter into one agreement with Aviva for your insurance policy.

PERIOD OF COVER

You are covered from the moment you sign up and pay. Your period of cover for breakdown starts from the date the manufacturer's warranty expires. Your period of cover for accidental damage starts from the date this policy is purchased.

You may choose to pay either one up front premium or monthly premiums during the period of insurance;

If you pay your premium up front, cover continues for the period shown on your certificate, which will be 3 years for Max Gaming and 3 or 5 years for Max Home Theatre and Portable Sound & Vision (depending on the plan term chosen). You are covered from the date this policy was purchased, or until your product has been replaced as per the Replacement Product section (page 21); whichever happens earlier, after which time 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 for as long as you continue to pay your premiums, either: for 3 or 5 years from the date the policy was purchased for Max Home Theatre and Protect Portable Sound & Vision, or 3 years for Max Gaming, or until your product has been replaced as per the Replacement Product section (page 21); whichever happens earlier, after which time your cover will cease.

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 22.

CANCELLING YOUR POLICY

You have the right to cancel your policy within 45 days of purchasing it. If you cancel your policy during this cooling off period, you will be entitled to a full refund of the premiums paid provided there has been no claim or incident likely to give rise to a claim.

You can still cancel your policy after the cancellation period outlined above. In this instance, if you pay your premium up front, 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 22.



REPLACEMENT PRODUCT

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

If you pay monthly premiums, upon replacement of your product, you will not be entitled to any refund and your cover will cease. For full details on replacement product see page 21.

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 about our complaints procedure see page 24.

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 make a change see page 23.

CONTACTING GEEK SQUAD

If you have any questions or would like to contact Geek Squad to make a claim, complaint or cancel your policy, please call **0800 458 6117** or 01708 609 120, or visit www.geeksquad.co.uk/contact

LARGE PRINT, AUDIO AND BRAILLE

These service plans 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 24.

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

Eligibility

In order to be eligible for this Geek Squad policy, **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 (Geek Squad Max Gaming & Geek Squad Protect Portable Sound & Vision only)

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 **you** insured **product** fails to operate due to an electrical/mechanical fault, or for Geek Squad Max Home Theatre only, **pixel damage** or **image burn-in**;

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**;

Image Burn-In

Constant projection of the same image or images on a television screen;

Pixel Damage

Three defective pixels located in a group and within an area of less than 3 square centimetres, or five defective pixels throughout the entire display area;

Policy

The Geek Squad **policy** 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 on **your certificate**, together with any standard accessories which are supplied along with the item to be insured by the manufacturer;

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;

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;

You, Your

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

War

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

We, Us, Our, Aviva

Aviva Insurance Limited, a company registered in Scotland, registered No. 2116, registered office: Pitheavlis, Perth PH2 0NH, who underwrite this **policy**, and any agent **we** appoint. **Aviva** is authorised and regulated by the Financial Services Authority.

COVER SECTION

1. Period of Cover

- 1.1. **Your** period of cover for **breakdown** starts from the date the manufacturer's warranty expires. **Your** period of cover for **accidental damage** starts from the date this **policy** is purchased.
- 1.2. **You** may choose to pay either one up front **premium** or monthly **premiums** during the period of insurance.
- 1.3. If **you** pay **your premium** up front, cover continues either:
 - 1.3.1. for the period shown on **your certificate**, which will be either 3 or 5 years from the date this **policy** was purchased, (5 year term is not available for Geek Squad Max Gaming) or
 - 1.3.2. until **your product** has been replaced as per the Replacement Product section.Whichever happens earlier, after which time **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 for as long as **you** continue to pay **your premiums**, either:
 - 1.4.1. for 3 years from the date this **policy** was purchased (Geek Squad Max Gaming only), or
 - 1.4.2. for 5 years from the date this **policy** was purchased (Geek Squad Max Home Theatre and Geek Squad Protect Portable Sound & Vision only), or
 - 1.4.3. until **your product** has been replaced as per the Replacement Product section;Whichever happens earlier, after which time **your** cover will cease.

2. Breakdown

2.1. What is covered

2.1.1. **Your policy** provides cover for **breakdown of your product**, subject to the provisions below and in the Worldwide Cover section (where applicable to **your product**). 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**, subject to the provisions below and in the Worldwide Cover section (where applicable to **your product**). 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.
- (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.
- (v) resulting from **your product** having been left in the possession or control of a person **you** do not know.

4. Accessory Cover (Geek Squad Max Gaming and Geek Squad Protect Portable Sound & Vision only)

4.1. What is covered

4.1.1. 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** at the same time as **your product** and **you** can supply **us** with the applicable receipts.

4.1.2. 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.

4.1.3. 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

4.2. What is not covered

4.2.1. Accessories:

- (i) not purchased from **The Carphone Warehouse**; or

- (ii) which suffer **breakdown** where the **product** they are used with does not suffer **breakdown**; or
- (iii) **accidentally damaged** where the **product** they are used with is not **accidentally damaged**; or
- (iv) 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
- (v) **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**.

4.2.2. **Accessories** for any **product** covered by Geek Squad Max Home Theatre.

5. Worldwide Cover (Geek Squad Max Gaming handheld consoles and Geek Squad Protect Portable Sound & Vision only)

5.1. What is covered

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

5.2. What is not covered

5.2.1. **Accidental damage** occurring outside of the **territorial limits** where such **accidental damage** occurs where **you** have been outside of the **territorial limits** for more than 60 consecutive days.

5.2.2. Any **product** covered by Geek Squad Max Home Theatre.

6. Replacement Product

6.1. 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:

- 6.1.1. provide a 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
- 6.1.2. 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**.

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

6.3. If **we** settle **your claim** and replace **your product**, the original **product** will become **our** property.

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

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

7. General Exclusions

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

- 7.1. Any product other than the **product** described on **your certificate**;
- 7.2. Anything covered under the manufacturer's warranty;
- 7.3. Replacement covered by a manufacturer's recall of the **product**;
- 7.4. Any instance where **you** are not a resident of the United Kingdom at the time that the **breakdown** or **accidental damage** occurred;
- 7.5. Theft of the **product**;
- 7.6. Loss of the **product**;
- 7.7. Malicious damage of the **product**;
- 7.8. Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature;
- 7.9. 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;

- 7.10. Repairing cosmetic damage where the function of the **product** is unaffected including, but not limited to, dents, scratches, discolouration, colour of casings and rust;
- 7.11. 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;
- 7.12. 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;
- 7.13. Loss of stored information, including (but not limited to) any programmes, music or other data;
- 7.14. Any cost relating to the recompilation and/or reinstallation and/or retrieval of programmes, music or other data;
- 7.15. 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**;
- 7.16. If the **product** is not faulty but requires aerial upgrading;
- 7.17. Re-aligning of satellite dishes or any adjustment intended to be carried out by **you** and as described as such in the manufacturer's instruction and/or instruction guide;
- 7.18. Cost of modifying any cupboards or storage unit and work surface where the **product** is built-in, which have become obsolete upon provision to **you** of a replacement **product**;
- 7.19. Any damage caused by the **product** being used after any fault has been found;
- 7.20. Damage caused by chewing, scratching, tearing or fouling by animals or insects;
- 7.21. 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**
 - (iii) any action taken in controlling, preventing, suppressing or in any way relating to **war** or **terrorism**.

GENERAL CONDITIONS

8. Rights and Duties

- 8.1. The **policy** is not transferable to any other **person**.
- 8.2. The **policy** is not transferable to any other **product**, unless the **product** is replaced under the manufacturer's warranty.
- 8.3. If **we** have reasonable grounds to believe that **you** have provided **us** with false information the insurance will become void.
- 8.4. **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.
- 8.5. **You** must take reasonable care to protect **your product** from being **accidentally damaged**.
- 8.6. **You** must use and maintain **your product** in line with the manufacturer's instructions.
- 8.7. **You** must tell **us** about any changes that may affect the use of **your product** including but not limited to any changes or replacements resulting from a manufacturer's warranty **claim**.
- 8.8. **You** must pay **your premiums** as and when they become due.
- 8.9. **You** must adhere to the requirements in the **Claims** section in respect of how to make a **claim**.

9. Claims

9.1. Making a claim

- 9.1.1. **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. For larger **products** **we** may complete an assessment, repair or replacement in **your** home.
- 9.1.2. **You** must make the **claim** within 60 days of discovering the **accidental damage** or **breakdown**.
- 9.1.3. To submit **your claim** visit www.geekssquad.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**.

9.2. Handling claims

- 9.2.1. 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.
- 9.2.2. **You** will also be required to provide such information, documents or receipts reasonably necessary to support and/or verify **your claim**.
- 9.2.3. **You** may be required to provide information in writing and/or through a telephone interview with a **claims** investigator.
- 9.2.4. **We** may, 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.

10. Fraud

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

11. Cancellation

11.1. Cancellation of Your Policy by You

- 11.1.1. **You** have the right to cancel **your policy** within 45 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 **premiums** paid provided there has been no **claim** or incident likely to give rise to a **claim**.
- 11.1.2. **You** can still cancel **your policy** after the cancellation period outlined above. In this instance, if **you** pay **your premium** up front, **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.
- 11.1.3. If **you** cancel **your policy** and pay **premiums** by Direct Debit **you** will need to notify **your** bank to cancel this instruction.
- 11.1.4. **You** can cancel **your policy** online at www.geekssquad.co.uk/contact, by writing to **us** care of Geek Squad PO Box 358, Southampton SO30 2PJ or by calling 0800 458 6117 and notifying **us** of **your** wish to cancel.

11.2. Cancellation of Your Policy by Us

- 11.2.1. **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.
- 11.2.2. 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**.
- 11.2.3. 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**.

- 11.2.4. **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.
- 11.2.5. 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**.
- 11.2.6. **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 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 manufacturer's warranty claim where **The Carphone Warehouse** is notified and approves the exchange.
- 11.2.7. **We** may cancel this **policy** at any time by giving **you** at least 30 days' written notice.
- 11.2.8. If **we** cancel **your policy** and **you** pay **your premium** up front **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 premium**, or
 - you** have given false information or withheld relevant information.
- 11.2.9. If **we** cancel **your policy** and if **you** pay monthly premiums, **you** will not be entitled to any refund.

GENERAL INFORMATION

12. Communication

- 12.1. 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.geeksquad.co.uk/contact
- 12.2. 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.

13. Changes to this Agreement

- 13.1. 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:
- 13.1.1. **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
 - 13.1.2. Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
 - 13.1.3. Widely available economic information such as inflation rates and interest rates; and/or

- 13.1.4. 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.

- 13.2. **We** may, whether **you** pay monthly **premiums** or have paid **your premium** up front, at any time make changes to:
- 13.2.1. **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;
 - 13.2.2. **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;
 - 13.2.3. **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.

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

14. Data Protection

- 14.1. **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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. **We** or any of **our** appointed agents may use **your** information to keep **you** informed by post, telephone, facsimile, email, text 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

15. Other Information

- 15.1. Nobody but **you** and **us** can benefit from this **agreement** under the Contracts (Rights of Third Parties) Act 1999.
- 15.2. 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.

- 15.3. 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.
- 15.4. 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.
- 15.5. **We** may use third party organisations to provide any of the services under this **agreement** on **our** behalf.
- 15.6. 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.

16. Complaints

- 16.1. **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.
- 16.2. **What will happen if you complain?**
- 16.2.1. **We** will acknowledge **your** complaint within 5 working days.
- 16.2.2. **We** aim to resolve complaints following assessment and investigation, as quickly as possible.
- 16.2.3. 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.
- 16.3. **What to do should you be dissatisfied**
- 16.3.1. 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.geeksquad.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.
- 16.3.2. 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.
- 16.4. 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.

17. Financial Services Compensation Scheme

- 17.1. **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 our Website at 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 2142673 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;
- 2.1.3. to notify us immediately of any changes to the Personal Information through 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. If you subscribe to Services, we will give you prior notice of any withdrawal or modification of the Services or any changes to these Conditions. Where these changes are to your substantial detriment, you can choose to cancel any unused portion of the Services without penalty before any such changes take effect. Your continued subscription to the Services following such change taking effect shall be deemed to be your acceptance of such change.

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

B. PURCHASE OF SERVICES

3. Orders

- 3.1. The Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us, those who are residents in the United Kingdom and individuals who are over 16 years old.
- 3.2. To order the Services, you must provide your name, phone number, address, payment details and other requested information.
- 3.3. Your order will be treated as an offer to purchase the Services. The contract will only be completed when we commence the provision of the Services or when we take payment from you (which includes the debiting 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 at PO Box 358, 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 email, phone, SMS or MMS from time to time occasionally about products and services which the Best Buy Group and carefully selected third parties believe may be of interest to you.
- 6.12. You can make changes to your marketing preferences and/or correct or update any inaccurate or incomplete information at any time by calling us on 0800 458 6117 or alternatively, you can go online to www.geekssquad.co.uk/contact When you do this, it may take up to 28 days for such changes to take effect.
- 6.13. If you give us information about another person, you confirm they have given you permission to provide it to us and for us to be able to process their personal information. You must also confirm that you have told them who we are and the basis on which we will use their information.

C. GENERAL

7. Notices

- 7.1. You may send us notices under or in connection with these Conditions:
- 7.1.1. by post to The Carphone Warehouse Limited, Geek Squad, PO Box 358, Southampton SO30 2PJ; or
- 7.1.2. via our website at 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 from BT landlines. 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/contact; 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

The terms listed below shall have the following meaning:

"Connecting Devices" mean devices that are capable of being connected to your Equipment;

"Equipment" means the equipment that you purchased from us that has been specifically covered for the Support Services under the terms of this agreement. Equipment does not cover products classified as Portable Sound and Vision (as per the description in the Policy Type section on your Insurance Policy certificate) and the Technical Support Services are not available in respect of such products);

"Initial Cancellation Period" means the 14 day period running from the latter of the day you took out your Insurance Policy and the day on which you received your Insurance Policy documents;

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

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

"Support Services" mean the over-the-telephone technical assistance provided to you under the terms of this agreement in relation to your Equipment.

14. Requirements and Availability

- 14.1. The Support Services are only available for the Equipment that is covered under the terms of your Insurance Policy together with a maximum of two Connecting Devices. The Support Services are not available on products classified as Portable Sound and Vision (as per the description in the Policy Type section on your Insurance Policy certificate). Please note 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 applicable Connecting Device(s) and vice-versa.
- 14.2. The Support Services are subject to fair usage. We may cease or suspend your use of the Support Service if we have reason to believe that:
 - 14.2.1. you are using it over and above what is reasonable for this type of service; and/or
 - 14.2.2. that you are failing to take reasonable care of your Equipment.
- 14.3. You agree to follow our agents' reasonable instructions. This may include advice on how to handle your Equipment, instructions on the manner and frequency by which you switch it on and off and general instructions for use.
- 14.4. If you have anything stored on your Equipment, such as software and data, you must ensure that this has been fully backed up prior

to using the Support Services and you agree that it is your entire responsibility to do so.

- 14.5. 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).
- 14.8. You can access the Support Services by calling 0800 458 6117.

15. Remote Access Support

- 15.1. The Support Service may, on occasion and where possible to provide this service in relation to your Equipment and/or Connecting Device(s), include Remote Access Support. This service will however only be offered where we deem it suitable for your specific Equipment issue.

Where the provision of Remote Access Support is necessary, possible and suitable for your specific Equipment issue, you agree that our agents are entitled to access your Equipment and/or Connecting Device(s) remotely to provide you with the Support Services.

- 15.2. To use Remote Access Support, all the component parts must be fully working and your Equipment and Connecting Device(s) must be fully assembled and you must have access to and link your Equipment either to a Wi-Fi network or a fixed broadband connection with a bandwidth of 256 Kbits/Sec. Remote Access Support is not available over your mobile internet connection.

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.

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
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. 21116, 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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