

Geek Squad
Mobile

SECURITY AND SUPPORT FOR YOUR MOBILE WHEN YOU NEED US



Tech support partner of
The Carphone Warehouse

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WHAT TO DO IN AN EMERGENCY

If your mobile phone has been stolen or lost*, this is what you must do:

1. Tell your network provider within 24 hours
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 or loss* 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.



*Pay As You Go customers are not covered for loss.

WELCOME TO GEEK SQUAD YOUR MOBILE'S NEW BEST FRIEND

With mobile technology moving so fast it's hard to know everything about every phone, so 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, 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 phone. We'll get you started, give you ongoing support and do what we can to fix your phone if something goes wrong. Support, security and convenience – so you'll never have to worry again.

With mobiles having become an essential part of everyday life, it's more important than ever to know that they're working the best they can. And that should they develop a fault, get stolen or accidentally damaged – you're covered. That's why Geek Squad Max Mobile not only provides round-the-clock technology support through Geek Squad, but also offers you insurance cover from Aviva. Both of which are just a phone call away.



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

MAX MOBILE WHAT'S COVERED?

You have 30 days from purchasing your new phone from The Carphone Warehouse in which to take out a Geek Squad Max Mobile service plan, and there are different levels of cover available depending on the type of phone contract you have taken out.

So what can you expect as a Pay As You Go or Pay Monthly (also known as a Minimum Term Contract) customer?

INSURANCE

With a Max Mobile plan you are covered against:

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

Accidental Damage – If your mobile is accidentally damaged we'll try to repair it and if we can't, we'll replace it. No fuss

Loss – As a Pay Monthly customer, you will be covered for loss of your mobile

Breakdown – For any mechanical or electrical faults no longer covered by the manufacturer's warranty. And there's no excess to pay

Accessories Cover – Up to £300 cover for Pay Monthly customers and £50 cover for Pay As You Go customers on mobile accessories you buy at The Carphone Warehouse, to use with your phone

Worldwide Cover – Overseas insurance for up to 60 days after you leave the UK, and we'll repair or replace your mobile when you return home

Unauthorised Use – As a Pay Monthly customer, if your mobile is lost or stolen we'll cover unauthorised use up to £10,000.

Exclusions apply to all cover. For full terms and conditions see pages 12-18.

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



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.



TECHNICAL SUPPORT

Geek Squad Agents are on-hand to provide jargon-free technical support, 24 hours a day, 7 days a week. They can help you with all sorts of technical issues to do with your mobile, including:

Set-up – Everything you need to get started, from setting up email on your mobile to transferring contacts

Syncing – Connecting you to wireless networks or syncing your mobile to your computer

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

Software – All questions on pre-installed software or apps, answered

Data Transfer – Transferring data from another device to your mobile, such as putting all your favourite music from your computer onto your phone

Troubleshooting – We have the answers to all sorts of everyday questions, such as 'How do I set up email on my mobile?'

N.B. These are all the services included in Geek Squad Max Mobile. We also offer other services which may interest you, these may however carry an additional charge. For full details, refer to the Technical Support Terms and Conditions on pages 19-22.

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

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

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 claim (no excess on mechanical breakdown). Take a look at the costs table on page 8 for details
- Claims for unauthorised use on Pay As You Go tariffs
- Claims for loss on Pay As You Go tariffs
- Claims for theft or loss* unless as a customer you;
 - Tell your network provider within 24 hours of discovering the theft or loss*
 - Report the theft or loss* to the police within 48 hours of discovering the theft or loss* and get a crime/loss reference number
- Claims made if your mobile 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 resulting from events which occur more than 60 days after you leave the UK
- Mobile accessories not purchased at The Carphone Warehouse
- Anything covered under the manufacturer's warranty
- Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature
- Malicious damage to your mobile
- Loss of stored information such as music, video or photography.



Changing your mobile? Let us know by calling **0800 458 6117**.

*Pay As You Go customers are not covered for loss. For more information on exactly what's covered in your plan, see pages 12-18.

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 mobile phone 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 Max Mobile add up.

FEATURES & BENEFITS	GEEK SQUAD MAX MOBILE		AM I ALREADY COVERED?	
	PAY MONTHLY	PAY AS YOU GO	STANDARD HOME CONTENTS POLICY (OUT OF HOME)	PREMIUM BANK ACCOUNT*
INSURANCE				
Theft – Cover if your mobile is stolen	✓	✓	✗	✓
Accidental Damage – Through human fault	✓	✓	✗	✓
Loss – Cover if you lost your mobile	✓	✗	✗	✓
Breakdown** – Protection in case your product stops working	✓	✓	✗	SOME
Accessories – Insurance cover against any accessories bought from The Carphone Warehouse, for your product	£300	£50	✗	SOME
Worldwide Cover – For up to 60 days after you leave the UK	✓	✓	✗	✓
TECHNICAL SUPPORT				
24/7 Phone Support – Expert assistance and advice over the phone to help you enjoy your mobile to the full, including set-up, customisation and sync, consultation and data transfer	✓	✓	✗	✗
Remote Assistance – We can remotely link to your smartphone or Wi-Fi enabled phone and help you	✓	✓	✗	✗
Unlimited Backup – For music, photos, contacts etc	✓	✓	✗	✗
Loan Mobile – During insurance repairs (subject to availability)	✓	✓	✗	✗

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 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 5 leading banks offering Premium Bank accounts for a monthly fee. **Your Max Mobile 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 with 14 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 Geek Squad Max Mobile, 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 following. For Pay As You Go customers it depends on whether you choose to pay monthly or annually, and what it would cost to replace your mobile. For a Pay Monthly contract it depends on the purchase price of your mobile. Purchase prices are banded from 1 to 6, with Band 1 representing the cheapest and Band 6 the most expensive.



PRODUCT CATEGORY	BAND	1 YEAR PREMIUM	MONTHLY PREMIUM	EXCESS
Pay As You Go	1	£19.99	£1.99	£10.00
	2	£34.99	£2.99	£20.00
	3	£44.99	£3.99	£30.00
	4	£54.99	£4.99	£40.00
	5	£69.99	£5.99	£50.00
	6	£129.99	£10.99	£60.00
Pay Monthly	1	N/A	£3.99	£10.00
	2		£6.99	£20.00
	3		£7.99	£30.00
	4		£8.99	£40.00
	5		£11.99	£50.00
	6		£13.99	£60.00

You can choose to pay for your plan monthly by Direct Debit for a maximum of five years, or, for Pay As You Go tariffs, make a single payment for a full year. All premiums are inclusive of Insurance Premium Tax (IPT) at the applicable rate.

AIRTIME CONTRACT PROTECTION

THINK OF IT AS YOUR ESCAPE ROUTE

For just an **extra £2 per month** on your Geek Squad Max Mobile Pay Monthly service plan, Airtime Contract Protection (ACP) can be added allowing you to end your mobile network contract early. Geek Squad will pay off the line rental for the remainder of your contract term in one go.

To use the feature you must have held your contract for the minimum amount of time and paid all you network bills in full. How early you can 'get out' depends on the length of your contract.

LENGTH OF CONTRACT	MINIMUM TIME BEFORE YOU CAN LEAVE (NUMBER OF MONTHS YOU'VE PAID THE CONTRACT)
9 and 12 months	3 months
18 months	9 months
24 months	15 months

THINGS TO CONSIDER WHEN USING THE ACP FEATURE:

- If you use ACP to end your contract you will not be able to keep your mobile number
- You must pay £29.50 every time you use the feature
- You can only use ACP twice within any 12 month period
- You can't use the feature if you have claimed a replacement mobile in the previous six weeks.

For more information on ACP see page 22.

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 12-18 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 agreement 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, theft and loss (Pay Monthly plans only) starts from the date this policy is purchased.

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

If you pay your premium annually, cover continues for a period of 12 months from the date this policy was purchased. You will have the option to renew your policy on each anniversary of the date this policy was purchased, 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 (pages 14-15), 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**

Claims for loss are covered by Geek Squad Max Mobile Pay Monthly only

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

For full details on making a claim see page 15.



CANCELLING YOUR POLICY

You have the right to cancel your policy within 14 days of purchasing it. If you cancel your policy in this period you will be entitled to a full refund of the premium paid, provided there has been no claim or incident likely to give rise to a claim. You can still cancel your policy after the 14 day cooling off period. If you pay annual premiums you will be entitled to a pro-rata refund of the premium paid, calculated on the whole number of unexpired months remaining on the policy. If you pay monthly premiums you will not be entitled to any refund. For full details on cancelling your policy see page 16.

MAKING A COMPLAINT

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, call us on **0800 458 6117**. If you have complained to us and you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service. Following the complaints procedure does not affect your right to take legal action. For full details on our complaints procedure see pages 17-18.

CHANGES TO THIS AGREEMENT

During your period of cover, we may make changes to your premium, policy cover or terms and conditions of insurance. If we decide to make such a change, we will always write to you 30 days in advance. For full details, including reasons why we may make a change see page 17.

CONTACTING GEEK SQUAD

If you have any questions or would like to contact us to make a claim, complaint or to cancel your policy, please call **0800 458 6117** or **01708 609 120** 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 18.

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, theft and loss (Geek Squad Max Mobile PAYM customers only)**. 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 Mobile Insurance, **you** must:

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

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, theft or loss (Geek Squad Max Mobile PAYM customers only) claim**, as shown on **your certificate**;

Geek Squad Max Mobile PAYG

The version of the **policy** covering a Pay-as-you-go or a SIM free **product**, i.e. purchased independently of any contract for line rental having been entered into with a **network provider**. This type of **product** requires **you** either to purchase airtime credit (or 'top-ups') prior to use or to be used on a pre-existing air-time contract;

Geek Squad Max Mobile PAYM

The version of the **policy** covering a Pay Monthly **product**, i.e. a **product** purchased or otherwise obtained in conjunction with a contract with a **network provider** requiring **you** to pay a fixed amount of line rental every month;

Loss or Lost (Geek Squad Max Mobile PAYM customers only)

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

Network Provider

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

Other Relevant Authority

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

Policy

The Geek Squad Max Mobile insurance to which **you** subscribe (which will be either **Geek Squad Max Mobile PAYG** or **Geek Squad Max Mobile PAYM**), which is set out on **your certificate** and which is governed by the terms of this **agreement**;

Premium(s)

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

Product

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

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 Mobile PAYM customers only)

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

You, Your

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

War

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

We, Us, Our, Aviva

Aviva Insurance 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, theft and loss (Geek Squad Max Mobile PAYM customers only)** 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 or Loss

4.1. What is covered

- 4.1.1. **Your policy** provides cover for **theft** and, for **Geek Squad Max Mobile PAYM** customers only, **loss of your product** in and away from **your** home, anywhere in the world, subject to the provisions below and in the Worldwide Cover section.
- 4.1.2. Where **theft or loss** is covered, **we** will offer **you** a replacement product or other settlement. Please read the Replacement Product section for full details.

4.2. What is not covered

- 4.2.1. **Theft or loss of your product** if it is **stolen** or **lost**:
 - (i) from an **unattended** vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence); or
 - (ii) whilst left **unattended** in a public place, or a place which is easily accessible by people **you** do not know; or

- (iii) whilst left **unattended** in any other place, unless (a) the place is properly secured; and (b) despite the place being so secured, the **product is stolen** by a person who has entered that place unlawfully; or
 - (iv) having been given 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** or **loss claim** that **you** make.

5. Accessory Cover

5.1. What is covered

- 5.1.1. If **we** replace **your product**, **we** will also replace any **accessories** purchased from **The Carphone Warehouse** subject to the limits below, if they suffer **breakdown** or were **accidentally damaged, lost** or **stolen** at the same time as **your product** and **you** can supply **us** with the applicable receipts.
- 5.1.2. If **we** replace **your product** with a different make or model and this means that **you** can no longer use **your own accessories**, **we** will replace them with new accessories, subject to the limits below.
- 5.1.3. The value of the replacement accessories will not exceed the lower of:
 - (i) the retail price of **your accessories** which applies at the time of **your claim**, and
 - (ii) £50 for **Geek Squad Max Mobile PAYG** customers and £300 for **Geek Squad Max Mobile PAYM** customers.

5.2. What is not covered

- 5.2.1. 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) **lost** where the **product** they are used with is not **lost**; or
 - (v) **stolen**, where the **product** they are used with is not **stolen**; or
 - (vi) which suffer **breakdown**, where such **breakdown** is caused by the use of that accessory together with the **product** and where the accessory is not approved by the manufacturer of the **product**; or
 - (vii) **accidentally damaged**, where such damage is caused by the use of that accessory together with the **product** and where the accessory is not approved by the manufacturer of the **product**

6. Unauthorised Use (Geek Squad Max Mobile PAYM customers only)

6.1. What is covered

- 6.1.1. If **your product** is **lost** or **stolen**, subject to **your claim** for such **loss** or **theft** of **your product** being accepted by **us**, **we** will cover the costs of any **unauthorised use** subject to a limit of £10,000, such a limit to include any taxes or charges made by **your network provider**. **You** must provide **us** with an itemised bill from **your**

network provider which clearly shows the **unauthorised use** and the costs incurred. **We** may also request previous itemised bills from **you**. **You** must send **us** any bills **we** request within 60 days of discovering that **your product** has been **lost** or **stolen**.

6.2. What is not covered

- 6.2.1. 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 the **loss** or **theft** of **your product**.

7. Worldwide Cover

7.1. What is covered

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

7.2. What is not covered

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

8. Loan Mobile

- 8.1. If **your product** is **damaged** and **we** need to assess or repair it, **The Carphone Warehouse** may lend **you** a mobile phone for **you** to use (subject to stock and availability) until they have finished the assessment and/or repair. The loan mobile may be a different make or model from **your** original mobile and may not include the same features and functions. **The Carphone Warehouse** will own the loan mobile while **you** are using it, and **you** must return it to **The Carphone Warehouse** in good condition at the earlier of (i) within seven days of them telling **you** that **you** can collect **your** original or replacement mobile; or (ii) at the time when **you** collect **your** original or replacement mobile. The loan mobile will be covered by the same **policy** as **your** original **product** and **you** will be liable for any **theft, loss** or **damage** not covered by the **policy** while it is loaned to **you**.

- 8.2. **You** may have to pay a deposit to **The Carphone Warehouse** for any such loan mobile. If **you** fail to return the loan mobile within the seven day period, **The Carphone Warehouse** may:
 - 8.2.1. keep **your** deposit;
 - 8.2.2. charge **you** the SIM free price for that mobile as displayed by **The Carphone Warehouse** at the time of the **claim** for the mobile less any deposit paid. This will be to a maximum of £200; or
 - 8.2.3. sell **your** original **product** to recoup the value of the loan mobile. **The Carphone Warehouse** may only do so after giving **you** written notice that it intends to do so. If it does sell **your product** and the proceeds of the sale are greater than the amounts **you** owe **The Carphone Warehouse**, **The Carphone Warehouse** will pay **you** any remaining amount after taking off the cost of selling **your product**.

9. Replacement Product

- 9.1. 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:
 - 9.1.1. 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
- 9.1.2. 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**.

- 9.2. Any replacement product will come from stock **we** have available, which may be refurbished.
- 9.3. **We** will try and ensure that **you** keep **your** existing telephone number but if this is not possible because of the **network provider** or any other reason beyond **our** reasonable control, **your** replacement product will be connected to a new telephone number.
- 9.4. If **we** settle **your claim** and replace **your product**, the original **product** will become **our** property and where a **lost** or **stolen product** is subsequently recovered, that original **product** must be returned to **us**.

10. General Exclusions

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

- 10.1. Any **product**, including any **product** to which **you** upgrade, other than the **product** described on **your certificate**;
- 10.2. Any standard accessories supplied in the box with the **product** by the manufacturer, unless these accessories suffer **breakdown** or are **lost** (**Geek Squad Max Mobile PAYM** customers only), **accidentally damaged** or **stolen** at the same time as **your product**;
- 10.3. Anything covered under the manufacturer's warranty;
- 10.4. Replacement covered by a manufacturer's recall of the **product**;
- 10.5. Malicious damage to **your product**;
- 10.6. **Loss of your product** for **Geek Squad Max Mobile PAYG** customers;
- 10.7. Any instance where **you** are not a resident of the United Kingdom at the time that the **breakdown, accidental damage, theft** or **loss** occurred;
- 10.8. Damage caused by fire, flood, freeze, storm, lightning, explosion, escape of water or events of a similar nature;
- 10.9. 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;
- 10.10. Repairing cosmetic damage where the function of the **product** is unaffected including, but not limited to, dents, scratches, discolouration, colour of casings and rust;
- 10.11. 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;
- 10.12. 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;
- 10.13. Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications;
- 10.14. Any cost relating to the recompilation and/or re-installation and/or retrieval of data;
- 10.15. **Breakdown** or damage caused by non-hardware problems, including but not limited to software problems, data downloads, viruses, worms, spyware, adware or Trojan Horses;
- 10.16. **Loss** or **accidental damage** caused by any government or public authority confiscating **your product**;
- 10.17. **Breakdown, accidental damage, theft** or **loss** of battery chargers or batteries unless they suffered **breakdown**, were **accidentally damaged, stolen** or **lost** at the same time as **your product**;
- 10.18. Damage caused by chewing, scratching, tearing or fouling by animals or insects;

- 10.19. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (i) **war**;
 - (ii) **terrorism**; and/or
 - (iii) any action taken in controlling, preventing, suppressing or in any way relating to **war** or **terrorism**.

GENERAL CONDITIONS

11. Rights and Duties

- 11.1. The **policy** is not transferable to any other **person**.
- 11.2. 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**.
- 11.3. If **we** have reasonable grounds to believe that **you** have provided **us** with false information the insurance will become void.
- 11.4. **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.
- 11.5. **You** must take reasonable care to protect **your product** and its **accessories** from being **accidentally damaged, stolen** or **lost**.
- 11.6. **You** must use and maintain **your product** and **accessories** in line with the manufacturer's instructions.
- 11.7. **We** will continue to cover the **product** described on **your certificate** until **you** cancel **your policy**. If **you** cancel **your** airtime contract, **your policy** will not cancel automatically. Also, if **you** upgrade **your product**, cover will not transfer to **your new product**.
- 11.8. **You** must notify **us** of any changes or replacements resulting from a manufacturer's warranty **claim**.
- 11.9. **You** must pay **your premiums** as and when they become due.
- 11.10. **You** must adhere to the requirements in the Claims section in respect of how to make a **claim**.

12. Claims

- 12.1. **Making a claim:**
 - 12.1.1. If **your product** has been **lost** or **stolen**, **you** must report it to the police or **other relevant authority** within 48 hours of discovering such **loss** or **theft** and get a loss/crime reference number. **You** may be required to provide that reference number to substantiate **your claim**. If the police force **you** use doesn't issue loss/crime reference numbers, please call **us** on 0800 458 6117.
 - 12.1.2. If **your product** has been **lost** or **stolen**, **you** must report it to the **network provider** within 24 hours of discovering such **loss** or **theft** and arrange for the line to be barred.
 - 12.1.3. **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.
 - 12.1.4. **You** must make the **claim** within 60 days of discovering the **accidental damage, breakdown, loss**, or **theft**.
 - 12.1.5. 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**.

12.2. Handling claims

- 12.2.1. 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.
- 12.2.2. **You** will also be required to provide such information, documents or receipts reasonably necessary to support and/or verify **your claim**.
- 12.2.3. **You** may be required to provide information in writing and/or through a telephone interview with a **claims** investigator.
- 12.2.4. **We** may contact **your network provider** and/or the police to confirm that **you** have reported the **loss** or **theft** to them.
- 12.2.5. **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.

13. Fraud

- 13.1. 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**.

14. Cancellation

14.1. Cancellation of Your Policy by You

- 14.1.1. **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**.
- 14.1.2. **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.
- 14.1.3. If **you** cancel **your policy** and pay **premiums** by Direct Debit **you** will need to notify **your** bank to cancel this instruction.
- 14.1.4. **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.

14.2. Cancellation of Your Policy by Us

- 14.2.1. **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.

- 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**.
- 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**.

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

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

- 14.2.4. **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.

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

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

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

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

GENERAL INFORMATION

15. Communication

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

address **you** give **us** from time to time. Notice by email from **you** to **us** must be sent via www.geekssquad.co.uk/contact.

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

16. Changes to this Agreement

- 16.1. If **you** have paid **premium** for a full year in advance then **we** may propose changes to **your policy** at the time of renewal of **your policy**, including changes to **your premium** and/or **policy** cover and/or terms and conditions of insurance.
- 16.2. If **you** pay monthly **premiums**, **we** may after taking a fair and reasonable view and no more than once in any 6 month period, make changes to **your premiums** and/or **policy** cover and/or terms and conditions of insurance, to reflect changes in **our** expectations of the future cost of providing cover. **Premiums** and/or **policy** cover may go up or down but will not recoup past losses.
- When doing so **we** will only consider one or more of the following:
- 16.2.1. **Our** experience and expectations of the cost of providing this insurance and/or other **Aviva** insurance of a similar nature;
- 16.2.2. Information reasonably available to **us** on the actual and expected experience of underwriters of similar types of insurance;
- 16.2.3. Widely available economic information such as inflation rates and interest rates; and/or
- 16.2.4. The cost of administering **your policy**.
- Any change made under this section will be notified to **you** in writing at least 30 days in advance.

- 16.3. **We** may, whether **you** pay monthly **premiums** or have paid **premium** for a full year in advance, at any time make changes to:
- 16.3.1. **your premiums** and/or **policy** cover and/or terms and conditions of insurance to reflect changes (affecting **us** or **your policy**) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
- 16.3.2. **your policy** cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply; and/or
- 16.3.3. **your policy** cover and/or terms and conditions of insurance, in order to make them clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

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

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

17. Data Protection

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

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

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

- 17.4. Please note that **your** information may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it. If **you** would like **us** to tell **you** what information **we** hold about **you**, please write to **us** care of Geek Squad at 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.

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

- 17.6. **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.

18. Other Information

- 18.1. Nobody but **you** and **us** can benefit from this **agreement** under the Contracts (Rights of Third Parties) Act 1999.
- 18.2. If either **you** or **we** cannot do what **we** have promised under the terms of this **agreement** because of something beyond **our** reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom **we** are not responsible (including other telecommunication providers), or acts of local or central Government or other competent authorities, such party will not be liable for this.
- 18.3. If **you** break any of the terms of this **agreement**, and **we** choose to overlook it, **we** may still cancel this **agreement** if **you** break its terms again.
- 18.4. Each of the terms of this **agreement** is separate from the others. If one part of a term is not valid, the rest of the **agreement** still applies.
- 18.5. **We** may use third party organisations to provide any of the services under this **agreement** on **our** behalf.
- 18.6. Calls 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.

19. Complaints

- 19.1. **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**

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feedback. **We** will record and analyse **your** complaint to make sure that **we** continually improve the service **we** offer.

19.2. What will happen if you complain?

- 19.2.1. **We** will acknowledge **your** complaint within 5 working days.
- 19.2.2. **We** aim to resolve complaints following assessment and investigation, as quickly as possible.
- 19.2.3. Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

19.3. What to do should you be dissatisfied

- 19.3.1. 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.
- 19.3.2. 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.

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

20. Financial Services Compensation Scheme

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

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.geeksquad.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.geeksquad.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 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 458 6117** or alternatively, you can go online to **www.geeksquad.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.geeksquad.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:

"ACP" means the Airtime Contract Plan;

"Airtime Contract" means the contract entered into between you and the company to which your Equipment is connected, and that you pay for network services;

"Connecting Devices" mean devices that are capable of being connected to your Equipment, such as your computer;

"Equipment" means the equipment that you purchased from us that has been specifically covered for the Support Services under the terms of this agreement;

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

"Remote Support Service" means the service provided on smartphones 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 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 such Connecting Devices in relation to which we are capable of offering support. 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. We are further only able to offer you advice in relation to the settings on your Equipment and not in relation to any settings or other changes required on your Connecting Devices.
- 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.

15. Data and Software Backup

- 15.1. 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).
- 15.2. 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 15.1 above, to back-up all data, software, information and other files that are stored on any and all disks and drives you may have.
- 15.3. 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).
- 15.4. You can access the Support Services by calling **0800 458 6117**.

16. Remote Access Support

- 16.1. The Support Service includes Remote Access Support only where your Equipment consists of a smartphone and Remote Access Support will be used only where we deem it suitable for your specific Equipment issue.
- 16.2. Where we deem that Remote Access Support is suitable for your specific Equipment issue, you agree that our agents are entitled to access your Equipment remotely to provide you with the Support Services.
- 16.3. To use Remote Access Support, all the component parts of your Equipment must be fully working and your Equipment must be fully assembled and you must have access to and link your phone to a Wi-Fi network in order to avail yourself of the Remote Access Support. Remote Access Support is not available over your mobile internet connection.

17. Online Backup

- 17.1. For the term of this agreement, you will be entitled to our online backup services provided by our third party partner 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.
- 17.2. The Support Services and backup services are subject to fair usage. We and/or our third party partner may cease or suspend your use of these services if we have reason to believe that you are using it over and above what is reasonable for these types of services.

- 17.3. 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.
- 17.4. You may cancel your agreement with our third party partner for the online backup 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.
- 18. ACP**
- 18.1. If you have been offered and signed up to the ACP feature and you want to end your Airtime Contract prior to the end of its minimum term, we will settle any outstanding sums that become payable under your Airtime Contract solely due to your cancellation of that Airtime Contract prior to the end of its minimum term subject to the terms of this agreement and in particular this clause 18.
- 18.2. You must pay a surcharge of £29.50 each time you use the ACP feature.
- 18.3. If you make use of the ACP feature, you will not be able to keep your telephone number, which may be allocated to someone else.
- 18.4. In order to utilise the ACP feature, you must:
- 18.4.1. have made all the payments due:
- (i) under the terms of your Insurance Policy and this agreement; and
 - (ii) under your Airtime Contract up until the date you notify us you wish to use the ACP feature.
- 18.4.2. advise a sales consultant in one of our stores that you want to end your Airtime Contract and provide them with your Equipment (which must be in full working order) together with your SIM card, which you will be unable to keep. You must allow us to take over your rights and responsibilities under the Airtime Contract and you must provide us with all the information, documents and help we may reasonably require from you in order for us to do so.
- 18.5. Without prejudice to clause 18.6 below, you must have held your Airtime Contract for the following minimum periods prior to be able to use the ACP feature in relation to your cancellation:
- 18.5.1. for a 9 or 12 month minimum term Airtime Contract, you must have held your Airtime Contract for a minimum 3 months;
- 18.5.2. for a 18 month minimum term Airtime Contract, you must have held your Airtime Contract for a minimum 9 months;
- 18.5.3. for a 24 month minimum term Airtime Contract you must have held your Airtime Contract for a minimum 15 months; and
- 18.5.4. for a 36 month minimum term Airtime Contract you must have held your Airtime Contract for a minimum 27 months.
- 18.6. You cannot use the ACP feature:
- 18.6.1. if you have claimed any replacement Equipment under your Insurance Policy at any times in the past 6 weeks;
- 18.6.2. if this agreement or your Insurance Policy has been cancelled or terminated for any reason; or

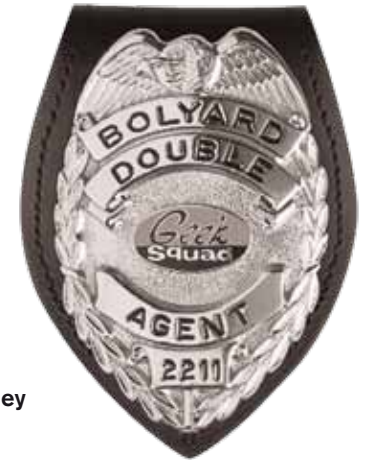
- 18.6.3. more than twice in any 12-month period. This applies where you have already used the ACP feature, whether supplied under the terms of this agreement/Insurance Policy or under the terms of a different agreement/Insurance Policy, more than once in the preceding 12 months.

19. Cancellation

- 19.1. 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.

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.



FRAUD MAKE SURE YOU'RE PROTECTED

There's only one Geek Squad, so we'd like you to be safe from fraudsters who try to pass themselves off as us to sell you bogus insurance. Not only are they annoying, they are acting illegally.

HERE ARE A FEW TIPS TO HELP YOU AVOID THIS KIND OF FRAUD:

- To start with, remember we won't try to sell you the same insurance twice
- If someone calls, ask them to confirm your customer reference number (from your insurance certificate). If the number they quote doesn't match the one you received from us, they're probably fraudsters
- Never, ever give out your credit card or bank details
- Call us on **0800 458 6117** and we'll give you advice about how to report the caller to Trading Standards.

HOW WE DEAL WITH FRAUDULENT CLAIMS

Did you know that fake claims add £40 to the average annual cost of all insurance?*

That's why we're working hard to beat the cheats and keep the cost of premiums down for you. We take serious measures – including contacting the police – to deal with any suspected fraudulent claims.

Call 0800 458 6117 or 01708 609 120.

*Source: Association of British Insurers – April 16, 2009.

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.



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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.