

# INSURANCE AND SUPPORT TO AVOID TABLET TROUBLES.

**GEEK SQUAD  
TABLET**



*HAVE NO FEAR, HELP IS HERE.*

*OUR GEEK SQUAD AGENTS ARE READY TO PROTECT YOUR NEW  
TABLET WITH INSURANCE COVER AND EXPERT TECHNICAL ADVICE*

**0800 458 6117**  
[www.geeksquad.co.uk](http://www.geeksquad.co.uk)



Protect & Support partner of  
**Carphone Warehouse**



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# OUR PLEDGE TO PROTECT YOUR TABLET



Welcome to Geek Squad Tablet – Insurance and Support for your shiny new tablet. Standing by in Carphone Warehouse stores across the country, on call 24/7 for tech support, or providing jargon-free advice and handy tips online, our highly trained Agents are here to help you get the most out of your gadgets. Day or night, our mighty Agents are ready to help answer your technical cries for help.

With two levels of cover to suit your needs, you can also choose the right protection for your new tablet against damage, theft or loss\*. With our insurance, there's a simple claims process where you won't have to fill in any confusing paper forms. You can simply call our UK contact centre to process your claim or pop into your nearest Carphone Warehouse store where we can help. Find your nearest store at [www.carphonewarehouse.co.uk/storelocator](http://www.carphonewarehouse.co.uk/storelocator)

And to keep your information protected, we'll even help you install an app\*\* so if your tablet ends up in the wrong hands, you can lock it or wipe it remotely and safeguard your personal details.

## WHAT WE COVER\*\*\*

### TABLET LITE

- ACCIDENTAL DAMAGE
- BREAKDOWN
- WORLDWIDE COVER
- TECHNICAL SUPPORT

### TABLET COMPLETE

- ACCIDENTAL DAMAGE
- BREAKDOWN
- WORLDWIDE COVER
- LOSS AND THEFT
- UNAUTHORISED USE
- TECHNICAL SUPPORT

\*Theft and loss cover is for **Tablet Complete** insurance policies only.

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

\*\*\*Exclusions apply. For more detailed information please see pages 10 and 11.

## OUR KEY PROMISES

1. **A SIMPLE AND EASY CLAIMS PROCESS**
2. **AN APP TO PROTECT THE PERSONAL DETAILS ON YOUR TABLET**
3. **UNLIMITED TELEPHONE TECH SUPPORT 24/7, 365 DAYS A YEAR**

After a few days with your new tablet, you'll wonder how you ever coped without it. But with great technology comes great responsibility and sadly, sometimes there's a chance of things coming to a sticky end.

So if something happens to your tablet, never fear, we're here to save the day with our great protection, taking care of claims with no fuss.



### 1. A SIMPLE AND EASY CLAIMS PROCESS

We're ultra speedy as we aim to make claims decisions immediately, there's even no paperwork to fill out. More complicated claims, where further information is needed, are usually decided upon within 72 hours. Any claim can be made over the phone **0800 458 6117\*** or pop into your local Carphone Warehouse store where we can help, visit [www.carphonewarehouse.com/storelocator](http://www.carphonewarehouse.com/storelocator) for your nearest store.

### 2. AN APP TO PROTECT THE PERSONAL DETAILS ON YOUR PHONE\*\*

To help you take care of your new tablet and reassure you that you will get the most appropriate level of protection possible, we'll send you a link to download a clever little app\*\*. Then if your tablet falls into the wrong hands, you'll be able to locate and lock it remotely, as well as wiping your personal information.

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

### 3. UNLIMITED TELEPHONE TECH SUPPORT 24/7, 365 DAYS A YEAR

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

Our Agents are experts in creating a dynamic duo between your tablet and smartphone. They are on hand 24/7 to help you transfer your files such as photos, emails and contacts to name a few.

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

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

# TAKE A LOOK INSIDE YOUR COVER

Your new tablet is the greatest sidekick you could ask for, so it's worth getting the best cover possible. We have two plans to offer you the right protection – all you have to do is choose the one that works best for you.

- Our **TABLET LITE** plan provides you cover in the event of accidental damage and breakdown. So if you accidentally drop or damage your tablet we are on hand to help. Plus, you get 24/7 telephone support.
- Our **TABLET COMPLETE** plan covers you for theft, loss, accidental damage and breakdown if the unthinkable happens. It doesn't stop there, with 24/7 telephone support our Agents are on hand to defeat any tech troubles.

GEEK SQUAD TABLET		
INSURANCE	TABLET LITE	TABLET COMPLETE
Theft	X	✓
Loss	X	✓
Accidental damage	✓	✓
Liquid damage	✓	✓
Breakdown (out of warranty)	✓	✓
Accessory cover	£300	£300
Worldwide cover	✓	✓
Cover for unauthorised use (for 3G and 4G connected devices)	X	£10,000
Excess	£5-£60	£5-£60
TECHNICAL SUPPORT		
Telephone support	✓	✓
Remote assistance*	✓	✓
Tablet security - remotely locate, lock, block or wipe the information on your device if necessary*	✓	✓

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

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

# YOUR PROTECTION PRICING PLAN



PRODUCT CATEGORY	BAND	MONTHLY PREMIUM	EXCESS	ANNUAL PREMIUM
TABLET LITE	1	-	£5	£19.99
	2	£2.99	£10	£29.99
	3	£4.99	£10	£49.99
	4	£5.99	£20	£59.99
	5	£6.49	£30	£69.99
	6	£6.99	£40	£79.99
	7	£7.49	£40	£84.99
	8	£8.49	£50	£89.99
	9	£9.99	£60	£99.99
	10	£12.49	£60	£129.99
TABLET COMPLETE	1	-	£10	£34.99
	2	£4.49	£20	£44.99
	3	£6.49	£20	£64.99
	4	£7.49	£30	£79.99
	5	£7.99	£40	£89.99
	6	£10.49	£40	£119.99
	7	£10.99	£50	£129.99
	8	£11.99	£50	£139.99
	9	£13.49	£60	£159.99
	10	£15.99	£60	£179.99




## MULTI INSURANCE DISCOUNT

Ask a consultant about policy discounts that may be available to you when you purchase multiple devices at the same time.

But don't hang about, this offer (where available) is only valid within the first 30 days of your insurance policy. Simply call an Agent on **0800 458 6117\*\*** to sign up or find out more.

# WHEN YOU NEED HELP, CONTACT AN AGENT



	VISIT	CALL	ONLINE
	 <p>Find your nearest Carphone Warehouse at <a href="http://www.carphonewarehouse.com/storelocator">www.carphonewarehouse.com/storelocator</a></p>	 <p>To speak to us about your policy or to make a claim call us on 0800 458 6117* or 01708 609 120 Lines are open between Monday to Friday: 8am-8pm Saturday: 9am-6pm Sunday: 10am-5pm</p>	 <p>Go online to <a href="http://www.geeksquad.co.uk/contact">www.geeksquad.co.uk/contact</a></p>
<p><b>THEFT &amp; LOSS**</b> Report the theft or loss to your network within 24 hours of the incident. For theft claims, obtain a Crime Reference Number by reporting it to the police.</p>	✓	✓	✗
<p><b>DAMAGE</b> Geek Squad are here to assess the level of damage to your tablet.</p>	✓	✓	✗
<p><b>BREAKDOWN</b> Check that your manufacturer's warranty has expired.</p>	✓	✓	✗
<p><b>24/7 TECH SUPPORT</b> Visit selected stores or call us day or night on: 0800 458 6117* or 01708 609 120</p>	Over 100 locations nationwide. Find your nearest store: <a href="http://www.carphonewarehouse.com/storelocator">www.carphonewarehouse.com/storelocator</a>	✓	✓

## KEEP IN TOUCH

To make sure you have all the cover you need, please let us know if you change or sell your tablet, or if you change your address or bank details. Full information on changes we need to know about and cancelling your policy can be found on pages 17-18 of this booklet.

If you decide you'd like to end your policy, please call or email us, as we cannot do this in store.

\*If you are calling from a mobile or abroad call 01708 609 120.

\*\*Theft and Loss cover is for **Tablet Complete** insurance policies only.

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

Here at Geek Squad we like nothing more than to keep you protected at all times. Unfortunately, some companies use our name to try and sell you bogus insurance. However, we're here to keep you protected from their villainous ways.

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

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



## WHAT'S COVERED



Once you take out Geek Squad insurance and tech support you're covered for all sorts of exciting things. However, there are some exceptions, so please refer to the page opposite and the full Terms and Conditions on pages 14-23 for further information.

### TABLET LITE

Cover included with your policy:

- Accidental damage, including liquid damage that affects how the tablet works.
- Breakdown of your tablet after the manufacturer's warranty expires.
- Cover for any accessories purchased with your tablet from Carphone Warehouse up to £300.
- Worldwide cover for journeys outside the UK for less than 60 consecutive days.
- 24/7 expert technical assistance and advice over the phone to help with set up, customisation and sync, consultation, data transfer and troubleshooting.
- Technical support in-store at over 100 locations to help with set up, customisation and sync, consultation, data transfer and troubleshooting.
- Remote assistance - linking to your tablet to fix problems remotely\*.
- Tablet security\* - remotely locate, lock, or wipe the information on your device if necessary.

### TABLET COMPLETE

Tablet Complete includes all of the above and these additional extras:

- Theft of your tablet.
- Accidental loss of your tablet.
- Unauthorised use cover up to £10,000 on 3G and 4G connected tablets. You must have notified your network provider within 24 hours of discovering the incident.

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

## WHAT'S NOT COVERED



There are some instances when our superheroes will be unable to come to your rescue.

Please see the below details of what's not included in both your Geek Squad Tablet Complete and Lite policy:

- The excess you need to pay towards any claim (no excess on breakdown).
- Any claim when you have not paid your premiums.
- Loss of stored information such as music, video or photos.
- Any claim made more than 60 days after discovering the incident.

### TABLET LITE

Our Tablet Lite policy also has these exclusions:

- Claims for theft, loss or unauthorised use

### TABLET COMPLETE

Our Tablet Complete policy also has these exclusions:

- Any claim for theft or loss that occurs whilst the user has deliberately left the tablet unattended and unsecured.

Other exclusions apply to Tablet Lite and Tablet Complete, please refer to the terms and conditions on pages 14-23 for full details.

## HELPFUL INFORMATION AT A GLANCE



For full terms and conditions for your insurance policy, please refer to pages 14-19 of this booklet. For tech support terms and conditions, please refer to pages 20-23.

Remember you have 30 days from purchasing your new tablet from Carphone Warehouse in which to take out a Geek Squad Tablet protection plan.

### NAME OF INSURER

Aviva Insurance Limited underwrites your insurance policy. When you take out your Geek Squad plan, you enter into two agreements: one with Aviva for your insurance and one with Carphone Warehouse for Geek Squad Tech Support Solo. If one of these agreements is terminated, the other will automatically be terminated.

### PERIOD OF COVER

Your period of cover for accidental damage, theft and loss\* (Tablet Complete only) starts from the date this policy is purchased. Your period of cover for breakdown starts from the date the manufacturer's warranty expires.

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 for this device on each anniversary of the date this policy was purchased, up to a maximum term of five years, after which your cover will cease.

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

Upon replacement of your tablet as per the Replacement Tablet section (page 16), cover continues on the same basis as prior to replacement.

### MAKING A CLAIM

If you need to make a claim, simply call our UK contact centre on **0800 458 6117\*\*** or **01708 609 120** between 8am-8pm Monday to Friday, 9am-6pm on Saturday and 10am-5pm on Sunday. Alternatively, please visit us in-store where we can help you make your claim. You need to let us know within 60 days of discovering the incident.

Remember for unauthorised use (Tablet Complete only) claims you must contact your network provider within 24 hours of discovering the theft.

### CANCELLING YOUR POLICY

You have the right to cancel your policy within 14 days of purchasing it. If you cancel your policy during this period you will be entitled to a full refund of the premium paid, provided there has been no claim or an 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 number of whole unexpired months remaining on the policy. If you pay monthly premiums you will not be entitled to any refund and cover will cease at the end of the month we were notified. For full details on cancelling your policy see pages 17-18.

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

### MAKING A COMPLAINT

We hope that you will be very happy with the service that we provide. However, if you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting us on **0800 458 6117\*\*** or **01708 609 120**, or in writing either via the Geek Squad website at [www.geeksquad.co.uk/contact](http://www.geeksquad.co.uk/contact) or by letter addressed to **Geek Squad, PO Box 358, Southampton SO30 2PJ**.

If you have complained to us and you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service. Following the complaints procedure does not affect your right to take legal action. For full details on our complaints procedure see page 19.

### 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 18.

### LARGE PRINT, AUDIO AND BRAILLE

This protection 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 19.

\*Theft, loss and unauthorised use available on Tablet Complete only.

\*\*If you are calling from a mobile or abroad call 01708 609 120.

# INSURANCE TERMS & CONDITIONS - GEEK SQUAD TABLET

When **you** take out **your** Geek Squad Tablet product, **you** enter into two agreements: one with **Aviva** for **your** insurance policy and one with **Carphone Warehouse** for Geek Squad Technical Support. If one of these agreements is terminated, the other will automatically be terminated. Where cancellation periods shown in the Insurance terms and conditions differ from the cancellation period shown in the Technical Support terms and conditions contained here, the longer period of cancellation shall apply.

## 1. INTRODUCTION

These are the terms and conditions of **your** Geek Squad Tablet Insurance. **We**, Aviva Insurance Limited, underwrite this policy. These terms and conditions give **you** full details of what is covered, what is not covered and the limits and conditions that apply.

Whilst **Carphone Warehouse** have chosen **us** to be the insurer of this policy, and **we** will remain liable to **you** under these terms and conditions, members of The **Carphone Warehouse** Group will help **us** administer **your** policy and deal with claims.

If **you** need to make any changes to **your** policy, make a claim or just have a question, please call Geek Squad on 0800 458 6117.

## 2. POLICY DEFINITIONS

Some of the words and phrases in this policy have specific meanings. When the words and phrases are printed in **bold**, these specific meanings apply, rather than their usual, everyday meanings.

### Accessory / Accessories

Any standard accessories which are supplied along with **your tablet** by the manufacturer and any additional item(s) purchased from **Carphone Warehouse** to be used specifically with **your tablet**;

### Breakdown

Failure of **your tablet** to operate due to an internal electrical or mechanical fault happening after the date the manufacturer's warranty expires;

### 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;

### Certificate

The Geek Squad Tablet Protection Plan Certificate issued by Geek Squad on behalf of **Aviva** which forms part of **your** policy;

### Damage

Accidental damage, including liquid and screen damage caused by a sudden and unexpected event, or malicious damage caused by someone other than a **user**, that affects how the **tablet** works;

### Incident

The single circumstance which causes a claim for **damage**, theft, **loss** or **breakdown** to be made under **your** policy;

### Loss or Lost

The accidental loss of the **tablet** by the **user**;

### Network provider

If **your tablet** is 3G or 4G enabled, the company to which **your tablet** 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;

### Premium(s)

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

### Tablet

The item covered by **your** policy as described on **your certificate**, or any replacement tablet provided by **us**, in connection with a claim made under **your** policy;

### UK

England, Scotland, Wales and Northern Ireland; including the Isle of Man and the Channel Islands;

### Unauthorised Use

Calls, data downloads, emails, internet usage, MMS messages and SMS messages made or sent following theft or **loss** of **your tablet**;

### User

**You** or any person known to **you** who has been given **your** permission to use the **tablet** and who is using it at the time of the **incident** leading to a claim;

### We, Us, Our, Aviva

Aviva Insurance Limited, a company registered in Scotland, registered number 2116 with registered office at Pitheavlis, Perth PH2 0NH and any agent we appoint. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Firm Reference Number 202153;

### You, Your

The person or company whose name appears on the **certificate**.

## 3. ELIGIBILITY

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

- a. be resident in the **UK**; and
- b. be aged 16 years or over.

In the case of a business, the registered office or principal place of business must be situated in the **UK**.

## 4. THE CONTRACT OF INSURANCE

### Contract of Insurance

1. These terms and conditions and **your certificate** form the contract of insurance between **you** and **us**. Please read them and keep them safe.
2. In return for **you** paying **your premiums**, **we** will provide the cover shown in these terms and conditions for **your tablet** during the period of cover.
3. **Our** provision of cover under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions set out in the contract of insurance.

## Choice of Law

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

- a. **you** and **we** agree otherwise; or
- b. 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 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.

## 5. COVER

### Period of Cover

1. **Your** policy start date is shown on **your certificate**. Cover for **damage** and, if applicable, theft and **loss** cover, will begin on the policy start date. Cover for **breakdown** will begin when **your** manufacturer's warranty expires.
2. If **you** pay **your premium** annually, cover continues for a period of 12 months from the date **your** policy started. **You** will have the option to renew **your** policy on each anniversary of this date, subject to a maximum term of 5 years, unless it is cancelled by **you** or **us** before then.
3. If **you** pay **your premiums** monthly, **your** policy will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by **you** or **us** before then.
4. If **we** replace **your tablet**, cover will continue on the same basis as prior to the replacement.

### Tablet

There are two separate versions of the Geek Squad Tablet Insurance; Lite and Complete:

#### Geek Squad Tablet Lite

This version of the policy insures **your tablet** against **damage** and **breakdown**.

#### Geek Squad Tablet Complete

This version of the policy insures **your tablet** against **damage**, theft, **loss** and **breakdown**.

The version **you** have chosen to provide cover for **your tablet** is shown on **your certificate**. The insurance will be provided during the period of cover, subject to the terms and conditions of this policy.

Where **damage** or **breakdown** is covered **we** will repair or replace **your tablet**. Where theft or **loss** is covered **we** will replace **your tablet**. See the 'Replacement Tablet' section for full details.

### Accessories

**We** will replace **your accessories** if:

- a. **we** replace **your tablet** and the **accessories** were **damaged**, stolen or **lost** in the same **incident** as the **tablet**; or
- b. **we** replace **your tablet** with a different make or model and this means that **you** can no longer use **your** existing **accessories**.

Before **we** can replace **your accessories**, **you** must provide **us** with proof of purchase for the **accessories**.

**We** will replace **your accessories** up to a limit of £300 per claim.

### What is Not Covered

1. Any claim for **damage** caused by general wear and tear, scratching or any other type of damage that does not affect how the **tablet** works, i.e. cosmetic damage.
2. Any claim for **breakdown** or **damage** due to:
  - a. failure to follow the manufacturer's instructions and/or installation guide;
  - b. non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware or Trojan Horses;
  - c. use of **accessories** which are not approved by the manufacturer of the tablet;
  - d. faults in any external electrical supply/connection;
  - e. maintenance, repairs and/or any process of cleaning and/or restoring (unless **we** carried out the repair or restoration as a consequence of a claim which **you** made under this policy);
  - f. any issue that is covered under the manufacturer's warranty.
3. Any claim for theft from an unattended vehicle unless:
  - a. **you** have Geek Squad Complete cover shown on **your certificate**; and
  - b. the **tablet** has been concealed in a locked boot, luggage compartment or closed glove compartment; and
  - c. the vehicle was securely locked and broken into by using force and/or violence;
4. Any claim for theft or **loss**:
  - a. if **you** do not have Geek Squad Complete cover shown on **your certificate**;
  - b. that occurs whilst the **user** has deliberately left the **tablet** unattended and unsecured.

By unattended, **we** mean the **tablet** is left, out of arm's reach, with no one known to the **user**, paying attention to, looking after or watching the **tablet**.

By unsecured **we** mean the **tablet** is left in a place where it can be easily picked up by a person the **user** does not know, without them having to use force and/or violence, except:-

1. where the **tablet** is in the private residence of the **user** or somebody known to the **user**, whilst the **user** is also present in that private residence at the time; or
  2. where the **tablet** is in the workplace of the **user** and the **user** has taken reasonable steps to ensure the **tablet** is not in plain sight.
5. Anything mentioned in the General Exclusions section.

### Unauthorised Use (Geek Squad Complete Policies Only)

If **your tablet** is **lost** or stolen, and **your** claim for such **loss** or theft is accepted by **us**, **we** will cover the costs of any **unauthorised use** subject to a limit of £10,000. This limit includes any taxes or charges made by **your network provider**.

For us to pay any **unauthorised use** costs **you** must:

- a. have Geek Squad Complete cover;

- b. notify **your network provider** of the **loss** or theft within 24 hours of discovering it. (They will block **your SIM card** so it can no longer be used); and
- c. provide us with:
  1. an itemised bill from **your network provider** which clearly shows the **unauthorised use** and the costs incurred on **your** pay monthly contract. **We** may also request previous itemised bills from **you**; or
  2. if **you** have a pay as **you** go arrangement, **you** must provide evidence from **your network provider** of the credit available at the time of the **loss** or theft, or proof of **your** most recent top ups.

### Worldwide Cover

This policy provides the same level of cover wherever the **user** is in the **world** provided they have not been outside of the **UK** for more than 60 consecutive days. If an **incident** occurs while the **user** is abroad, we will not repair or replace **your tablet** until the **user** returns to the **UK**.

### Replacement Tablet

1. If we replace **your tablet**, where possible, we will replace it with the same make and model as **your** original **tablet**. However, where this is not possible we will either:
  - a. provide an alternative replacement **tablet** which may be a different colour, model or from a different manufacturer. This may mean the features and functions will vary slightly, but the replacement will be of an equivalent specification to **your** original **tablet**; or
  - b. offer **you** a settlement in the form of vouchers or cash, for an amount not exceeding the retail price of **your tablet** which applies at the time of **your** claim.
2. Any replacement **tablet** will come from new or refurbished stock we have available. It will not include any stored information **you** had added to **your** original **tablet**, including (but not limited to) any data, downloads, videos, music and applications. This may also apply if **your tablet** is repaired.
3. If we settle **your** claim and replace **your tablet**, the original **tablet** will become **our** property. Where a **lost** or **stolen tablet** is subsequently recovered, **you** may keep the replacement **tablet** we provided **you** with, but the recovered **tablet** must be returned to us.

### 6. EXCESS

We will not pay the first part of any claim for **damage**, theft or **loss**. This is known as the excess and we will collect it from **you** before replacing the **tablet**, or after repairing it. The excess for each successful claim is shown on **your certificate**. There is no excess to be paid on a claim for **breakdown**.

### 7. GENERAL EXCLUSIONS

**These exclusions apply to the whole** policy

This policy does not provide cover for:

1. Any **incident** that occurred before the start date of this policy;
2. Any claim resulting from a manufacturer's defect or recall of the **tablet**;

3. Any loss arising as a result of being unable to use the **tablet** or any loss that is not the direct result of the insured **incident** itself;
4. Any costs associated with cleaning, servicing, inspection or any adjustments of the **tablet**, 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;
5. Any claim if the **tablet** has been modified with technical enhancements or repaired by someone other than the manufacturer or one of its authorised repair agents. If the **tablet** has been modified cosmetically the **tablet** will be covered but not the cosmetic enhancements;
6. Loss of stored information, including (but not limited to) any data, downloads, videos, music and applications;
7. Any cost relating to the recompilation and/or re-installation and/or retrieval of data;
8. Any claim where **you** are not a resident of the **UK** at the time the **incident** occurred;
9. Any **incident** caused by a government or other authority confiscating **your tablet**;
10. Any financial loss resulting from **your tablet** being used without **your** consent to access **your** bank account, mobile wallet or similar, and/or make purchases, unless the loss is specifically covered under the **Unauthorised Use** section;
11. 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:
  - a. 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;
  - b. Terrorism:

Any act or acts including but not limited to:

1. the use or threat of force and/or violence, and/or
2. 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; and/or
- c. Any action taken in controlling, preventing, suppressing or in any way relating to war or terrorism;

12. Any **incident** caused intentionally by **you** or anyone who has permission to use **your tablet**;

### 8. GENERAL CONDITIONS

**These conditions apply to the whole** policy

1. The policy is not transferable to any other person.
2. **Aviva** and the **user** must adhere to the terms of the policy. If the **user** does not adhere to the terms of the policy **you** may not be covered.
3. The **user** must take reasonable care to protect **your tablet** and its **accessories** from being **damaged**, stolen or **lost**.
4. The **user** must use and maintain **your tablet** and **accessories** in line with the manufacturer's instructions.
5. **You** must pay **your premiums** on time.
6. If, at the time of an **incident** which results in a claim under this policy, there is any other insurance covering the same loss, **we** are entitled to approach that insurer for a contribution towards the claim.

## 9. CLAIMS

### Making a claim

1. If **your tablet** has been stolen, **you** must report it to the police or **other relevant authority** upon discovering such theft and request a crime reference number before **your claim** is submitted. **You** will be required to provide that reference number to substantiate **your claim**. If the police force **you** use cannot issue crime reference numbers, please call **us** on 0800 458 6117.
2. If **your tablet** has been lost or stolen **we** advise that **you** report this to the **network provider** within 24 hours of discovering it. To make a claim for unauthorised use **you** must notify **your network provider** within the 24 hours.
3. **You** must make the claim within 60 days of discovering the **damage**, theft, **loss** or **breakdown**.
4. To make a claim for **damage** or **breakdown** **we** must be able to identify the tablet by its serial or IMEI number.
5. To submit a claim **you** can call 0800 458 6117 or call into any **Carphone Warehouse** store where an assistant will be able to help **you** make your claim. **You** will need to provide **your** name, address, date of birth and the policy number shown on **your certificate**.

### Handling claims

1. In handling **your claim**, **we** may take action in **your** name to recover from anyone else any costs **we** have incurred. **We** will pay the cost of taking this action.
2. **You** may be required to provide such information, documents or receipts reasonably necessary to support and/or verify **your claim**.
3. **You** may be required to provide information in writing and/or through a telephone interview with a claims investigator.
4. **We** will contact **your network provider** and/or the police to confirm that **you** have reported the **loss** or theft to them.
5. **We** will, at **our** sole discretion, settle claims by:
  - a. instructing **Carphone Warehouse** or another agent to provide **you** with a replacement **tablet**; or
  - b. instructing **Carphone Warehouse** or another agent to repair **your tablet**; or
  - c. providing **you** with vouchers to spend at a **Carphone Warehouse** store or cash, for an amount not exceeding the retail price of **your tablet** which applies at the time of **your claim**.

## 10. CANCELLATION

### Cancellation of Your Policy by You

1. **You** may cancel **your policy** at any time. If **you** cancel within the first 14 days **you** will receive a complete refund on **premiums** paid (unless **you** have made a claim).
2. If **you** wish to cancel after the 14 days, and have paid an annual premium, **you** will be entitled to a pro rata refund, calculated on the number of unexpired, whole months remaining on **your policy**.  
  
If **you** pay monthly premiums, **you** will not be entitled to any refund and will be covered up until the end of the month covered by **your final payment**.
3. If **you** cancel **your policy** and pay **premiums** by Direct Debit **you** will need to notify **your bank** to cancel this instruction.
4. **You** can cancel **your policy** by calling 0800 458 6117, by writing to **us** care of Geek Squad, PO Box 358, Southampton SO30 2PJ and notifying **us** of **your** wish to cancel or online at [www.geeksquad.co.uk/contact](http://www.geeksquad.co.uk/contact).
5. **Your policy** cannot be cancelled in a **Carphone Warehouse** store.
6. **You** must cancel **your policy** if **you** no longer wish to insure the **tablet** as described on **your certificate**.
7. **You** must notify Geek Squad of any change to the **tablet** to be insured. Please refer to the 'Changes We Need To Know About' section for full details.

### Cancellation of Your Policy by Us

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(s)** was due.
  - a. 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 from the date the original payment was due.
  - b. 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 any further notice to **you**. At **our** discretion, **we** may, following a request from **you**, allow this policy to resume, 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**.
2. **We** may cancel this policy if **you** give or use false information, or withhold, or give incomplete information that we have requested. **We** will consider any action **we** may take with regards to **your insurance policy**. **You** need to be aware that this could result in **you** losing all entitlements and benefits under this policy. Where **your actions** are deliberate or reckless, **you** will not be entitled to a refund.
3. **We** will immediately end this policy with no refund of premium if **you use your tablet** to commit a crime or to allow any crime to take place.

4. While the policy is in force, **you** must tell **us** of any changes in accordance with the 'Changes We Need To Know About' section.
5. **We** may cancel this policy at any time by giving **you** at least 30 days' written notice.
6. If **we** cancel **your** policy and **you** pay monthly **premiums**, **you** will not be entitled to any refund.
7. 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 number of unexpired, whole months remaining on the policy. If **we** cancel **your** policy for the reasons stated in point 2 above **you** may not be entitled to a refund.

## 11. CHANGES TO THIS AGREEMENT

### Changes We Need To Know About.

1. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out **your** policy and when **you** make changes to **your** policy.

**You** must tell **us** about the following changes:

- a. **you** change **your tablet** or **your tablet** has been replaced under **your** manufacturer's warranty;
- b. **you** sell **your tablet** or transfer ownership to another person;
- c. **you** change **your** address; and/or
- d. **you** change **your** bank details.

Please also advise **us** if **you**:

- a. change **your** SIM;
- b. cancel **your** contract with **your network provider**. Please note **your** policy will not cancel automatically when **you** cancel **your** contract with **your network provider**; and/or
- c. change **your** contact telephone number.

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

If the information provided by **you** is not complete and accurate **we** may:

- a. revise the **premium**; and/or
- b. cancel **your** policy; and/or
- c. refuse to pay a claim.

2. **You** must tell **us** if **you** wish to cancel **your** policy.

### Changes We May Make To This Agreement

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

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

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

- a. **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;
- b. **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
- c. **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.
- d. 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.

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.

## 12. FRAUD

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

## 13. GENERAL INFORMATION

### Data Protection

**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.

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.

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.

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

**We** may charge a £10.00 administration fee. Please quote **your** full name, address and policy number on all requests.

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.

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

In assessing any claims made, **we** or any appointed agents may undertake checks against publicly available information such as electoral roll, county court judgements, bankruptcy orders or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). When **you** make a claim **we** will pass information relating to it to a database. **We** may search these databases when **you** apply for insurance, in the event of any **incident** or claim, or at time of renewal to validate **your** claims history.

### Other Information

1. Nobody but the **user** and **us** can benefit from this agreement under the Contracts (Rights of Third Parties) Act 1999.
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.
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.
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.
5. **We** may use third party organisations to provide any of the services under this agreement on **our** behalf.

6. Calls to **our** 0800 telephone numbers are free when made from a BT landline. Prices of calls made via other providers/mobile phones may vary.

### Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

### Complaints

#### Our Promise of Service

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

What will happen if **you** complain

- **We** will acknowledge **your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

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.

What to do if **you** are unhappy:

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

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

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123 (Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number from any line including a mobile and will count towards any inclusive minutes you may have).

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

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

### Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.



# TECH SUPPORT TERMS AND CONDITIONS

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

The Conditions apply in addition to the terms and conditions for your Insurance Policy. If these Conditions are cancelled or terminated for any reason whatsoever, your Insurance Policy shall also automatically be cancelled or terminated (as applicable). Similarly, if your Insurance Policy is cancelled or terminated for any reason whatsoever, these Conditions shall also automatically be cancelled or terminated.

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

“**Conditions**” means these terms and conditions;

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

“**CPW Group**” means Carphone Warehouse Europe Limited, together with its subsidiary companies and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time, including Carphone Warehouse Group Plc. and its affiliates and subsidiary companies from time to time;

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

“**Personal Information**” means the personal details provided by you to CPW;

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

“**Website**” means the website located at [www.geekssquad.co.uk](http://www.geekssquad.co.uk) or [www.carphonewarehouse.com](http://www.carphonewarehouse.com) or any subsequent URL which may replace it; and

“**You/Your**” means an authorised user of the Services.

## A. USE OF THE SERVICES

### 1. Provision of the Services

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

### 2. Rights and Obligations

2.1. You undertake:

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

2.1.2. to notify CPW immediately of any changes to the Personal Information either via the CPW website at [www.geekssquad.co.uk/contactus](http://www.geekssquad.co.uk/contactus), or by calling CPW on 0800 049 3040; and

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

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

2.3. CPW will give you reasonable prior notice of any withdrawal or modification of the Services or any changes to these Conditions. You can choose to cancel any unused portion of the Services without penalty before any such changes take effect. CPW will do its best to provide the Services in a timely and efficient manner but please note that any estimated time frames for the completion of the Services are estimates only and delays may incur as a result of matters outside of our reasonable control.

### 3. Eligibility

3.1. The Services are available only to individuals who CPW, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those who are residents in the United Kingdom and individuals who are over 18 years old.

3.2. You must provide your name, phone number, address, payment details and other information where requested by CPW.

### 4. Right of Cancellation

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

### 5. Your Personal Information

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

5.2. When you contact CPW, CPW may ask for certain Personal Information to be able to check your identity and CPW may make a note of this contact if it is relevant to your record. CPW will keep Personal Information given to it by you or others during your relationship with CPW and other companies in CPW Group. This includes details you give CPW on order forms or during communications with you.

5.3. You agree that CPW may use and update this centrally held information:

5.3.1. to manage your accounts;

5.3.2. to provide you with other services;

5.3.3. to recover debts;

5.3.4. to prevent and detect fraud;

5.3.5. to update its records about you;

5.3.6. to prevent money laundering; and

5.3.7. to check your identity.

- 5.4. CPW may use your Personal Information for research and statistical analysis to develop and improve our products and services. When assessing an application, CPW may use automated decision-making systems.
- 5.5. Your Personal Information is confidential and, although CPW may freely disclose it to other companies within the CPW Group, CPW will only disclose it outside the CPW Group when:
- 5.5.1. you give it your consent;
- 5.5.2. it is needed by certain reputable third parties involved in running accounts and/or providing services for CPW (for example, credit reference agencies who do credit checks for CPW or companies that CPW use in the provision of the Services);
- 5.5.3. it is needed in order to obtain professional advice;
- 5.5.4. it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);
- 5.5.5. the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or
- 5.5.6. there is a duty to the public to reveal the Personal Information.
- 5.6. CPW may administer your account and provide services from countries outside Europe that may not have the same data protection laws as the UK. However, CPW will have contracts or other legal mechanisms in place to ensure your Personal Information is adequately protected, and CPW remain bound by its obligations under the Data Protection Act 1998 even when your Personal Information is processed outside the EEA.
- 5.7. CPW may monitor, record, store and use any telephone, email and/or other electronic and/or postal communications with you for training purposes, to check any instructions given to CPW and to improve the quality of its customer service.
- 5.8. Where CPW process sensitive personal data about you, CPW will employ appropriate security measures.
- 5.9. If you would like CPW to tell you what information it holds about you, please write to: The Data Protection Office, The Carphone Warehouse Limited, PO Box 375, Southampton, SO30 2PU. CPW may charge a £10.00 administration fee – please quote your full name and address on each request.
- 5.10. You will have the opportunity to let CPW know whether or not you wish to be contacted by post, e-mail, phone, SMS or MMS from time to time occasionally about products and services which the CPW Group and carefully selected third parties believe may be of interest to you.
- 5.11. You can make changes to your marketing preferences and/or correct or update any inaccurate or incomplete information at any time by calling CPW on 0800 049 3040 or alternatively, you can contact CPW in writing via its website at [www.geekssquad.co.uk/contactus](http://www.geekssquad.co.uk/contactus). When you do this, it may take up to 28 days for such changes to take effect.

- 5.12. If you give CPW information about another person, you confirm they have given you permission to provide it to CPW and for CPW to be able to process their personal information.

You must also confirm that you have told them who CPW are and the basis on which CPW will use their information.

## **B. GENERAL**

### **6. Notices**

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

### **7. Limitation of Liability**

- 7.1. The Services are provided on a commercially reasonable basis. Although CPW will provide the Services with reasonable skill and care, CPW make no warranty that the Services will meet your exact requirements or that all the features of the Services will always be available.
- 7.2. CPW shall not be liable where it is unable (using reasonable effort) to provide the Services as a result of any event outside our reasonable control.
- 7.3. CPW's liability shall not in any event include losses related to any business of a customer such as lost data, lost profits or business interruption.
- 7.4. CPW will not be liable for any loss or damage caused by it in circumstances where:
- 7.4.1. there is no breach of a legal duty of care owed to you by CPW; and/or
- 7.4.2. such loss or damage is not reasonably foreseeable.
- 7.5. CPW will not be liable for any loss or damage caused wholly or mainly by your breach of these Conditions.
- 7.6. Nothing in these Conditions shall:
- 7.6.1. exclude or limit CPW's liability for death or personal injury resulting from its acts or omissions or those of its servants, agents or employees; or
- 7.6.2. limit your rights as a consumer under applicable UK law.
- 7.7. Each provision of this clause 7 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply even after these Conditions have been terminated or cancelled.

### **8. Events Beyond the Parties Reasonable Control**

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

## 9. Third Parties

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

## 10. Assignment

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

## 11. Handling Complaints

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

## 12. Call Monitoring

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

The following additional terms apply to the Services:

### C. TECHNICAL SUPPORT SERVICES

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

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

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

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

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

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

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

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

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

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

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

**"Technical Support Services"** mean the E-mail Support Service, In-store Support Service or Telephone Support, and any other technical support service CPW may make available to you from time to time;

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

## 13. General

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

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

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

## 15. Our Responsibility to You

- 15.1. CPW will provide the Technical Support Services to the best of our abilities. CPW may not be able to advise on all issues or to repair or solve all problems that you ask it to. Separately, CPW may not be able to fulfil any requests that fall outside the agreed scope of the Technical Support Service, in which case no refund will be payable.
- 15.2. CPW will not be responsible to you:
- 15.2.1. for any inherent failures in or caused by any third party products, applications and/or operating systems unless such products, applications or operating systems are supplied by it;

15.2.2. for the repair or replacement of any of your Equipment that is found to be faulty (as reasonably diagnosed by us during the provision of the Technical Support Service to you) unless it was specifically agreed in writing that such repairs services would form part of the Technical Support Service provided to you; and

15.2.3. for any damage caused by your failure to follow CPW's reasonable advice, recommendations or instructions.

## **16. Limitation of Liability**

16.1. CPW shall not be liable to you for:

16.1.1. any loss or corruption of data; or

16.1.2. any losses you may suffer arising from your use of (or failure to use) any anti-virus software.

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

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

## **18. Remote Access Support**

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

18.2. Where CPW deem that Remote Access Support is suitable for your specific Remotely Accessible Device issue, you agree that an Agent is entitled to access your Remotely Accessible Device remotely to provide you with the Remote Access Support.

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

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

So that CPW can deliver Remote Access Support (where applicable), you will need:

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

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

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



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