



INSURANCE TERMS AND CONDITIONS

When **you** take out **your** Geek Squad Breakdown Insurance **you** enter into 2 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 periods shown in the Technical Support terms and conditions, the longer period shall apply.

INTRODUCTION

These are the terms and conditions of **your** Geek Squad Breakdown 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.

THE CONTRACT OF INSURANCE

1. These terms and conditions, policy summary 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 premium**, **we** will provide the cover shown in these terms and conditions for **your phone** 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.

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.

Breakdown

Failure of **your phone** to operate due to an internal electrical or mechanical fault;

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 Breakdown Insurance & Tech Support Certificate issued by Geek Squad on behalf of **Aviva** which forms part of **your** policy;

Phone

The item covered by **your** policy as described on **your certificate**;

Premium

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

UK

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

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 whose name appears on the **certificate**.

ELIGIBILITY

To be eligible for Geek Squad Breakdown Insurance, **you** must:

- a. in the case of an individual, be resident in the UK and be aged 16 years or over; or
- b. in the case of a business, have **your** registered office or principal place of business in the UK.

COVER

Period of Cover

Cover will begin on the policy start date, which is shown on **your certificate** and continues for a period of 12 months, unless it is cancelled by **you** or **us** before then.

If **we** replace **your phone**, cover will continue on the same basis as prior to the replacement.

Level of Cover

In settling a claim, **we** will repair or replace **your phone**. See the 'Claims' section for full details.

What is Not Covered

1. Theft or loss;
2. Damage to the exterior or interior of the phone for example cracked or broken screens, dents, scratches or any damage caused by liquid;
3. Any claim 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 **phone**;
 - 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. cosmetic enhancements, eg gold plating;
4. Any claim where **your phone** is found to have:
 - a. evidence of having been tampered with or taken apart;
 - b. a cracked or broken screen;
 - c. severe dents or signs of having been dropped;
 - d. buttons missing;
 - e. been exposed to liquid as determined by the liquid ingress indicator;
 - f. corroded ports or sockets;
 - g. discolouration to the screen;
5. Anything mentioned in the General Exclusions section.

Worldwide Cover

This policy provides the same level of cover anywhere in the world provided **you** have not been outside of the **UK** for more than 60 consecutive days. If a **breakdown** occurs while **you** are abroad, **we** will not repair or replace **your phone** until **you** return to the **UK**.

GENERAL EXCLUSIONS

These exclusions apply to the whole policy

This policy does not provide cover for:

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



3. Any loss arising as a result of being unable to use the **phone** or any loss that is not the direct result of the **breakdown** itself;
4. Any costs associated with cleaning, servicing, inspection or any adjustments of the **phone**, 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 **phone** has been tampered with, modified with technical enhancements or repaired by someone other than the manufacturer or one of its authorised repair agents. If the **phone** has been modified cosmetically the **phone** 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 **UK** resident at the time the **breakdown** occurred;
9.
 - a. Any consequence whatsoever which is the direct or indirect result of terrorism, or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.
 - b. Any action taken in controlling, preventing, suppressing or in any way relating to terrorism.

GENERAL CONDITIONS

These conditions apply to the whole policy

1. The policy is not transferable to any other person.
2. If **your phone** shows evidence of damage (please see 'What is Not Covered' point 4) when **you** make a claim, **your** claim will be declined. If **your phone** is damaged during the life of the policy, **you** should have it repaired by Geek Squad or another accredited repair agent. If **you** do damage **your phone** and don't want to pay for a repair then **you** can cancel **your** policy, in accordance with the Cancellation section
3. **Aviva** and **you** must adhere to the terms of the policy. If **you** do not adhere to the terms of the policy **you** may not be covered.
4. **You** must use and maintain **your phone** in line with the manufacturer's instructions.
5. If, at the time of a **breakdown** 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.

CLAIMS

Making a claim.

You must follow the procedure shown below when making a claim. If **you** do not adhere to this procedure **you** may not be covered or the cover **you** receive may be limited.

1. If **your phone** is security protected, **you** will need to remove this protection before **we** can process **your** claim. Eg Activation Lock on iPhones.
2. **You** must make the claim within 60 days of discovering the **breakdown**.
3. To submit a claim, please bring **your phone** to a **Carphone Warehouse** store so that the **phone** can be assessed and, where appropriate, replacement or repair can be arranged. Alternatively if **you** are unable to bring the **phone** into store please call **us** on 0800 458 6117 and **we** can arrange for the **breakdown** to be assessed.

Handling Claims

All claims are handled as follows:

1. **We** settle claims by providing **you** with a replacement **phone** or repairing **your phone**. If **we** replace **your phone**, where possible, **we** will replace it with the same make and model as **your** original **phone**. If this is not possible, **we** will provide an alternative replacement **phone** that may be a different colour or model. This may mean the features and functions will be different, but the replacement will be of a similar specification to **your** original **phone**.



2. **Our** replacement phones are refurbished models
3. Once **we** have settled **your** claim and replaced your **phone**, the original **phone** will become **our** property.

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** have made a claim or if **you** wish to cancel after the first 14 days, **you** will be entitled to a proportionate refund, calculated on the number of unexpired, whole months remaining on **your** policy.
3. **You** can cancel **your** policy by calling 0800 458 6117 or by writing to **us** care of Geek Squad, PO Box 358, Southampton SO30 2PJ and notifying **us** of **your** wish to cancel or online at www.geeksquad.co.uk/contact.
4. **Your** policy cannot be cancelled in a **Carphone Warehouse** store.
5. **You** must cancel **your** policy if **you** no longer wish to insure the **phone** described on **your certificate**.
6. **You** must notify Geek Squad of any change to the **phone** to be insured. Please refer to the 'Changes We Need To Know About' section for full details.

Cancellation of Your Policy by Us

1. **We** may cancel this policy in the following circumstances:
 - a. If **you** withhold information, give or use false information, or give incomplete information that **we** have requested during a claim, **we** may decline the claim and may cancel the policy immediately. This could result in **you** losing all entitlements and benefits under this policy and where **your** actions are deliberate or reckless **you** will not be entitled to a refund.
 - b. If **you** use **your phone** to commit a crime or to allow any crime to take place, **we** will cancel it immediately with no refund of **premium**.
 - c. If **you** fail to tell us that **you** are no longer a **UK** resident or no longer own the **phone** shown on **your certificate**, in accordance with the 'Changes we need to know about' section, **your** policy will be cancelled with effect from the date that **we** became aware of such change. **You** will be entitled to a proportionate refund of the **premium** paid, calculated on the number of unexpired, whole months remaining on the policy.
2. Except where it is stated otherwise, if **we** cancel **your** policy **you** will be entitled to a proportionate refund of the **premium** paid, calculated on the number of unexpired, whole months remaining on the policy.

FRAUD

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

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 phone** or **your phone** has been replaced by the manufacturer or manufacturer's authorised agent;
 - b. **You** damage **your phone** and decide not to have it repaired by Geek Squad or another accredited repair agent;
 - c. **you** sell **your phone** or transfer ownership to another person;



d. **you** change **your** address.

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

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

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 if may affect any claim **you** make.

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

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

GENERAL INFORMATION

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.

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 **breakdown** or claim, or at time of renewal to validate **your** claims history.

Telephone Call Recording and Charges

1. For **our** joint protection telephone calls may be recorded and/or monitored.
2. 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.

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 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
Exchange Tower
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.

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, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

TECH SUPPORT Terms and Conditions

These Conditions apply to the Services we provide and by ordering the Services, you agree to be bound by the terms and conditions set out below. Before you order the Services, if you have any questions relating to these Conditions please contact our customer service representatives by calling us on 0800 049 3040ⁱ. Alternatively, you can contact us via our Website at www.geeksquad.co.uk/contactus.

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

When you order the Services via our Website, the Website Terms & Conditions apply in addition to these Conditions. Where there is conflict between the Website Terms & Conditions and these Conditions, these Conditions shall prevail.

In this document, unless the context otherwise requires, the following definitions shall apply:

"Carphone Warehouse 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;

"Conditions" means these terms and conditions;

"One-off Services" means Services which you order on a one-off basis;

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

"Services" means the Technical Support Services (as defined in section D below) you order under these Conditions;

"Subscription Services" means Services to which you subscribe on an annual or on-going basis;

"us/our/we" means Geek Squad, a trading name of The Carphone Warehouse Limited, a company registered in England and Wales under the number 02142673 with registered office located at 1 Portal Way, London W3 6RS;

"Website" means the website located at www.geeksquad.co.uk 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 either via our Website at www.geeksquad.co.uk/contactus, or by calling us on 0800 049 3040¹ ; 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 or subscribe to the Services, we shall not be obliged to give you notice of any such modification or withdrawal.

2.4 One-off Services:

2.4.1 If you order a One-off Service you will be subject to the policies and Conditions in force at the time you order the Services, unless we are legally obliged to make changes to these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

2.4.2 We shall not withdraw or modify to your substantial detriment any of the One-off Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control.

2.5 Subscription Services:

2.5.1 If you subscribe to Subscription Services, we will give you reasonable prior notice of any withdrawal or modification of the Subscription Services or any changes to these Conditions. You can choose to cancel any unused portion of the Subscription Services without penalty before any such changes take effect.

2.5.2 Where you paid for the Subscription Services annually and wish to cancel, in accordance with clause 2.5.1 above, you will receive a prorated amount of the money you paid for the Subscription Services.

2.5.3 Where you paid for the Subscription Services monthly and wish to cancel, in accordance with clause 2.5.1 above, we will stop taking subsequent monthly payments.

2.5.4 Your continued subscription to the Subscription Services following such change taking effect shall be deemed to be your acceptance of such change.

2.6 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 who are residents in the United Kingdom and individuals who are over 18 years old.

3.2 To order the Services, you must provide your name, phone number, address, payment details and other information, where requested by us.

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 of 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 where you subscribe to Subscription Services, 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 where you have ordered One-off Services, cancel this agreement between you and us; and/or

4.3.3 in any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% above the Bank of England's base rate 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 in-store, via telephone or online, you may cancel your order at any time within fourteen (14) calendar 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 thirty (30) days of your cancellation.

5.3 By subscribing to the Subscription Services you enter into a three (3) month minimum term contract, after which your contract continues on a month-by-month basis or for 9 months, depending on the type of your subscription, until terminated at any time by either you or us in accordance with the terms of these Conditions.

5.4 Where you terminate the Subscription Services, in accordance with clause 5.3 above, and you paid for the Subscription Services annually, you shall receive a prorated refund of the amount of money you paid for the Subscription Services.

5.5 Where you terminate the Subscription Services, in accordance with clause 5.3 above, and you paid for the Subscription Services monthly, we will cease taking subsequent monthly payments.

5.6 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 thirty (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 the Carphone Warehouse Group. This includes details you give us on order forms or during communications with you.

6.3 You agree that we may use and update this centrally held information:

6.3.1 to provide you with other services;

6.3.2 to recover debts;

6.3.3 to prevent and detect fraud;

6.3.4 to update our records about you;

6.3.5 to prevent money laundering; and



6.3.6 to check your identity.

6.4 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.

6.5 Your Personal Information is confidential and, although we may freely disclose it to other companies within the Carphone Warehouse Group, we will only disclose it outside the Carphone Warehouse Group when:

6.5.1 you give us your consent;

6.5.2 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);

6.5.3 it is needed in order to obtain professional advice;

6.5.4 it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);

6.5.5 the law permits or requires it, or any regulatory or governmental body requires it, even without your consent; or

6.5.6 there is a duty to the public to reveal the Personal Information.

6.6 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 1998, even when your Personal Information is processed outside the European Economic Area (EEA).

6.7 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.

6.8 Where we process sensitive personal data about you, we will employ appropriate security measures.

6.9 If you would like us to tell you what information we hold about you, please write to: The Data Protection Office, The Carphone Warehouse Limited, PO Box 375, Southampton, SO30 2PU. We may charge a £10.00 administration fee – please quote your full name and address on each request.

6.10 You have the opportunity to let us 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 Carphone Warehouse Group and carefully selected third parties believe may be of interest to you.

6.11 You can make changes to your marketing preferences and/or correct or update any inaccurate or incomplete information at any time by calling us on 0800 049 3040¹. Alternatively, you can contact us in writing via our Website at www.geeksquad.co.uk/contactus. When you do this, it may take up to twenty eight (28) days for such changes to take effect.

6.12 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, PO Box 358, Southampton SO30 2PJ; or

7.1.2 via the internet at www.geeksquad.co.uk/contactus.

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 all the features of the Services 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, including but not limited to 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 for 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 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 these Conditions have 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 these Conditions 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 our 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 049 3040¹ ;

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/contactus; or

12.1.4 in a Carphone Warehouse store, by visiting your nearest store. Details of your nearest store are available online at www.carphonewarehouse.com.

12.2 If you are not happy with the way that we deal with any disagreement and you want to pursue 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 SERVICES

In this section D, unless the context otherwise requires, the following additional definitions shall apply:



"Agent" means one of our Geek Squad Agent technicians;

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

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

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

"Equipment" means your smartphone, tablet and/or your Home Devices, depending on the Technical Support Services package to which you subscribe or order;

"Excluded Service" means one of the chargeable services we may offer from time to time that are not included as part of the Support Subscription Services packages;

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

"Internet Security Suite" means a security suite for use with one (1) laptop or desktop computer, which may include features such as anti-virus and spyware protection software;

"In-store Support Service" means the service, whereby you bring your Equipment into one of our selected stores during our business hours, in order for an Agent to diagnose and resolve any problems covered by the Technical Support Services package to which you subscribe/order;

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

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

"Mobile Security Suite" means a security suite for use with one (1) smartphone or tablet, which may include features such as mobile security software, remote locate and remote block and wipe;

"One-off Support Services" means the Telephone Support Service, the In-store Support Service or Excluded Service, which you order on a one-off basis;

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

"Remotely Accessible Device" means, depending on the Technical Support Services package to which you subscribe or order, your Equipment, where it is a smartphone, tablet or desktop or laptop computer;

"Support Subscription Services" means any of the technical support packages to which you subscribe to on an on-going basis, in exchange for a set monthly fee, which includes but may not be limited to the Telephone Support Service, the E-mail Support Service and the In-store Support Service;

"Technical Support Services" means a One-off Support Service or one of the Support Subscription Services;

"Telephone Support Service" means the service that you can access 24/7 via your telephone in order for an Agent to diagnose and resolve any problems covered by the Technical Support Services package to which you subscribe;

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

"Virus Removal" means the removal of infectious software from your Equipment, where applicable. The Services provided to you under these Conditions depends on the type of Technical Support Service(s) which you have ordered.

14. General



14.1 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.

14.2 Our Technical Support Services are only available to consumers who require technical support for domestic use. We will not supply any of our Services for business related purposes.

14.3 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.

15. Where Your Equipment Contains Software and/or Data

15.1 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 we ask you for them.

15.2 You agree that, prior to us performing any aspect of the Technical Support Services under these Conditions, it is solely your 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.

16. Our Responsibility to You

16.1 We will provide the Technical Support Services to the best of our abilities. We may not be able to advise on all issues or to repair or solve all problems that you ask us to but, to the extent that we cannot advise on an issue or solve a problem that we agreed was specifically included in the scope of any specific Technical Support Service that you have ordered, we will refund any applicable fee paid by you to us. Please note that this does not apply to the Support Subscription Service, which is not provided in relation to any specific issue or problem but as a general, on-going support service. Separately, we may not be able to fulfil any requests that fall outside the agreed scope of our Technical Support Service, in which case no refund will be payable.

16.2 We will not be responsible to you:

16.2.1 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 us;

16.2.2 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 our 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

16.2.3 for any damage caused by your failure to follow our reasonable advice, recommendations or instructions.

17. Limitation of Liability

17.1 We shall not be liable to you for:

17.1.1 any loss or corruption of data; or

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

18. Specific Provisions Regarding Cancellation of the Technical Support Services

18.1 Remote Access Support (other than as provided through the Support Subscription Services) and In-Store Support Services are provided instantaneously and for this reason, there are no cancellation rights in respect of those Technical Support Services.

18.2 You can cancel the Support Subscription Services at any time but unless your cancellation is made in accordance with your rights under clauses 2.5.1 and 5 above, you remain liable for the fees due for your first three (3) months' subscription to the Support Subscription Services and, further, we cannot refund any part of any fees which you may already have paid in advance for your Support Subscription Service.

19. Remote Access Support

19.1 Where you wish to avail yourself of Remote Access Support, you agree that our 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 we deem it suitable for your specific Remotely Accessible Device issue.

19.2 To use Remote Access Support and for us 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 fixed-line broadband internet, in order to avail yourself of the Remote Access Support. Remote Access Support is not available over a mobile broadband or other mobile internet connection.

20. Scope of the One-off Services

20.1 The scope of the One-off Services and the applicable fees will be agreed at the time you place your order for the applicable One-off Service with us.

20.2 Unless otherwise agreed in writing, we are only able to provide you with the type of One-off Service that you ordered and only in relation to the specified Equipment, unless otherwise agreed in writing.

20.3 When you take any of our One-off Services, we will use reasonable skill and care when attempting to diagnose and fix the particular technical problem you are experiencing. We will not charge you if we are unable to fix the specific problem in relation to which you booked the One-off Service, provided you have complied with these Conditions. Otherwise, a cancellation charge may apply.

20.4 If a problem we have fixed occurs again within thirty (30) days as a direct result of the same cause(s) we identified when we fixed it the first time, provided you have fully complied with these Conditions, we will:

20.4.1 attempt to fix the problem again at no extra charge; and

20.4.2 if we cannot then fix the problem again, we will refund you the Fees you paid for the applicable One-off Service.

20.5 For any repairs necessitated by a virus or spyware, each of the above service warranties is only valid if you have up-to-date anti-virus and anti-spyware protection installed or updated during the repair or immediately thereafter.

20.6 This service warranty excludes any problems caused by defective hardware or other products.

21. Support Subscription Service

21.1 The Support Subscription Services are subject to fair usage. We may cease or suspend your use of the Support Subscription Services if we have reason to believe that you are using it over and above what is reasonable for this type of service.

21.2 Virus Removal

21.2.1 Depending on the Support Subscription Services package to which you subscribe, you may be eligible for one (1) single instance of Virus Removal in any twelve (12) month period of your subscription. This remains subject to you having installed up-to-date anti-virus software. You are not able to avail yourself of the Virus Removal service in the first thirty (30) days of your subscription to the Support Subscription Services.

21.2.2 Use of the Virus Removal service requires your Equipment to be linked to a fully working, stable and reliable fixed-line broadband internet connection. Please note that the Virus Removal service cannot be completed over a mobile broadband or other mobile internet connection.

21.2.3 In carrying out Virus Removal procedure, we may be required to completely delete all Data stored on your Equipment. Therefore, we recommend that you back-up the Data stored on your Equipment, before requesting Virus Removal (where possible).

21.2.4 We may cancel or suspend your use of the Support Subscription Service if we have reason to believe that you are failing to take reasonable care of your Equipment.

21.3 Loan USB Modem

21.3.1 Depending on the Support Subscription Services package to which you subscribe, you may have available to you a Loan USB Modem, no more than twice in any twelve (12) month period of your subscription. No such instance of loan shall exceed the Loan Period.



21.3.2 The Loan USB Modem is only available to be collected directly from our stores.

21.3.3 The Loan USB Modem provides a 'pay-as-you-go' access service to the internet, accessible through credit purchased in advance of your use of the Loan USB Modem. The Loan USB Modem may be provided to you with a nominal amount of credit pre-loaded, but you remain responsible for any credit top-ups required.

21.3.4 Any Deposit paid by you for the Loan USB Modem will be returned to you in full, subject to the Loan USB Modem being returned to us on time and in the same condition as it was when given to you.

21.3.5 The type of Loan USB Modem that shall be provided to you may vary and we do not guarantee that it will provide similar speeds or have similar features to your existing internet connection.

21.3.6 We shall at all times remain the owners of the Loan USB Modem and you agree to return it to us in good condition and in full working order within two (2) working days of the end of the Loan Period.

21.3.7 If you fail to return the Loan USB Modem, in accordance with clause 21.3.6 above, or if you return it damaged, we shall be entitled to keep the Deposit. If the Deposit does not cover the full retail value of the Loan USB Modem (or if damaged, the full repairs costs), we shall be entitled to deduct from your payment method the difference between the Deposit and the retail value or repairs costs (as applicable) of the Loan USB Modem, which shall never amount to more than £50.

21.3.8 If your agreement for the Support Subscription Services has been cancelled or terminated for any reason whilst you are in possession of a Loan USB Modem, you must return the Loan USB Modem with immediate effect, to be received by us no later than the earlier of five (5) days after the cancellation or termination of this agreement or two (2) working days after the expiry of the Loan Period.

21.4 Tutorials

21.4.1 Depending on the Support Subscription Services package to which you subscribe, you may be able to undertake up to three (3) Tutorials in any twelve (12) month period of your subscription. You may need to book an appointment.

21.5 Excluded Services

21.5.1 Excluded Services for your Equipment will incur a charge.

21.5.2 If you subscribe to the Support Subscription Services you may be eligible for a percentage discount on the Excluded Services.

21.6 Security Suite

21.6.1 Depending on your Equipment and the Support Subscription Services package to which you subscribe, you may be provided with access to the Internet Security Suite and/or the Mobile Security Suite, provided by our third party partner(s) ("**Third Party**"), subject to acceptance by you of the applicable Third Party's terms and conditions of service.

21.6.2 The Internet Security Suite and Mobile Security Suite are subject to fair usage. We or the applicable Third Party may cease or suspend your use of the Internet Security Suite and/or the Mobile Security Suite if we have reason to believe that you are using it over and above what is reasonable for these types of services.

21.6.3 The Mobile Security Suite is only available for use with a single compatible smartphone or tablet. Depending on the Support Subscription Services package to which you subscribe, you may be required to give us the details of the smartphone or tablet that you wish to use the Mobile Security Suite with. Your use of the Mobile Security Suite is dependent on the smartphone or tablet itself, its operating system and a mobile internet connection.

21.6.4 If these Conditions are cancelled or terminated for any reason, all your rights to use the Internet Security Suite and/or Mobile Security Suite (as the case may be) will cease from the date of such termination or cancellation.

21.6.5 If you cancel your Internet Security Suite and/or Mobile Security Suite agreement with the applicable Third Party you will not be entitled to any refund, as these services are provided at no extra cost.



Essential Requirements for the Best Support

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

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

If you need any assistance obtaining this information just call one of our Agents on 0800 049 3040ⁱ

ⁱ Calls to this number are free from a BT landline. Call costs from mobiles and other networks may vary. All calls to our customer services representatives may be recorded for quality monitoring and training purposes.