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Welcome to Geek Squad Gadget – Insurance and Support for your shiny new gadget. 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.

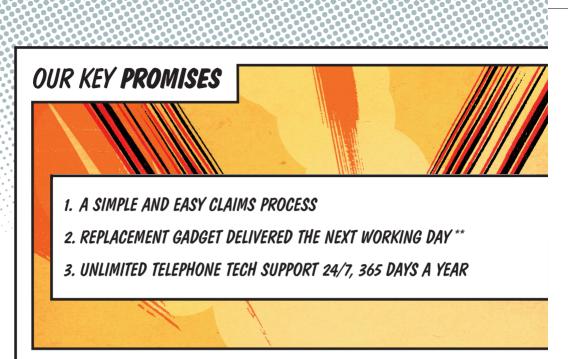
With two levels of cover to suit your needs, you can also choose the right protection for your new gadget against damage, theft and loss<sup>\*</sup>. With our insurance, there's a simple claims process where you won't have to fill in any confusing paper forms. You can simply call our UK contact centre 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

And to help you protect your valuable files and data, we'll even help you install an app that makes cloud backup and storage easier than ever before – and best of all, it's entirely free with your policy.

WHAT WE <b>Cover</b> **	
GADGET LITE	GADGET COMPLETE
ACCIDENTAL DAMAGE	ACCIDENTAL DAMAGE
BREAKDOWN	BREAKDOWN
WORLDWIDE COVER	WORLDWIDE COVER
TECHNICAL SUPPORT	TECHNICAL SUPPORT
	✓ LOSS AND THEFT

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

\*\*Exclusions apply. For more detailed information please see pages 8 and 9.



After a few days with your new gadget, 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 gadget, never fear, we're here to save the day with our great protection, taking care of claims with no fuss.



\*Alternatively, if you are calling from abroad call +44 1708 609 120. \*\*Upon acceptance of claim and payment of excess before 5pm.



## **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**<sup>\*</sup> or pop into your local Carphone Warehouse store where we can help, visit **www.carphonewarehouse.com/storelocator** for your nearest store.

#### 2. REPLACEMENT GADGET DELIVERED THE NEXT WORKING DAY \*\*

When it comes to replacing your gadget, 9 out of 10 gadgets are delivered the next working day following your excess payment. If you run into any problems, 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.

They are on hand 24/7 to help you transfer your files such as photos, emails and contacts to name a few.





Your new gadget is important to you, 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 GADGET LITE plan covers you for accidental damage and breakdown. So if you accidentally damage your gadget we are on hand to help. It doesn't stop there, with 24/7 telephone support our Agents are on hand to defeat any tech troubles.
- Our **GADGET COMPLETE** plan covers you for theft, loss, accidental damage and breakdown if the unthinkable happens. Plus, you'll get 24/7 telephone tech support.

GEEK SQUAD GADGET							
INSURANCE	GADGET LITE	GADGET COMPLETE					
Theft	×	✓					
Loss	×	1					
Accidental damage	✓	1					
Liquid damage	✓	1					
Breakdown (out of warranty)	✓	<b>√</b>					
Accessory cover	£300	£300					
Worldwide cover	<i>√</i>	1					
Excess*	£5-£60	£10 - £60					
TECHNICAL SUPPORT							
Telephone support	<i>✓</i>	✓					
Remote assistance**	5	1					

<sup>\*</sup>Excess dependent on your gadget. please refer to certificate for your excess.

<sup>\*\*</sup>Compatibility and functions are dependent on operating system, gadget and connection.

<sup>\*\*\*</sup>Alternatively, if you are calling from abroad call +44 1708 609 120.

# YOUR **PROTECTION** PRICING PLAN

PRODUCT	BAND	MONTHLY	EXCESS	ANNUAL
GADGET 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
GADGET COMPLETE	1	-	£10	£34.99
	2	£4.49	£15	£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	£11.49	£50	£139.99
	9	£13.49	£60	£159.99
	10	£15.99	£60	£179.99

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## **MULTI INSURANCE DISCOUNT**

Ask a consultant about policy discounts that may be available to you when you purchase two or more complete policies at the same time.

But don't hang about, this discount (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.

# WHAT'S COVERED

Once you take out Geek Squad insurance and tech support you're covered for all sorts of useful things. However, there are some exceptions, so please refer to the page opposite and the full terms and conditions on pages 14-22 for further information.

## **GADGET LITE**

Cover included with your policy:

- Accidental damage, including liquid damage that affects how the gadget works.
- Breakdown of your gadget after the manufacturer's or Geek Squad warranty expires.
- Cover for accessories purchased from Carphone Warehouse that are stolen, lost or damaged at the same time as your gadget up to £300.
- Worldwide cover.
- 24/7 expert technical assistance and advice over the phone to help with set up, customisation and sync, consultation, data transfer and troubleshooting.
- Tech support also in store at over 100 locations nationwide.
- Remote assistance our agents can link to your gadget to fix problems\*.

## **GADGET COMPLETE**

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

- Theft of your gadget.
- Accidental loss of your gadget.

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



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

Please see below for what's not included in either of the Geek Squad policies:

- 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.

## **GADGET LITE**

As well as the exclusions above our gadget lite policy does not provide cover for:

• Theft or loss.

## **GADGET COMPLETE**

Our Gadget Complete policy also has these exclusions:

- Any claim for theft or loss that occurs whilst the user has deliberately left the gadget unattended and unsecured.
- Any claim for theft from an unattended vehicle, unless the vehicle was locked and the gadget concealed from view.

Other exclusions apply to Gadget Lite and Gadget Complete; please refer to the terms and conditions on pages 14-22 for full details.



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To help you get the most out of your new gadget, we've put together an exclusive free app to help you manage your files and photos: **Geek Squad Cloud Manager**.

With this, you can combine a number of different cloud storage drives – including Google Drive, Dropbox and OneDrive – into one convenient service, all managed from a single app. You'll never have to worry about running out of space for your photos, files and documents – and you can access them all from a range of gadgets. Plus, if the worst should happen and your gadget is lost or stolen, all your data will be available remotely which you can access via your tablet or mobile. The cloud has never been so convenient!

Soon after joining Geek Squad, we'll send you a link so you can install the app right away – but if you run into any problems, just give our Agents a call on **0800 458 6117**\*.





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## **KEEP IN TOUCH**

To make sure you have all the cover you need, please let us know if you change or sell your gadget, 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 16-17 of this booklet.

If you decide you'd like to end your policy, please call or email us,alternatively you can visit any Carphone Warehouse store where one of our Agents will be happy to help you.

\*If you are calling from abroad call +44 1708 609 120.

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



For full terms and conditions for your insurance policy, please refer to pages 14-18 of this booklet. For tech support terms and conditions, please refer to pages 19-22.

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

#### NAME OF INSURER

Aviva Insurance Limited underwrites your insurance policy. When you take out your Geek Squad protection plan, you enter into two agreements: one with Aviva for your insurance and one with Carphone Warehouse for Geek Squad Tech Support. 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<sup>\*</sup> starts from the date this policy is purchased. Your period of cover for breakdown starts from the date the manufacturers or Geek Squad warranty expires.

You may choose to pay either annually or by 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 gadget 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 gadget, after which your cover will cease.

Upon replacement of your gadget as per the making a claim 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 the UK contact centre on **0800 458 6117**\*\* 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.



## **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 have made a claim or you wish to cancel after the first 14 days, you can cancel your policy from the end of any insured month, by giving notice that you wish to cancel before the end of that month.

For full details on cancelling your policy see pages 16-17.

## **MAKING A COMPLAINT**

If you are unhappy with any aspect of the handling of your insurance in the first instance please phone 0800 458 6117<sup>\*\*</sup> 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 S030 2PJ.

If you have complained and you are dissatisfied with the final decision, you may be able to 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 18.

## **CHANGES TO THIS AGREEMENT**

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

## 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 18.

<sup>\*</sup>Theft and loss available on Gadget Complete only.

<sup>\*\*</sup>If you are calling from abroad call +44 1708 609 120.



## **INSURANCE TERMS & CONDITIONS - GEEK SQUAD GADGET**

When you take out your Geek Squad Gadget 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.

#### Your Insurance Policy

These are the terms and conditions of your Geek Squad Gadget Insurance. In them you will find full details of what is covered, what is not covered and the limits and conditions that apply.

#### Excess

This is the amount you need to pay towards any type of successful claim except breakdown and is shown on your certificate. We'll collect the payment from you before replacing the gadget, or after repairing it.

#### **Contract of Insurance**

These terms and conditions and your Geek Squad Gadget certificate form the contract of insurance between you and us. Please read them and keep them safe.

In return for you paying your premiums, we will provide cover for the gadget named on your certificate, providing you remain the owner and anyone using the gadget complies with these terms and conditions.

#### Eligibility

To be eligible for Geek Squad insurance you, the person named on the certificate, must be:

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

Geek Squad policies are underwritten by Aviva Insurance Limited and arranged and administered by The Carphone Warehouse Limited (CPW). Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. CPW carries on regulated and unregulated business. CPW is authorised and regulated by the Financial Conduct Authority in respect of its regulated business. CPW is not regulated in relation to the sale of this policy. Aviva is regulated in relation to the product and post-sale activities. Full details of the regulatory status of these companies can be found at www.fca.org.uk.

#### WHAT WE'LL COVER

There are two types of Geek Squad Gadget Insurance; the cover provided depends on which type you have purchased.

	Damage	Breakdown	Accessories	Theft	Accidental loss
GADGET LITE	1	1	1	×	×
GADGET COMPLETE	<i>✓</i>	1	1	✓	1

Please check your certificate to see which type of cover you have purchased.

The replacement gadgets we provide are refurbished models with a Geek Squad Warranty provided by The Carphone Warehouse. The Geek Squad warranty will match either the period of time you had left on your original gadget's manufacturer's warranty or 90 days, whichever is greater. For more information or to make a claim on a Geek Squad Warranty please visit us online at www.geeksquad.co.uk/contact or call us on 0800 458 6117.

#### Gadget Lite and Gadget Complete:

If you have purchased Gadget Lite or Complete and your gadget is damaged or breaks down, we'll either repair or replace it.

a. damage - sudden and unexpected damage that affects how the gadget works;

b. breakdown - failure due to an internal hardware fault happening after the date the manufacturer's or Geek Squad warranty expires.

We will also pay up to £300 for:

Standard accessories supplied with your gadget; and/or any case or strap, charger, screen protector and/or memory card purchased from Carphone Warehouse to be used specifically with your gadget, if:

a. you make a successful claim for your gadget and the accessories were affected during the same incident; or

b. we replace your gadget with a different make or model and you can no longer use them.

Cover applies worldwide providing you remain a UK resident.

#### Gadget Complete only:

If you have purchased Gadget Complete then in addition to the cover above, we'll replace your gadget if it is:

a. accidentally lost;

b. stolen.



## Period of Cover

Cover begins on the start date shown on your certificate.

If you pay your premium monthly, cover will continue on a monthly basis, for a maximum of 5 years, unless it is cancelled by you or us before then.

If you pay your premium annually, cover will continue for a period of 12 months from the start date. You will have the option to renew your policy each year, subject to a maximum term of 5 years, unless it is cancelled by you or us before then. Please note your policy will not cancel automatically if you cancel your contract with your network provider.

If we replace your gadget, cover will continue on the same basis as prior to the replacement, unless we decide to cancel the cover for your replacement gadget as described in the 'Cancellation of your policy by us' section.

### WE WON'T COVER

#### **Gadget Lite**

- 1. Any claim for loss or theft;
- 2. Any claim due to modification, maintenance, repairs and/or any process of cleaning and/or restoring;
- Non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware and Trojan horses;
- 4. Anything mentioned in the General Exclusions below.

#### **Gadget Complete**

- 1. Theft from an unattended vehicle unless the vehicle was locked and the gadget concealed from view;
- 2. Any claim for theft or loss that occurs whilst the user has deliberately left the gadget unattended and unsecured.
- a. By unattended, we mean the gadget is left, out of arm's reach, with no one trusted by the user, taking care of it.
- b. By unsecured we mean the gadget 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:
  - where the gadget 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
  - where the gadget is in the workplace of the user and the user has taken reasonable steps to ensure the gadget is not in plain sight;
- 3. The cost of any calls, messages, data or downloads;
- 4. Any claim due to modification, maintenance, repairs and/or any process of cleaning and/or restoring;
- Non-hardware problems, e.g. software problems, data downloads and malware such as viruses, worms, spyware, adware and Trojan horses;
- 6. Anything mentioned in the General Exclusions below.

#### **General Exclusions**

- 1. Any incident caused intentionally by you;
- 2. Cosmetic enhancements you've made to your gadget, for example plating or embellishment with precious metals, stones or crystals;
- 3. Stored information, including (but not limited to) any data, downloads, videos, music and applications and any costs relating to the retrieval of data;
- Any financial loss resulting from your gadget being used with or without your consent. E.g. to access your bank account, mobile wallet or similar, and/or make purchases;
- 5. Any incident caused by a Government body or other authority confiscating your gadget;
- 6. Any claim resulting from a manufacturer's defect or recall of the gadget;
- 7. Any claim for a gadget that has been replaced directly by your manufacturer under their warranty, unless you have been able to provide us with proof of the serial number exchange;
- 8. 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;
- c. Any action taken in controlling, suppressing or in any way relating to war or terrorism.

#### THINGS YOU MUST DO

- 1. Pay your premiums on time.
- 2. Take reasonable care to protect your gadget and its accessories from damage.
- 3. If you have chosen the Gadget Complete policy, you must also take reasonable care to protect your gadget from being lost or stolen.

#### MAKING A CLAIM

- 1. To claim for damage or breakdown, please bring your gadget to a Carphone Warehouse store so we can assess it and arrange a repair or replacement. If you are unable to bring your gadget into a store please call us on 0800 458 6117. If the incident happens outside the UK, we will not be able to deal with your claim until the gadget is in the UK and available for assessment.
- 2. To claim for loss or theft, call into any Carphone Warehouse store, visit www.geeksquad.co.uk/contact/ make-a-claim or call 0800 458 6117. Replacement gadgets will only be sent to UK addresses.
- 3. If your gadget has been stolen, you must report it to the police upon discovering the theft, and request a crime reference number (CRN) before your claim is submitted. You will be required to provide the CRN to substantiate your claim. If you cannot obtain a CRN, please call us on 0800 458 6117.
- 4. You should report any loss or theft to your network provider as soon as possible.
- 5. You must make any claim as soon as possible.
- 6. For damage and breakdown claims, if your gadget is security protected, you will need to remove this protection before we can process your claim. E.g. Activation Lock on iPads.
- 7. Any replacement gadget will come from new or refurbished stock we have available. It will not include any stored information you had added to your original gadget, including (but not limited to) any data, downloads, videos, music and applications. This may also apply if your gadget is repaired. Where we replace your gadget, we will attempt to provide you with the same make and model as your original gadget. If this is not possible, we will provide an alternative gadget that may be a different colour or model, or be made by a different manufacturer. This may mean the features and functions will differ, but the replacement will be of a similar specification to your original gadget.
- 8. You may be required to provide information, documents or receipts reasonably necessary to support and/or verify your claim.
- 9. If, at the time of an incident, there is any other insurance covering the same loss, we are entitled to approach that insurer for a contribution.
- 10. Once we have settled your claim, the original gadget will become our property. Where a lost or stolen gadget is recovered you may keep the replacement gadget we provided you with, but the recovered gadget must be returned to us.

#### OTHER INFORMATION YOU NEED TO KNOW

#### Cancellation of your policy by you

- 1. If you cancel within the first 14 days you will receive a full refund of premiums paid (unless you have made a claim).
- 2. If you have made a claim or you wish to cancel after the first 14 days, you can cancel your policy from the end of any insured month, by giving notice that you wish to cancel before the end of that month.

The insured month is the month beginning on the date your policy starts and ending on the same date of the following month, and each subsequent month after that.

You will be entitled to a proportionate refund, calculated on the number of unexpired, whole insured months remaining, for which you have paid.

3. If you no longer wish to insure the gadget named on your certificate you can provide notice to cancel your policy by calling 0800 458 6117 or by writing to us care of Geek Squad, PO Box 358, Southampton SO30 2PJ, or online at www. geeksquad.co.uk/contact. Alternatively you can visit any Carphone Warehouse store where one of our agents will be happy to help you.

#### Cancellation of your policy by us

- 1. We (or any agent we appoint and who acts with our specific authority) may also cancel this policy for any valid reason. Valid reasons include, but are not limited to:
- a. Where a premium is not paid on time (as required in Things you must do 1). If this happens we will contact you by letter or email to notify you of this. If the payment is not received within 14 days from the date of the letter we will cancel your policy from the date the premium was due without the need for us to give any further notice to you. We may, at our discretion, allow this policy to resume where a payment is made after this 14 day period, but we are under no obligation to do so.
- b. If you use your gadget to commit a crime or to allow any crime to take place we will cancel your policy immediately and notify you of this in writing.
- c. Where we reasonably suspect fraud or where you have failed to provide us with complete and accurate information as required by the 'Changes we need to know about' section we may refuse any claim and cancel your policy immediately. Where your actions are deliberate or reckless you will not be entitled to a refund. We may also take legal action against you.
- d. If we replace your gadget following a claim, we may, after considering your previous claims history, decide that we are not willing to continue providing cover in respect of the replacement gadget. If this happens we will write to you to notify you of this.

#### Cancellation of your policy by us

- Unless otherwise stated above, if we cancel your policy we will give at least 30 days written notice to the last known home or email address you have provided to us.
- 3. Unless otherwise stated above, if we cancel your policy, you will be entitled to a proportionate refund of the premium you have paid based upon the number of unexpired insured months remaining on the policy.

#### Changes we need to know about

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

You must tell us about the following changes:

- a. you no longer own the gadget (including where the gadget has been replaced under your manufacturer's warranty);
- b. you are no longer a UK resident;
- c. you change your contact telephone number;
- d. you change your home or email address;

e. you change your bank details (if you pay monthly).

If the information provided by you is not complete and accurate we may cancel your policy immediately and/ or refuse to pay a claim. If you do not inform us about a change it may affect any claim you make.

#### **Changes We May Make To This Agreement**

After taking a fair and reasonable view and no more than once in any 12 month period, we may make changes to your premium, policy cover and/or terms and conditions of insurance, to:

- a. reflect changes in our expectation of the future cost of providing cover;
- b. reflect changes (affecting us or your policy) in the law or regulation, or the interpretation of law or regulation or changes in taxation;
- c. reflect decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice, with which we intend to comply;
- d. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Your premiums may go up or down but will not recover past expenses.

If you pay annually we will notify you of any changes we are making to your policy when we contact you at renewal of your policy. Changes will become effective from your renewal date.

If you pay monthly any change made under this section will be notified to you in writing at least 30 days in advance.

You are free to cancel your policy in accordance with the 'Cancellation of your policy by you' section.

#### **GENERAL INFORMATION**

#### 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.

#### Choice of Law

The law of England and Wales will apply to the contract unless at the date of the contract you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law of that country will apply.

#### Use of Language

The contractual terms and conditions and other information relating to this contract will be in English.

#### **Data Protection**

Aviva Insurance Limited, a company registered in Scotland, registered number 2116 with registered office at Pitheavlis, Perth PH2 0NH, United Kingdom is the data controller with regard to the personal data we collect from you and process in the context of your insurance policy. This Data Protection section and the collection and processing of your personal data are governed by and construed in accordance with the applicable laws and regulations of the United Kingdom including the UK Data Protection Act 1998.

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) 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 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 S030 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.

#### **Telephone Call Recording and Charges**

- For our joint protection telephone calls may be recorded and/or monitored.
- Calls to our 0800 telephone numbers are free from any UK line including a mobile.

#### 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 make a complaint

a. 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 14 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 S030 2PJ.

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

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone:

0800 023 4567 (free from UK landlines and mobiles) 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 & 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.geeksquad.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;

Dixons Carphone group means The Carphone Warehouse Limited (company no. 2142673) and its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time and includes Dixons Carphone plc and its subsidiary and holding companies (if any) from time to time and in each case, subsidiary company and holding company shall have the meanings set out in the Companies Act 2006, section 1159.

**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.geeksquad. co.uk or 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.geeksquad.co.uk/contactus, or by calling CPW on 0800 049 3040; and 20 21
- 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.
- 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 Dixons Carphone 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 Dixons Carphone group, CPW will only disclose it outside the Dixons Carphone 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 Dixons Carphone 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.geeksquad.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.geeksguad.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; or
- 11.1.4. in a store by visiting your nearest store. Details of your nearest store are available online at 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

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

# **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.

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

- First and foremost, Geek Squad will never try and 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**<sup>\*</sup> and we'll tell you how to report the caller to the Trading Standards Authority.

\*If you are calling from abroad call +44 1708 609 120.





## VISIT

Find your nearest Carphone Warehouse at www.carphonewarehouse.com/storelocator

## CALL

To speak to us about your policy or to make a claim call us on 0800 458 6117<sup>\*</sup> or +44 1708 609 120 if calling from abroad.

Lines are open between Monday to Friday: 8am-8pm Saturday: 9am-6pm Sunday: 10am-5pm

## ONLINE

Go online to: www.geeksquad.co.uk/contact

## 24/7 TECH SUPPORT

Call us day or night for free on: 0800 458 6117\*





Geek Squad protection plans are sold and administered by The Carphone Warehouse Limited (CPW) registered in England and Wales, No.2142673, registered office: 1 Portal Way, London W3 6RS. The plans include insurance underwritten by Aviva Insurance Limited, registered in Scotland, No. 2116, registered office: Pitheavtis, Perth PH2 0NH and technical support provided by Geek Squad which is a trading name of CPW. \*Calls to this number are free from any UK line including a mobile. Calls may be recorded and/or monitored. Prices of calls to either number will incur roaming charges if calling from abroad. Check with your operator for details.

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