

TERMS AND CONDITIONS FOR YOUR BREAKDOWN CARE POLICY

Policy terms and conditions

It is important for your benefit and protection that you read these terms and conditions. These terms and conditions, and any changes we notify you about, form your agreement with us. We intend to rely on the terms and conditions set out in this document.

Definitions

item(s): the console, tablet, PC, gaming headphone, VR headset, PC accessory or virtual reality system protected by this policy.

Game: Game Retail Limited.

policy: this contract of insurance.

we/us/our: Domestic & General Insurance PLC, the provider of the policy.

you/your: the customer.

Is this policy for you?

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your item must be:

- owned by you;
- in good working order when this policy starts;
- located in the United Kingdom;
- used for personal and non-business purposes only; and
- bought from GAME (including GAME store and GAME.CO.UK).

Important conditions

- All information you give must be true, factual and not misleading.
- Your item must have been installed, maintained and used in accordance with the manufacturer's instructions.
- You must ensure that if your item can store data it does not contain any content that may be considered to be illegal. If we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

Your responsibilities

You must arrange any work required to make your item accessible; compliant with all relevant safety standards and safe to work on (as determined by our engineer). We will not do any work where these standards are not met.

What this policy covers

Breakdown

If your item suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will either authorise a repair, arrange a replacement, or (at our option) pay the cost of replacing your item.

Accidental damage

Both during and after the end of the manufacturer's parts and labour guarantee period, if your item suffers accidental damage (i.e. physical damage as a result of a sudden cause so that the item is no longer in good working order), we will either authorise a repair, arrange a replacement, or (at our option) pay the cost of replacing your item.

Territorial limits

Your item is covered for claims that occur in the United Kingdom.

How to make a claim

To request a repair please contact us as soon as possible by telephone on 0800 597 8618 or go online at www.domesticandgeneral.com

Repairs information

Where we arrange a repair we will pay call-out charges, the cost of labour and the cost of parts (as long as these are not covered by another guarantee or warranty on the item). Only engineers

approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. If a repair is approved, we will advise you of the contact details for our engineer. The repairer will provide you with instructions on how to arrange a repair for your broken item. You will have to send your item off to be repaired. You will have to arrange and pay for the packaging of the item, but we will pay for the postage (or we may arrange for a courier to collect your item). While not a requirement, it is recommended that you use the item's original packaging. Please contact us if you want advice on packaging. If your item breaks down, you must take reasonable steps to limit damage, e.g. stop using it if use is likely to cause further damage. If we approve a repair but are unable to find an approved engineer, we'll permit you to use your chosen repairer. You will have to pay for the repair and claim the cost back from us. Please keep a copy of your invoice to send to us.

If we permit you to use your chosen repairer and the proposed repair is estimated to cost more than the repair authority limit: £125, then you must ring the repair authority line on 0800 597 8580 for an authority number before work starts.

Replacements

1. In some situations, at our option, we will replace your item instead of repairing it (for example where we cannot repair it, we cannot obtain spare parts or an engineer in a reasonable time, or we can replace it for less than the cost of the repair). In these circumstances, we will arrange to replace your item with one of a same or similar make and technical specification. If your item was pre-owned, the replacement item may also be pre-owned. Due to changes in manufacturer designs your replacement item may not be of the same colour or design as your original item. We may at our discretion allow you to upgrade your replacement for an additional fee.
2. If we cannot reasonably arrange a replacement, we will give you vouchers instead. This voucher will enable you to buy a replacement of similar make and specification from any GAME store. If your item was pre-owned, you will only be able to buy a pre-owned item with the voucher.
3. All vouchers will be redeemable in all GAME stores and will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us.
4. In this section 'a pre-owned item' means a second-hand item purchased from GAME. If vouchers are not available we will provide a cash equivalent.

Disposal and delivery, installation and other costs

1. If we arrange to replace your item, you must pay the supplier's delivery charge. This will vary depending on the make and model of the replacement item, but will be the cost the supplier charges us without any mark up. When we discuss the replacement with you we will tell you the exact cost.
2. If the item is taken or sent away from your home for repair and is then replaced, the original item will become our property and we will dispose of it. If your item remains in your home but is replaced, you will be responsible for disposing of it at your own cost.
3. In all cases you will be responsible for installing the new item and paying any related costs.

What happens if your item is replaced?

If the manufacturer replaces your item under a manufacturer's guarantee, the policy will continue to provide cover for the replacement item as if it were the original item. If we arrange to replace your item (or give you a settlement for a replacement), your policy will end immediately and any unpaid premium for the current policy period will become due. No premium paid will be refunded. For settlements we will deduct any premium outstanding for the duration of your policy from the settlement.

General exclusions

We shall not be liable for:

- claims where you have breached the important conditions or failed to comply with your responsibilities;
- damage during delivery, installation or transportation of the item by a third party who is not authorised by us;
- any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on an item;
- replacement or recall of the item (or any part) by a supplier or the manufacturer;
- modifying or making an item comply with legislation, work on the item that is only required due to legislation changes or making it safely accessible;
- your failure to follow the manufacturer's instructions;
- any problem with the supply of electricity (unless you are protected against food spoilage), gas, water, broadband or broadcast content;
- routine maintenance, cleaning, servicing and routine re-gassing;
- repairs carried out outside of your country of residence;
- costs or loss arising from not being able to use your item (e.g. hiring a replacement TV), or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment);
- damage to any other property or possessions, unless it is our fault;
- cosmetic damage such as damage to paintwork, dents or scratches;
- any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals (other than pet cats or dogs), plants or trees;
- any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults);
- any item not registered under the policy;
- repairs, maintenance work, or use of spare parts, where not approved by us;
- damage to ceramic or glass surfaces (unless caused by an accident protected by the policy);
- files lost due to a repair or replacement and your failure to back them up;
- commercial or business use including use by charities, not-for-profit organisations, local government or other such similar organisations (unless we agree to the use in writing beforehand);
- fraud or attempted fraud, or where the condition of the item is not consistent with the request you made;
- the cost of replacing any consumables (such as external fuses, blades, oil, petrol, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, vacuum cleaner bags, printer toner or ink cartridges, printer ribbons or fuel);
- the cost of replacing any accessories (such as lawnmower belts, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers, starter connections and straps, 3D glasses, brushes and tubes, or audio pick-up systems including scanners);
- for items that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the item), installing, modifying and upgrading software;
- repairs required where the appliance is functioning within the manufacturer's tolerances (for example, number of pixel failures);

- for televisions: the change from analogue to digital broadcasting including terminating analogue transmissions, software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall.

Special exclusions

In addition to the 'General exclusions' above, we won't approve work or payments for, or arising from:

- any damage caused in transit if you have not returned the item for repair in accordance with our instructions, see 'Repairs information' above;
- unused subscription premiums e.g. for Xbox live;
- any item or accessory which was not supplied as standard with the original item, e.g. extra items or accessories sold separately or as part of a bundle;
- The safe return of any GAME or disc (e.g. DVD, Blu-Ray, CD, UMD or minidisc) which is inside the item when it is returned for repair;
- Any form of portable external storage media (including but not limited to memory cards or USB sticks).

Paying your premium

1. You must pay the total premium (inclusive of all applicable taxes) in one payment, in full before the policy will start. GAME will hold your premium as agent for us and use it to pay refunds, if you cancel your policy in the cooling off period. Any premium you pay is taken to be received by us as soon as it has been paid by you.
2. If you do not pay for your policy on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

Duration of your policy

1. The initial policy period begins on the date you purchase the policy as specified on your receipt. Unless the policy is cancelled or ended in accordance with the policy terms and conditions, it will continue for a period of two years.
2. Your policy will not renew.

Cancellation and ending of the policy

Cooling off period – Changing your mind

1. The 'cooling off period' is the forty five (45) day period from receipt of your documentation or from the policy start date, whichever is later.
2. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid.
3. If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or bring it to an end' below).

After the cooling off period

If you cancel your policy after the cooling off period, then we'll refund the premium paid by you for the remaining full months of your policy.

How to cancel

If you wish to cancel your policy during the first 45 days please return to the store with your documentation and receipt. To cancel your policy after the first 45 days, please write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or click on 'contact us' at www.domesticandgeneral.com. You will need to send in your documentation and receipt.

Our right to cancel your policy or bring it to an end

1. If at any time we replace your item (or give you vouchers for a replacement), your policy will automatically end and no refund will be due (see 'What happens if your item is replaced?' above).
2. We may cancel this policy where there is a valid reason for doing so by giving you at least 7 days' written notice. Valid reasons include but are not limited to the following:

- where you fail to comply with certain conditions (see 'Important conditions' above);
- where you fail to pay for the policy (see 'Paying your premium' above); or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

If we cancel your policy using this provision, you will receive a pro rata refund of the fee paid for the remaining unexpired days of your policy.

Customer services details

For customer services: call 0800 597 8618, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or sign in to My Account on our website: www.domesticandgeneral.com

Calls to 0800 numbers are free. Lines are open, at a minimum, from 9am to 5pm, Monday to Friday (except public holidays). Calls may be recorded and monitored for quality and training purposes.

How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, on the website <http://financial-ombudsman.org.uk>, or by email at: complaint.info@financial-ombudsman.org.uk

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

Transferring your policy to a new owner

With our permission you may transfer your policy to a new owner of the item by giving us their details either over the telephone or in writing. You cannot transfer it to any other item (except for replacements of your item provided under a manufacturer's guarantee).

Changes to these terms and conditions

We may modify or replace these terms and conditions in order to:

- Comply with the law, regulations, industry guidance or codes of practice;
- Rectify errors or ambiguities; and
- Reflect changes in the scope or nature of the protection provided to you.

We will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your policy.

What we do with your information

At Domestic & General we want to reassure you that we use your information both responsibly and securely to provide you with the best possible service. Below we explain what we do with your information and your rights to your information. If you would like any further details you can get in touch with us using the contact details below or visit our website (www.domesticandgeneral.com).

Using your information

Domestic & General Insurance PLC ("we") is the "data controller" of your information. We process two sets of information about you, "Personal Information" (your name, address, contact and payment details) and the "Goods Information" you provide to register your appliance or device (your name, address, contact and goods details).

We'll use your information: (i) as necessary to fulfil our contract with you (including to recover any amounts owing); (ii) for our legitimate interests in: undertaking marketing (about our products and services and those of our third party partners) by post, telephone, email and/or other electronic messaging services; market research; customer surveys; printing services; checking and verifying your identity and contact details; recording your conversations for training, quality and compliance purposes; and for analytics and profiling for marketing purposes; detecting and preventing crime, including fraud; and (iii) where required to do so by law. We may also ask for your consent to some uses of your information.

Sharing your information

From time to time your Personal Information and Goods Information may also be shared with other members of the Domestic & General Group of Companies (Domestic & General Insurance or Services and other future members of the Group whose details we will notify to you ("Group")), where applicable with Game Retail Limited which is the subject of your protection policy and with companies acting on our behalf or providing services to us (e.g. the companies we use to carry out repairs, IT & mailing services, storage of paper records and telecommunications). Game Retail Limited will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy.

Transferring your information

In exceptional cases, we may transfer your information to countries outside the European Economic Area (including the US) which may not have data protection laws which provide the same level of protection as provided in the UK. We have put in place Model Clauses as an appropriate safeguard to ensure that such information is adequately secured and protected and that such transfers meet the requirements of applicable data protection law.

Keeping your information

We keep your personal information for six years after you terminate your policy so that we can deal with any claims. Your goods information we keep for a bit longer, normally 10 years (the average life of an appliance) for health and safety. We also keep your information to send you marketing that you might be interested in, unless we receive a request from you to opt-out of marketing.

Rights to your information

By writing to the Data Protection Officer using the contact details provided below, you have the right to ask us:

- for a copy of the personal information we hold about you;
- for a copy of the personal information you provided to us to be sent to you or a third party in a commonly used, machine readable format;
- to update or correct your personal information to keep it accurate;
- to delete your personal information from our records if it is no longer needed for the original purpose; and
- to restrict the processing of your personal information in certain circumstances.

And you may also:

- object to us processing your personal information – in which case we will either agree to stop processing or explain why we're unable to; and
- where we rely on your consent, withdraw that consent at any time.

Please note that the above rights are not absolute and certain exemptions apply to them.

You can also make a complaint to the Information Commissioner (www.ico.org.uk) if you feel your personal information has been mishandled.

Marketing

We, along with other members of our Group and Game Retail Limited may use your information to tell you about any offers, products or services which may be of interest to you. We may contact you by post, telephone, email and/or other electronic messaging services. To change your marketing preference, let us know by emailing marketingpreferences@domesticandgeneral.com or by writing to us using the contact details provided below. For Game Retail Limited marketing you'll need to contact them directly using their contact details that you'll normally find in their privacy notice.

Contact details

If you need to contact us about your information or your information rights, or to see a copy of our Model Clauses, please write to: Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP or dataprotection@domesticandgeneral.com and we'll be happy to help you.

Exclusion of third party rights

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights. These rights include the right to claim for a refund, repair, or replacement for up to six years (Scotland it's up to five years after you become aware, or could with reasonable diligence have become aware there was a problem) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you. After the first six months you will have to prove that the goods had a fault when sold to you and the longer it takes for the fault to appear the more difficult this will be. For further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

Other providers

You should be aware that extended warranties are available from other high street outlets, insurance companies and other providers. Cover may also be available for limited periods on some items from your credit card provider. Some household contents insurance policies offer cover for accidental damage, fire or theft. However, you may find that an excess is payable and a claim may affect the cost of subsequent insurance premiums.

When can you buy a policy?

If you decide not to buy a policy when you buy your item, any written quotation given to you will be available on the same terms and conditions for a period of 30 days. Any offers, such as discounts and vouchers, which are linked to the purchase of the policy will also remain available for that period.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Company information

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850. Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>) or by contacting the FCA on 0800 111 6768.