

We are pleased you have chosen our Protection Plan, you'll find everything you need to know about your policy right here.

1. Definitions

Accidental damage – Damage caused to your equipment other than a result of malicious damage or deliberate damage caused by you or damage arising out of your negligent behavior.

Accidental loss – The device was accidentally left by you in a location other than your home and you are permanently deprived of its use.

Breakdown – If your protected product fails to operate due to an internal, electrical or mechanical fault.

Claim- A request by you for any of the entitlement and benefits under your policy.

Excess- The amount payable by you towards a successful claim.

Holder – name of the organisation/individual for which the mobile protection plan has been instructed.

Malicious Damage- Damage deliberately caused to your equipment by someone other than you.

Premiums- The sum(s) payable by you for the cover provided under your policy.

Reasonable Precautions- We expect you to take reasonable precautions to keep your device safe from being stolen, lost or damaged. If you fail to take reasonable precautions it may invalidate your claim or incur a higher excess fee.

Stolen- the unlawful taking of your device against your will by another party, with the intention of permanently depriving you of it. **You**- The person/company whose name appears on the signed Protection Plan contract

We/Us Curveball Solutions UK Limited

2. What you're entitled to with Protection Plan from Curveball Solutions UK Limited

If Your Equipment is Damaged, Accidentally Lost or Stolen, in return for paying Your Premium, We, subject to the terms, conditions and exclusions below will at Our discretion either:

- a. Repair Your Equipment
- b. Replace Your Equipment with a product of similar specification with an excess fee. See below Section 4 for further information.

You are covered for:

- a. **Accidental Damage and Cracked Screens:** We will pay for repair costs if Your device is damaged accidentally and we feel You have taken reasonable precautions. We do not cover cosmetic damage.
- b. **Malicious Damage:** if Your device is deliberately damaged by an unauthorised individual we will repair the device. **c. Stolen Device:** If Your device is stolen we will replace it.
- d. **Accidental Loss:** If your device is accidentally lost then we will replace it with an excess fee. (See section 4)
- e. **Breakdown:** If your device suffers a breakdown we will repair your device for you or replace your device if it is deemed unrepairable.
- f. **Liquid Damage:** If your device is damaged as a result of accidentally coming into contact with any liquid we will repair or replace it.

Note: If You make a successful Claim, We will endeavour to repair Your equipment. If unsuccessful We will provide You with Replacement Equipment. Wherever possible We will replace Your Equipment with a model of a similar specification – this might be a different model from a different manufacturer. In the event that We are unable to replace Your Equipment with the exact model, We accept no responsibility for delay should You decide to wait for an exact replacement rather than accept a model of similar specification

3. Exclusions

Your policy doesn't cover You for the following:

- a. Any loss or Theft of Your Equipment deliberately left away from Your person,
- b. Any incident giving rise to a Claim involving Accidental Loss, Theft or Malicious Damage that is not reported to Us within 72 hours of discovery (other than where extenuating circumstances prevent You from doing so).
- c. Any Claim involving Theft or Malicious Damage that You do not provide Us with a crime reference number for within 72 hours of discovery (other than where extenuating circumstances prevent You from doing so).
- d. Any incident giving rise to a Claim involving Accidental Damage that is not reported to Us within 14 days of discovery (other than where extenuating circumstances prevent You from doing so).
- e. Cost of repair or replacement where covered by the relevant manufacturer's guarantee or warranty.
- f. Theft of Your Equipment from a vehicle unless locked and forced entry to the vehicle is evident and reasonable care has been taken to conceal Your Equipment in a glove box or in the car boot. We will request proof that the vehicle has been forcefully entered. **g.** Theft from any property not accompanied by evidence of forced entry or exit.
- h. Any costs for calls, texts or data downloads made after Your Equipment was Accidentally Lost or Stolen.
- i. Confiscation by any government or public authority.
- k. Costs incurred in Your Equipment being routinely serviced, inspected, adjusted or cleaned.
- l. Any costs for repairing or replacing aerials, batteries or chargers where these items are the only part of Your Equipment Accidentally Lost, Stolen or Damaged.
- m. Any Damage, Accidental Loss or Theft as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power.
- n. Any Claim where You are not a resident of the UK at the time of the incident giving rise to the Claim.
- o. Loss of data or software or costs of replacing any personalised ring tones, graphics, downloaded material or applications.
- p. Normal wear and tear or deterioration, depreciation, rusting or oxidation, atmospheric or climatic conditions of Your Equipment.

q. Damage to Your Equipment resulting from alterations, maintenance including cleaning and restoring, repairs, faulty or defective design.

4. Excess

In the event of a successful Claim We will not cover the Excess which must be paid by You.

REPAIR EXCESS				
Type of Claim	BRONZE	SILVER	GOLD	PLATINUM
Accidental Damage	Free	Free	Free	Free
Cracked Screen	Free	Free	Free	Free
Malicious Damage	Free	Free	Free	Free
Stolen Device	N/A	N/A	N/A	N/A
Breakdown	Free	Free	Free	Free
Liquid Damage	N/A	N/A	N/A	N/A
Accidental Loss	N/A	N/A	N/A	N/A

REPLACEMENT EXCESS				
Type of Claim	BRONZE	SILVER	GOLD	PLATINUM
Accidental Damage	£20.00	£45.00	£65.00	£75.00
Cracked Screen	£20.00	£45.00	£65.00	£75.00
Malicious Damage	£20.00	£45.00	£65.00	£75.00
Stolen Device	£20.00	£45.00	£65.00	£75.00
Breakdown	PA	PA	PA	PA
Liquid Damage	£20.00	£45.00	£65.00	£75.00
Accidental Loss	£20.00	£45.00	£65.00	£75.00

FEES PER ADDITIONAL CLAIM				
Type of Claim	BRONZE	SILVER	GOLD	PLATINUM
Accidental Damage	£20.00	£50.00	£100.00	£150.00
Cracked Screen	£20.00	£50.00	£100.00	£150.00
Malicious Damage	£20.00	£50.00	£100.00	£150.00
Stolen Device	£20.00	£50.00	£100.00	£150.00
Breakdown	£20.00	£50.00	£100.00	£150.00
Liquid Damage	£20.00	£50.00	£100.00	£150.00
Accidental Loss	£20.00	£50.00	£100.00	£150.00

PA= Pending Assessment

All figures above are inclusive of VAT at the rate of 20%. Should the rate of the VAT change at the time of claim then Curveball Solutions UK Limited will adjust the excess fees to match the correct rate.

Please note subsequent claim fees are not dependent on claim types but the amount of actual claims previously accepted.

5. Term of Cover

The period of cover will start from the date of agreement being the later of either:

- a. Date of receipt of the mobile phone to be covered by the mobile protection plan.
- b. Agreement communicated either via telephone or written to instate the mobile protection plan.

The minimum term of the protection plan policy is 24 months.

There is no maximum term of contract as your contract is independent of your mobile talk plan contract.

6. Payments of premiums

Payments for the protection are taken monthly. This will appear on your bank statement as "London & Zurich". Your first payment may be for two months. Premiums will be taken on either the 5th or 25th of each month dependent on what has been agreed with the holder. Failure to maintain premiums will invalidate the Protection Plan. Curveball Solutions UK Limited reserve the right not to honour any claims were premiums are due and have not been paid. If the holder stops his premiums without providing written confirmation of cancellation of the policy then the holder will be liable to pay all premiums due until holder meets the terms of the cancellation policy. All premiums are quoted as inclusive of VAT at the rate of 20%. Should the rate of the VAT change then Curveball Solutions UK Limited will adjust premiums to match the correct rate. If you do not keep up instalments on your protection plan account we reserve the right to withdraw all credit services and issue an invoice for the full 24 month term of the plan.

7. How to Claim

a. To make a claim please call Curveball Solutions UK Limited on **0151-547-4320**. To help us deal with your claim as quickly as possible please have the following information to hand:

- IMEI Number
- The make/model of your phone
- Proof of Purchase
- Time and Date of incident and details of the incident
- Crime Reference Number

b. Send Us Your Device. We cannot process a claim without it.

c. To make a claim on **Accidental loss** or a **Stolen device** You must report this within 3 days of discovery. You must report a **Stolen Device** to the police to obtain a crime reference number to support Your claim. If this crime reference number cannot be verified, We will request a police report. We will not proceed with a claim until we have this information.

d. Before any claim can be processed, You must pay the stated excess fee (See Section 4).

e. If We replace your device, Your damaged or lost device becomes the possession of Curveball Solutions UK Limited. If your device is found You must notify Us and send it to Us if We ask You to.

Please be aware it is your responsibility to send your device to us when you make a claim.

Please note Postage and Packaging is not covered with Curveball Solutions UK Limited Protection Plans. Prepaid envelopes can be arranged but will be invoiced to You.

Please be aware that the handset that you make a claim on must match the IMEI number that we have on record for your account. This number will be confirmed in a letter to you. If for whatever reason this changes, it is Your responsibility to inform Curveball Solutions UK Limited of this change.

8. Cancellation

You have the right to cancel your mobile phone protection plan within fourteen days of taking out the plan. This cancellation right is subject to no claims being made on the protection plan. If a claim has been made you will be deemed to have taken on the contract for a minimum of 24 months.

After 24 months you have the right to cancel your mobile phone protection plan at any time.

To cancel the mobile phone protection plan you must:

- Inform Curveball Solutions UK Limited in writing of such a cancellation and receive written confirmation of such a cancellation in return. Written confirmation from Curveball Solutions UK Limited of acceptance of cancellation will be deemed confirmation that the notification has been received in writing from the holder.
- Give a minimum of 30 days' notice of your intention to cancel.
- It should be noted that it is the responsibility of the holder to cancel the protection plan. The plan is relative to the mobile phone and not the talk plan. Upgrade / cancellation by the holder of a talk plan with Curveball Solutions UK Limited, does not constitute cancellation of the mobile phone protection plan. Curveball Solutions UK Limited reserve the right to continue to deduct premiums on a monthly basis until they receive the notification required under the protection plan.
- The mobile protection plan will run independently of talk plan contract and as such will require separate confirmation of cancellation. I.e. a talk plan may run for two years but a protection plan can run beyond this as the equipment is the subject of the protection plan.
- If the holder provides written confirmation of their intention to cancel within 24 months of the start of the protection plan, then the holder will become liable to make payment to Curveball Solutions UK Limited of the remaining premiums due to be paid within the first 24 months of the policy.
- Payment of all outstanding premiums on cancellation must be received before the end of the notice period of the request for cancellation.
- All cancellations should be forwarded in writing to *Customer Services, Curveball Solutions UK Limited, Unit 8, Deacon Park, Moorgate Road, Knowsley, L33 7RX*. We would suggest that proof of postage and delivery is obtained.

9. Loan phones/ Repair

If the device under the mobile protection plan requires a repair then Curveball Solutions UK Limited reserves the right to provide a loan phone upon your request during the period of the repair. This incurs a £20 fee for the service which covers the Postage & Packaging. Please note the handset will only be sent out once the fee has been paid, and will have basic specifications to allow basic communications during the time of your claim. If you are in possession of a Curveball Solutions UK Limited loan phone then we expect the phone to be returned in the same condition as when it was dispatched. You have 2 weeks (10 working days) to return the loan phone to us once you have received your repaired/replacement handset or You will be invoiced for this device.

10. Damage to loan phones

- Failure to maintain the phone to such a standard will result in the holder being liable for costs either:
 - To repair the phone to return it to its original condition.
 - To replace the phone with a phone of similar make and model.
- The holder will be liable to pay the costs plus a 20% mark-up to cover costs of administration and postage. Non return of loan phones
- Failure to return the loan phone within seven days of either a verbal or written request from Curveball Solutions UK Limited will result in the holder being liable for costs to replace the phone loaned to the holder.
- The costs charged to the holder will be the costs to replace the phone with that of similar make and model plus a 20% mark-up to cover costs of administration and postage.
- Payment will be due within seven days of the date of when the loan phone was due to be returned.
- Curveball Solutions UK Limited reserve the right to withhold delivery of any replacement phones until the loan phone are returned
- Change of mobile phone
- Only mobile phones registered with Curveball Solutions UK Limited are covered under the protection plan.
- If you ever change or upgrade your mobile you'll need to inform Curveball Solutions UK Limited in writing of the subsequent change. If you inform Curveball Solutions UK Limited, Curveball Solutions UK Limited will not be held liable for any premiums taken after the change in mobile phone.
- If notification is given of a change in mobile phone Curveball Solutions UK Limited will advise the holder of any changes in premiums due to the change of mobile phone.

11. Replacement delivery address

If Your Claim is accepted, We will deliver Your Replacement Equipment to Your requested location worldwide (Delivery charges apply) If You request delivery outside of the UK, it may take longer. Delivery to war zones or countries with political restrictions may not always be possible. In specific circumstances, We may specify that Your Replacement Equipment is delivered to Your registered address.

12. Your Responsibilities

You should take reasonable precautions to protect Your Equipment against Accidental Loss, Theft and Damage and use and maintain it in accordance with the manufacturer's instructions. This includes being aware of the risks that could result in You having to Claim on Your protection plan and trying to protect Your Equipment from these risks. **a. Airtime Agreements**

You are responsible for all costs associated with keeping Your Equipment fully operational including line rental, prepay vouchers and call costs.

b. Information Provided

You must take reasonable care to ensure that the information provided to Us when You take out Your policy and throughout the life of Your policy is complete and accurate. Please note that if You fail to answer a question in full, or fail to provide the requested information to Us, this could invalidate Your protection plan cover and could mean that part or all of Your Claim may not be paid. **c. Deception, Fraud and Illegal Use**

Your policy is void at Our discretion in the event of misrepresentation, deception or non-disclosure. If You make a fraudulent Claim, Your entitlements and benefits under Your policy will be forfeited and information may be forwarded to the police, government or other regulatory bodies. Your policy is also void in the event that Your Equipment is used wholly or partly in the course of, or to facilitate a criminal activity.

13. Changes to terms and conditions

We may alter the terms and conditions of Your policy at any time, including but not limited to the Premium, Excess charges, Claims processes or cancellation rights for future Periods of Cover giving You no less than 30 days' notice via a durable medium, using contact details held on Our system or any alternative communication method accessible to Us. It is the responsibility of the policy holder to ensure all contract details are maintained by Curveball Solutions UK Limited and up to date.

14. Confidentiality

We won't pass any details about You, Your Equipment or accessories to any third party except Our appointed agents and any claims administrator appointed by Us without Your permission. This is with the exception of when We are required to do so by law or in connection with investigating or preventing fraud, deception or illegality. Please note that in order to assist the police to reduce phone crime, We may pass information about Your Claim on to the police or other relevant authorities or agencies to support the detection, prevention and identification of fraud. You are advised that any call to Us, Our agents or Claims handlers may be monitored or recorded. This is to monitor the accuracy of information provided by Our customers and Our own staff. It may also be used for training purposes and for the detection and prevention of fraud, deception or illegality.

15. Data Protection

We will use the information supplied during the formation and performance of Your policy for policy administration, customer services, paying Claims and fraud prevention. We will keep this information for a reasonable period, insofar as it is necessary for these purposes. Where You disclose sensitive personal data to Us, including any medical or criminal record information, We will also use this information for the above purposes. If You contact Us, We may keep a record of that correspondence or details of any conversation We may have with You. Calls may be recorded.

16. Disclaimer

Curveball Solutions UK Limited is not responsible for any loss of data, pictures or any other type of information that may be stored on the mobile phone whilst the phone is in the possession of Curveball Solutions UK Limited.