



SPECIFIC TERMS AND CONDITIONS FOR MOBILE PROTECTION PLAN

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:

- (a) malicious damage;
- (b) deliberate damage caused by you; or
- (c) damage arising out of your negligent behaviour which is deemed to include cracked screens.

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

Breakdown – If the Equipment 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.

Equipment – the equipment supplied by Us to You pursuant to a mobile plan contract

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 Equipment 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 Equipment 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 Accidentally 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. This may 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. See below Section 4 for further information.

You are covered for:

- a. **Accidental Damage:** We will pay for repair costs if Your Equipment is damaged accidentally and we feel You have taken reasonable precautions. We do not cover cosmetic damage.
- b. **Malicious Damage:** if Your Equipment is deliberately damaged by an unauthorised individual we will repair the Equipment.
- c. **Stolen Equipment:** If Your Equipment is stolen and the theft is reported by You to both Us and the Police within 24 hours of the theft occurring we will replace it.
- d. **Accidental Loss:** If your Equipment is accidentally lost then we will replace it with an excess fee. (See section 4)
- e. **Breakdown:** If your Equipment suffers a breakdown we will repair your Equipment for you or replace your Equipment if it is deemed unrepairable.
- f. **Liquid Damage:** If your Equipment is damaged as a result of accidentally coming into contact with any liquid we will repair or replace it.

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 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.
- 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 and that matters were reported to the Police within 24 hours of the theft occurring.
- h. Any costs for calls, texts or data downloads made after the Equipment was Accidentally Lost or Stolen.
- i. Confiscation by any government or public authority.
- j. Costs incurred in the Equipment being routinely serviced, inspected, adjusted or cleaned.
- k. Any costs for repairing or replacing aerials, batteries or chargers where these items are the only part of the Equipment Accidentally Lost, Stolen or Damaged.
- l. 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.
- m. Any Claim when You are not a resident of the UK at the time of the incident giving rise to the Claim.
- n. Loss of data or software or costs of replacing any personalised ring tones, graphics, downloaded material or applications.
- o. Normal wear and tear or deterioration, depreciation, rusting or oxidation, atmospheric or climatic conditions of the Equipment.
- p. 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 We 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 "Go Cardless". 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. We reserve the right not to honour any claims where premiums are due and have not been paid. If the Holder stops his premiums without providing written confirmation of cancellation of the policy then You and the Holder will be jointly and severally liable to pay all premiums due until the 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 We 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 Us on **0151-547-4321**. 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 Equipment. We cannot process a claim without it.
- c. To make a claim on **Accidental loss** or a **Stolen Equipment** You must report this within 3 days of discovery. You must report a **Stolen Equipment** 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 the Equipment, then the damaged or lost Equipment shall become our property. If the Equipment is subsequently found You must notify Us and send the found Equipment to Us if We ask You to. Please be aware it is Your responsibility to send and ensure delivery of the Equipment to Us when you make a claim.

Please note Postage and Packaging is not covered with Our 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 Us 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 Us in writing of such a cancellation and receive written confirmation of such a cancellation in return. Written confirmation from Us accepting cancellation will be deemed as confirmation that the notification has been received in writing from You.
- Give a minimum of 30 days' notice of Your intention to cancel
- It should be noted that it is the responsibility of You and the Holder to cancel the protection plan. The plan relates to the Equipment phone and not the talk plan. Upgrade / cancellation by You or the Holder of a talk plan with Us, does not constitute cancellation of the mobile phone protection plan. We reserve the right to continue to deduct premiums on a monthly basis until We receive the notification required under the protection plan.
- The mobile protection plan will run independently of the 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 You or the Holder provides written confirmation of their intention to cancel within 24 months of the start of the protection plan, then You will become liable to make payment to Us 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*, Suite 5, Enterprise House, Moorgate Point, Moorgate Rd, Liverpool, L33 7XW. We would suggest that proof of postage and delivery is obtained.

9. Loan phones/ Repair

If the Equipment under the mobile protection plan requires a repair then We reserve 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 loan phone from Us 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 loan phone.

10. Damage to loan phones

Failure to maintain the phone to such a standard will result in You being liable for costs either:

- To repair the phone and return it to its original condition within seven days of Our either making a verbal or written

request of you.

- To replace the phone with a phone of similar make and model.
- A 20% mark-up to cover costs of administration and postage. Failure to return loan phones

Failure to return loan phones

- Payment will be due within seven days of the date of when the loan phone was due to be returned.
- We 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 Us are covered under the protection plan.
- If You ever change or upgrade your mobile You will need to inform Us in writing. If You inform Us of this, you will be held liable for any increase in premiums resulting from such change .
- If notification is given of a change in mobile phone We 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 and We will not be responsible for any delay in respect of the same. 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 Your responsibility to ensure all contact details are maintained by Us and are 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

SPECIFIC TERMS AND CONDITIONS FOR MOBILE PROTECTION PLAN

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

We will not be 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 Our possession.