

Supplementary Terms and Conditions

Toestel Schadeservice
(Handset Damage Service)
and Toestel Totaal Service
(Handset Total Service)

SUPPLEMENTARY TERMS AND CONDITIONS

Toestel Schadeservice and Toestel Totaal Service

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DEFINITIONS

The meanings of the items with an initial capital letter are as given in article 1 of the General Terms and Conditions and in this article.

Supplementary Terms and Conditions	: these Toestel Schadeservice (Handset Damage Service) and Toestel Totaal Service (Handset Total Service) Supplementary Terms and Conditions
General Terms and Conditions	: KPN's General Terms and Conditions for Mobile Telecommunications Services
Mobile Handset	: Mobile Handset with accompanying battery and charger that the Contracting Party or End User uses.
Service Point	: locations designated by KPN on www.kpn.com for repairs.
Toestelschade Service (Handset Damage Service)	: a Supplementary Service comprising reimbursement of the repair and replacement costs for a defective Mobile Handset.
Toestel Service Contract (Handset Service Contract)	: the contract between KPN and the Contracting Party with regard to the Toestelschade Service or the Toestel Totaal Service.
Toestel Totaal Service (Handset Total Service)	: a Supplementary Service comprising reimbursement of the repair and replacement costs for a defective Mobile Handset and reimbursement of the replacement costs if stolen or lost.

CONTRACT AND TERMS AND CONDITIONS

2.1 The General Terms and Conditions and these Supplementary Terms and Conditions apply to the Toestel Service Contract. In the case of contradictions between the General Terms and Conditions and the Supplementary Terms and Conditions, the Supplementary Terms and Conditions will prevail.

2.2 The Contracting Party can only conclude a Toestel Service Contract for either the Toestelschade Service or the Toestel Totaal Service. A Toestel Service Contract may only be concluded for Mobile Handsets purchased in combination with a Subscription and the IMEI numbers of the Mobile Handsets are registered with KPN.

2.3 A Toestel Service Contract is established on the date on which KPN confirms to the Contracting Party that the application for a contract to that effect from the Contracting Party has been accepted. If the application for a Toestel Service Contract is made when a Subscription is taken out, the acceptance date is the moment at which the Contracting Party receives the Mobile Handset.

2.4 Applications for a Toestel Service Contract can be made up to 12 months after the purchase of a Mobile Handset. If the application is made upon taking out a Subscription, it has to be established at a KPN Service Point that the Mobile Handset works properly.

TERM OF THE TOESTEL SERVICE CONTRACT

3.1 A Toestel Service Contract is entered into for the minimum term of 12 months and is tacitly renewed a maximum of twice for a period of 12 months.

3.2 A Toestel Service Contract may be cancelled at the end of or after the minimum term by giving one month's notice in writing and/or by telephone.

3.3 KPN is entitled to dissolve a Toestel Service Contract with immediate effect in the case of fraud, deception and/or concealment.

MAGNITUDE OF PAYMENT AND EXCESS

4.1 If the Contracting Party has concluded a Toestel Service Contract for the Toestelschade Service, the Contracting Party is entitled to repair or replacement of the Mobile Handset in the case of design, construction, material, moulding, processing or assembly errors in the Mobile Handset and/or damage to the Mobile Handset as a result of a sudden external event that affects the Mobile Handset (for example damage caused by water, falling and hits).

4.2 If the Contracting Party has concluded a Toestel Service Contract for the Toestel Totaal Service, in addition to the provisions of article 4.1 the Contracting Party is also entitled to:

- a. replacement of the Mobile Handset in the case of theft or loss, but only if the Contracting Party has reported the theft or loss to the police and up to a maximum of twice a year.
- b. reimbursement of the costs of blocking the calling options
- c. reimbursement of the costs of re-establishing the Connection
- d. reimbursement of the call costs up to a maximum of €1,250.00 (excluding VAT) incurred through demonstrable misuse of the Mobile Handset, via the GSM card other than by the Contracting Party or the End User, during the 24-hour period prior to the KPN Klantenservice (Customer Service) being notified of the loss of the Mobile Handset.

4.3 During the term of the Toestel Service Contract there is an excess per occurrence in the case of damage, theft or loss of the Mobile Handset according to the following table:

	Damage	Theft	Loss
1st time	€ 30.-	€ 75.-	€ 125.-
2nd time	€ 40.-	€ 100.-	€ 250.-
3rd time and more often	€ 50.-	€ 150.-	€ 375.-

The excess is automatically deducted via the invoice for the Subscription in combination with which the Mobile Handset is used.

EXCLUSIONS

5.1 The Contracting Party is not entitled to repairs and/or replacement and/or reimbursement of damage and/or costs in the following cases:

- a. if the type number and/or IMEI number of the Mobile Handset has been damaged, removed or changed
- b. damage has been caused by not connecting and/or installing the Mobile Handset in accordance with the regulations
- c. damage has been caused by processing, repairs or cleaning by the End User or a repair company that is not authorized by KPN or the manufacturer of the Mobile Handset
- d. the damage consists of scratches, scrapes or dents that do not affect the normal use options
- e. if the damage occurred while the Mobile Handset had been lent out
- f. intent by the Contracting Party or End User, as well as damage inflicted with approval of the Contracting Party or End User
- g. the damage has been caused by seizure or confiscation or damage that occurred during the time that the Mobile Handset was confiscated or was requisitioned or used on the orders of a legal power
- h. if there was no KPN SIM card in the Mobile Handset at the moment that the damage, theft or loss occurred
- i. the damage is the result of normal wear and/or gradual deterioration
- j. In the case of fraud, deception or concealment of relevant information by the Contracting Party.

5.2 In the case of theft or loss, the entitlement to reimbursement of the costs and damage lapses if the theft or loss is the result of not acting with the normal care to prevent theft or loss. Among other things not acting with the normal care is taken to mean:

- a. leaving the Mobile Handset in public areas unattended
- b. leaving the Mobile Handset in a room that is not properly locked
- c. leaving the Mobile Handset in a place that is visible from outside

5.3 In the event of theft, the entitlement to reimbursement of costs and damage lapses if no traces of burglary are found.

REPAIRS, REPLACEMENT AND CLAIM HANDLING

6.1 If the Contracting Party has the Toestelvervangservice (Handset Replacement Service) as a Supplementary Service from KPN, the Contracting Party or End User can hand the defective or damaged Mobile Handset to the party delivering the Vervangend Toestel (Replacement Handset) package to be repaired. In all other cases the Contracting Party or the End User must hand in the Mobile Handset at a Service Point for repair.

6.2 In the event of theft or loss the Contracting Party or the End User must report it as soon as possible to the KPN Customer Service on telephone number 0031 (0) 6-12001200. After the report the Contracting Party will receive a theft & loss claim form, which the Contracting Party must complete, sign and return together with the official police report of theft or loss and any other necessary documents such that KPN receives it within 30 days after the theft or loss. If KPN has not received the claim form within 30 days, the right to replacement and/or compensation lapses. If the claim is accepted, the Contracting Party will receive a voucher with which the customer can buy a new handset from a KPN sales point

6.3 In the case of irreparable damage or loss or theft, KPN will provide a replacement Mobile Handset of the same type. If this type is no longer available or in stock, the Contracting Party will receive an alternative with equivalent functions and quality or a voucher with which the customer can buy a new handset from a KPN sales point. Ownership of the original Mobile Handset will be transferred to KPN in the appropriate way.

6.4 All compensation to be paid by KPN and the excess will be settled via the invoice.

6.5 In the event that KPN pays compensation, it is entitled to demand that the Contracting Party cedes to it any claims on others in regard to the occurrence that caused the damaged.

6.6 If, in addition to a Toestel Service Contract, the Contracting Party also has a contract for KPN's Toestel Vervangservice, the loaner handset will not be collected until the repairs are complete or the claim for loss or theft has been handled.

6.7 When giving notification of a claim, the Contracting Party has a duty to comply with all instructions given by or on behalf of KPN, to cooperate in the handling of the claim notification and to refrain from anything that can harm KPN's interests. The Contracting Party moreover has a duty to notify KPN or the claims broker designated by KPN immediately and completely about any occurrence in regard to which an obligation on KPN to pay compensation can arise.

OTHER PROVISIONS

7.1 KPN is entitled to amend the Toestelschade Service and Toestel Totaal Service terms and conditions and payments from time to time. Article 1.16 paragraph 4 of the General Terms and Conditions does not apply to price changes.

7.2 KPN or the third party brought in by KPN is not liable for loss or damage that occurs as a result of the late repair or replacement of a defective, damaged or lost Mobile Handset.

7.3 KPN is entitled to make available to a third party brought in by KPN during the execution of the Toestel Service contract (personal) information from the Contracting Party and the End Users.

