

### Changes and Alterations

You must advise Us of any changes to Your Equipment. Your entitlements and benefits under this contract shall immediately be forfeited upon the happening of any of the following:

- You sell, transfer ownership or dispose of Your Equipment or accessories in any way;
- You cancel any related airtime agreement with O2;
- Your Equipment is modified or altered in any way, or any identifying numbers stored within the electronic memory of the Equipment are altered;
- You change Your Equipment for any reason other than under a manufacturers' warranty exchange scheme or a Claim under this contract.

### Deception, Fraud and Illegal Use

This contract shall be immediately voidable at Our discretion in the event of misrepresentation, deception or non-disclosure of a material fact. If You tell Us any information, or make any Claim that is fraudulent in any respect, You shall forfeit all entitlements and benefits under this contract. We may inform the police, government or other regulatory bodies in these circumstances.

The contract shall also be immediately voidable at Our discretion in the event that Equipment that would otherwise be covered under the terms of this contract is used wholly or partly in the course of criminal activity or to facilitate or enable any criminal act to take place.

### Terms of Cover

The Period of Cover shall commence immediately following You entering into this contract and shall continue for the Period of Cover. Where You have opted to pay Your Premium monthly the renewal of this contract shall be automatic subject to Your continued payment of Premium providing there has been no break in the Period of Cover.

Where You have opted to pay Your Premium monthly this contract is subject to a maximum of fifty-nine renewals. Where You have opted to pay Your Premium in advance on an annual basis, this contract is subject to a maximum of four renewals.

The terms and conditions of the renewed contract shall be the same as the original terms and conditions unless We have advised You otherwise. If there is a break in the Period of Cover due to the Premium not being paid and You subsequently pay the Premium, We may refuse to accept the renewal and may return the Premium to You.

### Changes to Terms and Conditions

We may alter any of the terms and conditions of this contract, including the Premium, for future Periods of Cover at any time on Us giving not less than 30 days notice to You in writing at Your last known address.

### Cancellation

Non-payment of the Premium at the agreed time, for any reason, shall be taken as a request by You for cancellation of this contract, and all benefits and entitlements will cease. We will be under no obligation to advise You if payment of any part of the Premium is not received.

You may cancel this contract within 14 days from the date that You receive full policy documentation without penalty and We will refund any Premium You have paid, providing You have not made any Claim during this period.

**o2.co.uk**

O2 (UK) Limited, 260 Bath Road, Slough, Berkshire SL1 4DX.  
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Both You and Us may cancel this contract at any time after the initial fourteen day period has expired by giving the other party 30 days' notice. Following receipt of your notice of cancellation, We will refund Your Premium for the unexpired Period of Cover.

### Cancellation Due to a Claim

If Your Equipment is replaced, either in full or in part, as a result of a Claim You have made under this contract, We may, at Our option, choose not to continue the entitlements and benefits of this contract on Your replacement Equipment. Should We decide not to continue the entitlements and benefits, We will write to You at Your last known address within 30 days of replacement of the Equipment. No refunds of any Premium You have paid will be made in respect of this cancellation.

### Demands and Needs

This insurance meets the demands and needs of an individual who wishes to purchase protection against the risks of Breakdown, Theft, Loss of or Damage to the Equipment purchased from O2.

### General Information

This contract is underwritten by ACE European Group Ltd, registered in England, No. 1112892, 100 Leadenhall Street, London EC3A 3BP. It has appointed O2 as agents who may use the resources of and assign obligations to other companies. Your contract is administered by Marsh Ltd.

We pride ourselves on the service We give You, Our customer. However, if You have a problem or complaint concerning this contract please write to:

Affinity Practice of Marsh Ltd, O2 Insure, Mailpoint 28M, Mayland House, Mayland Road, Witham CM8 2UP.

Any correspondence should clearly state Your name, address, mobile phone number and Your customer account number.

Marsh Ltd. is authorised and regulated by the Financial Services Authority.



**ace europe**

ACE European Group Ltd. is authorised and regulated by the Financial Services Authority.

ACE European Group Ltd. is a member of:  
The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR. The Financial Ombudsman Service is an independent organisation which can arbitrate in disputes between customers and insurance companies.

Association of British Insurers, 51 Gresham Street, London EC2V 7HQ. The Association of British Insurers is an association for insurance companies, which produces codes of practice for the industry.

**Andrew Kendrick**

President and Chief Executive Officer, ACE European Group Ltd.

**O<sub>2</sub>**

# O<sub>2</sub> Insure Mobile Insurance Terms and Conditions **Gold**

# Gold

This document is a contract and sets out the terms of the insurance arrangements provided to You by Us.

## Definitions

Every time the following words or phrases listed below are used, they shall have the meaning as stated below:

### You/Your

The person who enjoys the entitlements and benefits offered by O2 Gold insurance, whose name appears on the O2 airtime application form and/or the letter accompanying this contract.

### We/Us/Our

ACE European Group Ltd. Registered in England No. 1112892, 100 Leadenhall Street, London, EC3A 3BP and any agents appointed by Us.

### Claim

A request by You for any of the entitlements and benefits under this contract.

### Excess

The amount payable by You towards Your claim.

### Premium

The amount You agree to pay to Us in return for the entitlements and benefits of this contract.

### Period of Cover

Where You have opted to pay the Premium by instalments, the Period of Cover is one calendar month. Where You have opted to pay an annual Premium in advance, the Period of Cover is 12 calendar months.

### Equipment

Equipment shall mean the insured handset having the IMEI number in use and registered with O2.

### Theft or Stolen

The taking of Your Equipment by persons known or unknown with the intention of unlawfully and permanently depriving You of possession of Your Equipment.

### Damage

Physical breakage, destruction or failure of Your Equipment due to forces external to the Equipment that prevents Your Equipment from operating correctly.

### Loss/Lost

Loss shall mean the sudden or unexplained physical loss of the Equipment.

### Breakdown/Brokendown

Failure of the Equipment to operate in accordance with the manufacturer's specifications due to internal component failure not occasioned by external force or means.

### Your Entitlements under Gold

## Section 1 – Damage, Theft and/or Loss

In return for You paying the Premium on or before the commencement date for each Period of Cover, We, subject to the terms, conditions and exclusions described below will, at Our absolute discretion, either:

1. Repair the Equipment or
2. Replace the Equipment with a product of similar specification; should the Equipment be Damaged, Stolen or Lost.

## Section 2 – Breakdown

Where Your Equipment is not covered under a manufacturer's, network or retailers warranty or similar cover, We will guarantee to repair or replace Your Equipment should it fail to operate to manufacturers specifications.

## Section 3 – Accessory Cover

In the event of You making a successful Claim under this contract that results in Us replacing Your Equipment We will replace any accessories up to a total retail value of £25 per claim. Your Claim for accessories must be reported at the same time as Your Claim for Theft, Loss, Damage or Breakdown. You must provide proof of purchase for each accessory claim.

## Section 4 – Replacement Equipment

In the event of You making a successful Claim under this contract that results in Us replacing Your Equipment We will endeavour to replace Your Equipment with a model of similar specification. The replacement may be a different model, be made by a different manufacturer and may not include the identical features, functions and data capability as Your Equipment. We reserve the right to provide replacements which have been reconditioned.

### Exclusions applying to all sections:

This policy does not cover You for:

#### A. Excess

An excess of the first £25 will apply in respect of each Claim You make.

#### B.

##### 1. Damage, Theft and/or Loss of unattended Equipment or accessories:

- (a) From or in a motor vehicle of any description unless the motor vehicle is fully locked, the Equipment and accessories are placed out of sight and all security protections put into operation and so that forced and violent entry into the motor vehicle is required.  
A copy of the repairer's account for repairing the damage resulting from such entry to the motor vehicle must be submitted with any Claim as evidence that the motor vehicle was locked. Equipment or accessories left in any vehicles that cannot be locked and secured against unauthorised entry are not covered;
- (b) Left in a public place or a place to which the public has easy and unrestricted access;
- (c) From or in any other property, place or premises unless such Damage, or Theft is accompanied by forcible entry or exit, or where the Damage, or Theft results from the acts of a person who has entered the property, place or premises without invitation.

##### 2. Damage, Theft and/or Loss of the Equipment or accessories:

- (a) Occasioned on any water borne craft less than 3 metres in length or caused by or as a result of rust, humidity, damp or corrosion;
- (b) Caused by leaving the Equipment on the roof, bonnet, boot or any exterior part of a vehicle;
- (c) Due to wear and tear, marring, scratching, mechanical or electrical Breakdown, discoloration or any type of Damage or failure not affecting the operation of the Equipment;
- (d) Resulting from alterations, maintenance, repairs, faulty or defective design or any process of cleaning or restoring;
- (e) Occurring outside the territorial limits as stated in the General Conditions.

### 3. Any Loss You may suffer or costs to You in respect of:

- a) Depreciation in value, loss of use, loss of software, information or data stored in memories nor any consequential loss except as detailed elsewhere in this contract;
- b) Any Claim for costs associated with calls made during the period that the Equipment was Lost or Stolen;
- c) Damage, Theft or Loss to or charges incurred in repairing or replacing aerials, battery chargers or batteries where these items are the only part of the Equipment Damaged, Lost or Stolen;
- d) Any Damage, Breakdown, Theft or Loss caused by any wilful act or negligence by You or any person using the Equipment or accessories with Your permission;
- e) Costs or charges incurred in replacing car kits and other accessories that can no longer be used with the Equipment, except as provided elsewhere in this contract;
- f) Confiscation of, or detention by order of any government or public authority of the Equipment or accessories;
- g) Costs of repair or replacement where the Damage to the Equipment or accessories is covered by the relevant manufacturer's guarantee or warranty for either parts or labour, except as provided elsewhere in this contract;
- h) Costs incurred in the Equipment or accessories being routinely serviced, inspected, adjusted or cleaned.

### 4. Equipment which has previously been Lost, Stolen or Damaged, and a Claim for such Loss, Theft or Damage was unsuccessful under this cover.

### General Conditions

The following conditions apply to all the sections of this contract.

### War Risks

Any Damage, Breakdown, Loss or Theft of the Equipment or accessories arising out of any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution or military or usurped power is not covered by this contract.

### Your Residence

You are only entitled to the benefits and entitlements under this contract if You are a resident of the United Kingdom at the time of the Damage, Breakdown, Loss or Theft of the Equipment or accessories covered by this contract.

### Territorial Limits

Cover is only provided for Damage, Breakdown, Loss or Theft occurring in the United Kingdom, The Isle of Man and The Channel Islands or Damage, Breakdown, Loss or Theft of Equipment (and accessories if applicable) during a period while the Equipment (and accessories if applicable) are with You in any location in the world outside of these areas, provided the period does not exceed 90 consecutive days in duration. Claims for Damage, Breakdown, Loss or Theft will only be accepted upon Your return to the United Kingdom unless payment of the additional overseas delivery charge has been agreed with Us.

### Notifying A Claim

- a) You must report any Loss or Theft to O2 on the number detailed on Your airtime bill within 24 hours after discovery of such Loss or Theft. If We request completion of a Claim form, which We will supply, this must be fully completed by You and submitted within 30 days of Our request;
- b) You must tell O2 as soon as possible, but in any event within 14 days, after discovery of any Damage or Breakdown, of Your Equipment.
- c) You must report any Loss, Theft or malicious Damage of the Equipment to the police or relevant authority within 48 hours of discovery of such Loss, Theft or malicious Damage and You must

obtain documentary evidence (e.g. police report) in a form satisfactory to Us showing that You have done so.

### We are entitled to:

- a) Take proceedings at Our own expense and for Our own benefit, but in Your name by this contract to recover any payment We have made for replacing Your Equipment and accessories under this contract;
- b) Receive all necessary information, documentation and assistance from You in respect of any aspect of this contract;
- c) If applicable to Your type of Equipment, contact O2 to confirm that You have a current contract and that You have notified them of any incident.

### Settlement of Claims

In the case of claims for Equipment, which is damaged and is capable of being economically repaired, We will be responsible for collection, repair and delivery costs only. You will incur delivery cost and administration charge if You are not at the delivery address as arranged.

### Your Duty of Care

You shall take all reasonable precautions to protect the Equipment against Loss, Theft, Breakdown and Damage and shall use and maintain the Equipment in accordance with the Equipment manufacturers' instructions.

### Airtime Agreements/Use of SIM Cards

If Your Equipment is capable of communication via the mobile phone network, You agree to pay all costs and charges associated with the operation of the Equipment necessary to keep it fully operational, (including line rental, prepay vouchers and call costs). Further, this contract only covers the Equipment whilst it is connected to and contains the SIM card as arranged through O2 and the registered SIM card has been in the insured unit for a period of 15 days running up to and including the incident date, unless such Equipment is being serviced or does not require a SIM card for its operation or the incident is within the first 15 days of the policy. Should You disconnect the Equipment or change Your network or service provider, then all Your entitlements and benefits under this contract shall cease immediately.

### Recovered Equipment

Should We replace any Equipment or accessories the original Equipment or accessories become Our property. If the original Equipment or accessories are recovered You must return them to Us.

### Salvage

We will not replace Damaged Equipment unless You have the Damaged Equipment, including the IMEI or serial number panel, together with the charger and all other accessories provided with the phone at the time of purchase, to return to Us.

### Other Insurances

If at the time of any Damage, Breakdown, Loss or Theft that results in a Claim under this contract there is any other insurance covering the same Damage, Breakdown, Loss or Theft, We will pay only Our rateable share and You must notify Us of the existence of such insurance.

### Confidentiality

We will not pass any details about You, Your accessories or Your Equipment to any third party except Our appointed agents and any claims administrator appointed by Us from time to time without Your permission unless We are required to do so by law or in connection with any investigations where we suspect any fraud, deception or illegality in relation to this contract.