

#### Terms of Cover

The Period of Cover shall commence immediately following You entering into this contract and shall continue for a total of one year. Renewal of this contract is subject to a maximum of four annual 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 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

This contract will terminate upon settlement of one successful Claim. No refund of any unexpired portion of Premium will be made.

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.

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.

#### Demands and Needs

This insurance meets the demands and needs of an individual who wishes to purchase protection against the risks of Breakdown, Theft 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 customer account number.

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



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 policyholders 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.

A handwritten signature in black ink, appearing to read 'Andrew Kendrick'.

**Andrew Kendrick**  
President and Chief Executive Officer, ACE European Group Ltd.



O2 Pay & Go™ Insurance  
**Pay & Go™**

**o2.co.uk**

O2 (UK) Limited, 260 Bath Road, Slough, Berkshire SL1 4DX  
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# Pay & Go™

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 Pay & Go 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

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.

## Your Entitlements under Pay & Go

### Section 1 – Damage and/or Theft

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 phone of similar specification; should the Equipment be Damaged or Stolen.

### Section 2 – 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 £15 will apply in respect of each Claim You make.

### B.

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

- (a) From or in a motor vehicle of any description;
- (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 and/or Theft of the Equipment:

- (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) Damage 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 Stolen;
- (c) Damage or Theft to or costs or charges incurred in repairing or replacing aerials, battery chargers or batteries where these items are the only part of the Equipment Damaged, or Stolen;
- (d) Any Damage, or Theft 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 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 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, or Theft of the Equipment 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, or Theft of the Equipment covered by this contract.

## Territorial Limits

Cover is only provided for Damage, or Theft occurring in the United Kingdom, The Isle of Man and The Channel Islands or Damage, or Theft of Equipment during a period while the Equipment is 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, or Theft will only be accepted upon Your return to the United Kingdom.

## Notifying A Claim

- (a) You must report any Theft to O2 within 24 hours after discovery of such 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 to Your Equipment;
- (c) You must report any Theft or malicious Damage of the Equipment to the police or relevant authority within 48 hours of discovery of such 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 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 agreement 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 costs 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 Theft, and Damage and shall 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, Pay & Go vouchers and call costs). No claims will be accepted for Damage, or Theft that occurs whilst these costs and charges are in arrears. 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. 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 the original Equipment becomes Our property. If the original Equipment is recovered You must return it 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, or Theft that results in a Claim under this contract there is any other insurance covering the same Damage, 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 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.

## Changes and Alterations

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

- (a) You sell, transfer ownership or dispose of Your Equipment in any way;
- (b) You cancel any related airtime agreement with O2;
- (c) Your Equipment is modified or altered in any way, or any identifying numbers stored within the electronic memory of the Equipment are altered;
- (d) 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.