

Samsung Care+ Policy Terms and Conditions

“Samsung Care+” is an insurance policy covering the risk of Accidental Damage to Your Samsung mobile device and Inbox Accessories (“Insured Product”).

If Your Samsung mobile device is not working and did not have an accident it could be defective and it may be covered by the Samsung two year limited warranty or You may have statutory rights under consumer law.

It is worth noting that Samsung Care+ does not cover You for Cosmetic damage which does not affect the functionality of the Insured Product such as scratches, dents, discoloration and small cracks. You must take all reasonable precautions to prevent damage to Your Insured Product.

Samsung Care+ is an insurance Policy underwritten by AWP P&C S.A. – Dutch Branch, trading as Allianz Global Assistance Europe and We agree to insure Your Insured Product according to the Policy Terms and Conditions.

To help you understand Samsung Care+ and how it works You should carefully read and retain these Policy Terms and Conditions which set out what is covered by Samsung Care+, how to claim and how the contract between You and Us may change and/or finish. If you have any queries please contact us on Your local Samsung website: www.samsung.com/support

Samsung, on Our behalf, will handle claims and queries You may have (see Clause 6: How to make a claim).

When You purchase Samsung Care+, We will issue a Certificate of Insurance. The Certificate of Insurance sets out who is covered, what Insured Product is covered, what type of cover You have and when it starts and finishes.

A delay of 24 hours may occur between Your Samsung Care+ purchase and reception of the Policy by Samsung.

The arrangements in the Certificate of Insurance will apply first, then the Samsung Care+ Policy Terms and Conditions will apply in that order.

The Policy Terms and Conditions and Certificate of Insurance form the Contract of Insurance between You and Us.

Summary of Samsung Care+:

Your Certificate of Insurance gives you details of Your cover. Here is a summary of Samsung Care+:

	Coverage summary
Accidental Damage (including Screen Damage and Other Damage)	Covered
Inbox Accessories	Covered
Cover length	Up to maximum 24 months
Claims Limit	2 claims in any 12-month insurance period
Worldwide coverage *	Covered *
Cooling off Period	14 days

* Your Insured Product is insured whilst You are abroad for trips of a duration up to a maximum period of 60 days. We will service Your claim upon Your return to the Country of Residence where Your Samsung Care+ was purchased.

Applicable deductible according to the paid Premium:

Premium			Excess **
2 years		1 year	
£ 159.00	£ 7.49 /Month	£ 85.00	£ 59.00
£ 109.00	£ 5.99/Month	£ 59.00	£ 49.00
£ 89.00	£ 4.99 /Month	£ 49.00	£ 39.00
£ 79.00	£ 3.99/Month	£ 39.00	£ 29.00

** The Deductible will be collected by Samsung Authorised Service Center through the payment method available in Your Country of Residence and will be collected for each individual valid claim.

In case You did not purchase Samsung Care+ at the same time as Your Insured Product, You can benefit from a 30 day period from the Insured Product purchase date to purchase Samsung Care+. In this instance You must return to the seller of Your Insured Product or go to Samsung directly. Please note that Your Insured Product must be eligible for Samsung Care+ (e.g. see Clause 1. General Validity Conditions and Clause. 3 General Exclusions).

When you submit a claim to Samsung, at Our discretion, Samsung will repair or replace Your Insured Product. Samsung will use original or refurbished original spare parts. Damaged parts and materials replaced by Samsung and devices that are Beyond Economical Repair replaced by Samsung, shall become Our property.

If We accept Your claim and the Insured Product is Beyond Economical Repair then Samsung will replace it. The replacement will be as new (refurbished) and will be the same model or the nearest equivalent model to the Insured Product commercially available at the time of Your claim (same colour cannot be guaranteed). A replacement device will come with:

- i) the remaining period of Your Samsung Care+ from the original Insured Product; and
- ii) the remaining period of Your Samsung two year limited warranty from the original Insured Product or with a 90 day limited warranty whichever is longer.

Whether We repair or replace the Insured Product You are limited to 2 claims in any 12-month insurance period.

1. General Validity Conditions

1.1 Samsung Care+ is valid for individuals age 18 years and over whose Country of Residence is Great Britain and Northern Ireland. Please note that that during the term of Your Policy Great Britain and Northern Ireland must remain as Your Country of Residence in order for Your Policy to be valid.

1.2 Samsung Care+ is valid only for Insured Products purchased in Your Country of Residence with CE marking.

1.3 Samsung Care+ is only valid for new Samsung mobile devices; it does not cover second-hand Samsung mobile devices.

1.4 Samsung Care+ is only valid for mobile devices purchased by You for personal use. It is not valid for mobile devices that You use or are provided with for business or employment purposes.

1.5 Even after purchasing Samsung Care+, Your Policy may become invalid if:

- a) We have previously informed You that We do not want to insure You (anymore). In this case We will refund any Premium paid by You (see Clause 4. Cancellation);
- b) You have not paid the Premium due on time (see Clause 5. Payment); or
- c) You have made any false declarations (see Clause 6. How to claim).

2. Definitions

Some of the words and phrases in these Policy Terms and Conditions have specific meanings. These are explained below and have the same meaning wherever they appear beginning with a capital letter.

Term	Definition
Accidental Damage / Accidentally Damaged	At a definable time and place Your Insured Product stops working normally and its usability or its safety is affected due to handling errors, liquid or external events that are unforeseen and unintentional. This includes:

Term	Definition
	<ul style="list-style-type: none"> • <u>Screen Damage</u>: Physical damage, such as cracking or breaking of the screen affecting the functionality of the Insured Product and limited to parts needed to fix a cracked or broken screen and back glass such as glass /plastic screen, LCD and sensors fixed to the screen. • <u>Other Damage</u>: Liquid damage caused by unintentional spills in or on the Insured Product and any physical damage that can occur other than Screen Damage preventing access to the mobile device software or the ability to charge
Beyond Economical Repair	means the state of an Insured Product where it is estimated that the repair cost will significantly exceed the Insured Product’s replacement value.
Certificate of Insurance	means the document that sets out who is covered, what Insured Product is covered, the type of cover and when the insurance starts and finishes.
Contract of Insurance	means the Certificate of Insurance along with the Policy Terms and Conditions, which make up the contract between You and Us.
Cooling-off Period	means the period during which You can change Your mind and cancel the Policy with a full refund of Premium collected to date provided no valid claims have been or will be made.
Country of Residence	means the country where You have Your main home and spend more than six months of the year.
Deductible	means the pre-defined amount payable by You for each valid claim You make under this Policy.
Inbox Accessories	means the headset and battery charger included in the box of the Insured Product.
Insured Product	means the Samsung manufactured mobile device(including Inbox Accessories) that We have agreed to insure shown on the Certificate of Insurance.
Party	means You or Us.
Period of Insurance	means the duration of the Policy (maximum 24 months) from the Policy Start Date until the date of cancellation or termination of Your Policy subject to the Policy Terms and Conditions.
Policy	means Your Samsung Care+ insurance as documented in the Contract of Insurance.
Policy Expiry Date	means the date of termination of the insurance contract for Your Insured Product as shown on the Certificate of Insurance.
Policy Start Date	means the date from which Your Insured Product is insured by Us as shown on the Certificate of Insurance.
Policy Terms and Conditions	means the terms set out in this document.
Premium	means the amount to be paid by You, on an upfront or monthly basis till the end of Insurance period, which includes Insurance Premium Tax at the prevailing rate.
Samsung	means Samsung Electronics (UK) Limited.
Samsung Authorised Service Centre	means a third party service center appointed by Samsung and approved by Us to provide You with services under this Policy.
We / Us / Our	means AWP P&C S.A. – Dutch Branch, trading as Allianz Global Assistance Europe.
You / Your	means the policyholder named on the Certificate of Insurance.

3. Exclusions

The Policy does not cover:

3.1. Any claim for an event occurring outside the Period of Insurance.

3.2. A third or subsequent claim in any 12-month insurance period, beginning from the date of the first claim. For example if you make your first claim on the 1st January, you are limited to only one more claim up until 1st January the following year.

3.3. Your Insured Product in case of:

- a) Your Insured Product has had its serial or IMEI number removed, defaced or altered;
- b) Any pre-existing damage that cannot be attributed to the event being claimed for;
- c) At the time of purchasing the Policy, You were aware of something that would give rise to You making a claim;
- d) Design, manufacturing or other faults in relation to the Insured Product safety;
- e) Your Insured Product has been altered, modified or repaired by a non-Samsung Authorised Service Centre, including alteration or modification to any internal parts or to the operating system (such as, but not limited to, being unlocked to operate in another region);
- f) Failure due to faults or defects in materials and workmanship. These defects could be covered under Your Samsung two year limited warranty and/or Your statutory rights;
- g) Cosmetic damage which does not affect the functionality of the Insured Product such as scratches, dents, discoloration and small cracks;
- h) Damage that naturally and inevitably occurs as a result of normal wear and tear;
- i) Your Insured Product is not installed or operated in accordance with Samsung's instructions;
- j) Electrical or mechanical breakdown of Your Insured Product;
- k) Repairs carried out without Our authority;
- l) Installing or re-purchasing any content such as data, music, photos, apps or software to the replacement Insured Product unless specifically mentioned as a benefit; or
- m) Your Insured Product was purchased outside Your Country of Residence.

3.4. Damages and expenses incurred arising directly or indirectly from the following events or circumstances are not covered under this Policy:

- a) Misuse including damage caused intentionally and the use of the Insured Product for a purpose for which it was not originally intended;

- b) Routine cleaning, service and maintenance or logistics charges where no fault is found for which You will be liable;
- c) Gross negligence resulting in a claim. A conscious and voluntary disregard of the need to use reasonable care by You or a user of the Insured Product;
- d) You act illegally or break any government prohibition or regulation.
- e) Lack of reasonable precautions to prevent damage to Your Insured Product.
- f) Theft or loss of the device.

3.5. General exclusions:

- a) Loss of use or consequential loss of any kind;
- b) The Policy does not cover any damage caused by external events such as fire, flood, lightning, and explosion; and
- c) Damage caused by or arising from, but not limited to, an electro-magnetic pulse, whether man made or naturally occurring, nuclear reaction or contamination from nuclear weapons or radioactivity, seepage, pollution or contamination or damage caused by war, invasion, revolution or natural catastrophe.

4. Commencement and Cancellation

The Policy will come into force at 00:00 hours on the Policy Start Date and has a 1 month minimum term. After this 1 month minimum term this insurance policy will continue to run on a monthly basis up to maximum 24 months.

4.1. How to cancel Your Policy?

4.1.1. During the Cooling-off Period:

You have 14 days from Your Policy Start Date to cancel Your Policy and receive a full refund (provided no valid claims have been made or will be made).

4.1.2. After the Cooling-off Period:

You can cancel at any time and cover will finish at the end of the paid-for period. No refund will be given for any unused period of insurance for the month in which you cancel.

4.1.3. If You have made a claim during the Cooling-off Period:

If You make a valid claim You are still entitled to cancel your policy however We will deduct the value of the benefit You have already received from the refund due. Please note on most occasions this result in no refund at all.

4.1.4. When changes occur or are made to the Insurance Contract:

We can review and change the monthly or annual Premium, Deductibles and/or these Policy Terms and Conditions at any time for regulatory reasons. You will be given a minimum of 30 days' notice of any proposed changes by email. If You do not agree with the amendment You may cancel Your Policy within 30 days after You were informed of the change. You may be eligible to receive a refund any Premium paid in advance for the period following the date Samsung receives Your cancellation instructions on a pro rata basis.

4.2. When will the Policy end?

4.2.1. If neither Party has cancelled the Policy, the Contract of Insurance will end either:

- i) 24 months after the Policy Start Date.
- ii) If You have reached the claims limit, in this case no refund will be due.

4.3. Can the Policy be renewed?

4.3.1. This Policy cannot be renewed after the maximum 24 month period.

4.4. When can the Policy be terminated?

4.4.1. We may cancel this Policy if you have 2 successful claims in any 12-month insurance period;

4.4.2. We may cancel this Policy and You will not be able to claim and may not be entitled to a Premium refund, should the reason for cancellation be due to non-payment of the Premium or a breach of the Policy Terms and Conditions, such as if You:

- have misled us through dishonesty or incomplete information when taking out the Policy;
- have purposely misrepresented or failed to disclose any facts; or
- have committed fraud, cheated or deceived us.

In the event that we choose to terminate your Policy we will notify you in writing.

4.5. Can the Policy be transferred to someone else?

4.5.1. The Policy cannot be transferred to someone else.

4.6. Can the Policy be transferred to a brand new phone?

4.6.1. The Policy cannot be transferred to a new purchased phone.

5. Payment

5.1. You must pay the Premium. The Premium is paid on monthly basis, starting from the time of purchasing the Policy. The first monthly premium must be paid upon completion of the purchase. Payment of following monthly premiums is due on the date agreed.

5.2. Your payment of the monthly Premiums must be up-to-date in order for Your Policy to be valid. If We have not received the monthly Premium on time then You will not be covered and Your Policy will not be valid.

5.3. If any monthly premium is not paid on time, We shall be entitled – so long as the payment remains outstanding – to cancel this Policy, unless You are not responsible for the non-payment.

- 5.4. If any monthly premium has not been paid at the time an Insured event occurs, We are not to be liable to pay compensation, unless You are not responsible for the non-payment.
- 5.5. In the event of non-payment of any monthly Premium, We are entitled to cancel this Insurance Policy on giving You reasonable notice of the non-payment. If We have not received the Premium You will not be covered and Your Insurance Policy will not be valid. In the event that We choose to cancel Your Insurance Policy We will notify You in writing.

6. How to make a claim

We understand that each claim can be very different. We will consider each individual set of circumstances before We make a decision.

6.1. How to contact Samsung:

- 6.1.1. You can contact Samsung by:
- i) Telephone, between the hours of 8am and 8pm Monday to Saturday by calling: 03307267864
 - ii) Samsung's website at: www.samsung.com/support.
 - 6.1.2. When You contact Samsung We will let You know what information We need from You to claim and how Your claim will be processed. At a minimum We will request:
 - iii) Evidence that Your Insured Product is insured with Us (e.g. Your Certificate of Insurance number or IMEI number);
 - iv) A description of the incident that caused the Accidental Damage to Your Insured Product; and
 - v) You may need to provide proof of purchase of the Insured Product.

6.2. Where to find?

- 6.2.1. Your "Certificate of Insurance" number:
It can be found on Your Certificate of Insurance.
- 6.2.2. Your IMEI number:
You can find Your Insured Product's IMEI number by inputting *#06# into Your Insured Product or by going through settings on the Insured Product. It should also be noted on the documentation that came with Your Insured Product when You purchased it and may be on the back of your Insured Product. Your network provider may also be able to provide it to You.
- 6.2.3. Your Proof of purchase of the Insured Product:
This could include a receipt or documentation from Your reseller. If You don't have any proof of purchase We may decline Your claim.

6.3. How is Accidental Damage determined and covered?

- 6.3.1. We will let You know as soon as possible if We can settle Your claim after the Samsung Authorised Service Centre has reviewed Your claim. In order for Your claim to be eligible You must not separately arrange a repair without Our approval.
- 6.3.2. You must submit Your claim fully and truthfully. This enables Us to properly determine the Accidental Damage.
- 6.3.3. You must retain the original invoice, receipts or any supporting documentation of Your purchase of the Insured Product. We may request You to provide these as proof of purchase.
- 6.3.4. Where another person is liable for Your Accidental Damage We are entitled to recover the costs We incurred (i.e. for repairing or replacing the item) from that other person.

6.4. What do We require from You ?

6.4.1. Ensuring access to Your Insured Product:

In the case of Accidental Damage, it is important You contact Your network provider to disable any security features (for example, locks, personal IDs passcodes or PIN numbers), software, applications or other means which stop Us accessing Your Insured Product.

6.4.2. Ensuring You contact Samsung in a timely manner :

We encourage You to report Your Accidental Damage as soon as possible so that the Insured Product can be repaired and so that the Accidental Damage does not result in further deterioration to the Insured Product. If there is an unreasonable delay between the occurrence of the Accidental Damage and You notifying Samsung, We may adjust Your claim settlement in case Our obligations have increased due to the delay.

6.4.3. Sending Your Insured Product or information:

We will keep Your claim active for 60 days to enable You to send Your Insured Product to Samsung and/or provide any additional information Samsung has requested from You. If You have not provided the Insured Product and/or the additional information to Samsung after 60 days You will need to re-register Your claim from the beginning.

6.4.4. Backing up Your data:

All Insured Products sent to be repaired will be wiped of all data before any action by Samsung's Authorised Service Centers personnel for confidentiality purposes. Samsung shall not be liable for the loss of any data howsoever caused. Samsung's Authorised Service Centers and We do not accept responsibility for Your SIM Card, memory card or any other storage media or property belonging to You not removed from the Insured Product before sending in for repair. Before sending Your Insured Product for repair, You are responsible for managing, backing up or otherwise protecting the data of Your Insured Product against loss, damage or destruction.

6.5. Preventing false declaration and non-disclosure

- 6.5.1. You must provide Us with complete and accurate information when purchasing the Policy and making a claim. We may not provide assistance or cover if You provide us with incorrect or incomplete information. This includes failure to cooperate in the settlement of the claim or failing to pass on important information or changes
- 6.5.2. If You or anyone acting on Your behalf makes a claim which is in any way false or fraudulent or supports a claim with any false or fraudulent statement or document, You will lose all benefit and any Premiums You have paid for the Policy. We may also recover the cost of any successful claims We have settled under this Policy and later discover to be fraudulent. If You fraudulently provide Us with false information, statements or documents, We may record this on anti-fraud databases and may also notify other organisations.

6.6. Multiple insurances

- 6.6.1. If You are entitled to compensation under another insurance policy, public scheme or obligation arising from a law or a regulation You should notify Us and We may decline to cover. We will, however, cover you where eligible under this policy for damage which is not covered by the other insurance policy, public scheme or legal obligation arising from a law or a regulation.
- 6.6.2. If We do provide cover up front at Your request, You assign Your right to compensation under another insurance policy, public scheme or any legal obligation arising from a law or regulation to Us.
- 6.6.3. If You have more than one insurance that covers You for the same loss, You should only submit the claim to one insurer and provide details of any other insurance to that insurer. They will then contact anyone else who would have insured the event for a contribution towards the costs.

7. Making enquiry or complaint

- 7.1. If You have a query or a complaint please get in touch with Samsung, in the first instance. The easiest way to contact Samsung is to call on 03307267864. Alternatively, You can write to:

Samsung Customer Support
Selectapost38
Sheffield
S97 3FJ

- 7.2. Samsung will do everything possible to ensure that Your query is dealt with promptly. Providing Your name, IMEI number or Certificate of Insurance number should help Samsung deal with Your comments more efficiently.

- 7.3. If You are not satisfied with the solution You may have a right to submit the complaint to La Médiation de l'Assurance. Please see below for their contact details.

Address: LMA, TSA 50110,75441 Paris Cedex 9, France

Website: www.mediation-assurance.org

8. Privacy and Personal Data

AWP P&C S.A - Dutch Branch is responsible for the processing of personal data collected for the purpose of awarding, managing and executing insurance contracts.

This data is kept for the period of time necessary for the execution of the contract and in accordance with the provisions relating to the prescription period defined in the Privacy Notice. It is used for the management of insurance guarantees and may be communicated to subcontractors located in or outside the European Union.

In accordance with the applicable data protection legislation and regulations You may exercise Your right to access the data concerning You and have it rectified by contacting: AzPUKDP@allianz.com

For more information, it is possible to consult the Privacy Notice explaining in particular how and why are collected personal data. Its most recent version has been provided to you at the time of the subscription of the contract or available at the following address: <https://images.samsung.com/is/content/samsung/p5/uk/samsung-mobile-care-privacy-policy.pdf>

9. International sanctions

This Policy may not provide any cover or benefit to the extent that either the cover or benefit would violate any applicable sanction, law or regulations of the United Nations, the European Union, United States of America or any other applicable economic or trade sanction, law or regulations. We decline claims to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

10. Governing law

Unless agreed otherwise, the law of England and Wales will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this Policy, the courts of England and Wales shall have exclusive jurisdiction.

11. Regulatory Status

This policy is underwritten by the Dutch branch of AWP P&C S.A., which has its registered office in Saint-Ouen, France. We also operate under the trading name Allianz Global Assistance Europe.

Our business address is:

Poeldijkstraat 4
1059 VM Amsterdam
Netherlands

Our postal address is:

PO Box 9444
1006 AK Amsterdam
Netherlands

AWP P&C S.A. – Dutch Branch, trading as Allianz Global Assistance Europe, is an insurer licensed to act in all EEA countries.

AWP P&C S.A. – Dutch Branch, with corporate identification No 33094603, is registered at the Dutch Authority for the Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France which is the applicable supervisory authority.