

SAMSUNG CARE+ FOR GALAXY Z FOLD 3 POLICY TERMS AND CONDITIONS

INTRODUCTION

“Samsung Care+ for Samsung Galaxy Z Fold 3” is an insurance policy covering the risk of Accidental Damage to the Beneficiary’s Samsung Galaxy Z Fold 3 mobile device and In box Accessories (“Insured Product”) which was bought new and for which the insurance cover was activated within 30 days from the device purchase date.

If the Beneficiary’s Samsung Galaxy Z Fold 3 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 by statutory rights under consumer law.

It is worth noting that Samsung Care+ does not cover the Beneficiary’s Insured Product for cosmetic damage which does not affect the functionality of the Insured Product such as scratches, dents, discolouration and small cracks. The Beneficiary must take all reasonable precautions to prevent damage to the Insured Product.

Samsung, on Our behalf, will handle claims and queries the Beneficiary may have (see Clause 5: How to make a claim).

CONTENTS

	Page number
Demands and needs statement	1
About us and our insurance services	2
Summary of Samsung Care+ for Galaxy Z Fold 3	3
Important information	3-4
1. General conditions	4
2. Definitions	4-5
3. General exclusions	5-6
4. How to make a claim	6-7
5. Making an enquiry or complaint	7
6. Privacy and personal data	8

GROUP POLICY STATEMENT

Samsung Care+ for Galaxy Z Fold 3 is a Group Insurance Policy held by Samsung Electronics (UK) Ltd to provide cover for the beneficiary’s insured device.

Samsung Electronics (UK) Ltd is the Policyholder.

You have not been provided with any recommendation or advice about whether this product meets your specific insurance demands and needs.

ABOUT US AND OUR INSURANCE SERVICES

Allianz Assistance
102 George Street
Croydon, CR9 6HD

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

2. Whose products do we offer?

We, Allianz Assistance, are an insurance intermediary that offers products from the insurance company, AWP P&C SA which is a French company duly authorised in France. We act on their behalf.

3. What services will we provide you with?

You will not receive any personal advice or recommendation from us for Accidental Damage insurance.

4. What will you have to pay us for this service?

You will not pay us anything for this service as Samsung Electronics (UK) Limited is the policyholder and pays the premium to the insurer.

5. Who regulates us?

Allianz Assistance is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD. We are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311909. Our regulated business includes arranging insurance.

You can check this on the Financial Services register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on **0800 111 6768**.

Samsung Electronics (UK) Limited operates as an Ancillary Insurance Intermediary (All) under Article 1.III of the Insurance Distribution Directive (IDD); permitting limited regulated business (arranging and administering cover in connection with the purchase of a device).

6. What to do if you have a complaint

If you wish to register a complaint about your cover, in the first instance, please contact Samsung:

- By phone: **0333 000 0333** (Monday to Sunday 8am to 10pm).
- By email: uk.help@samsung.com
- By live chat: <https://www.samsung.com/uk/support/contact/> (24 hours a day, 7 days a week).

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service for independent arbitration. Visit www.financial-ombudsman.org.uk write to Financial Ombudsman Service, Exchange Tower, London E14 9SR call **0800 023 4567** or **0300 123 9 123** email complaint.info@financial-ombudsman.org.uk

7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations.

Insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangement is available from the FSCS, telephone number **0800 678 1100** or **020 7741 4100**, or by visiting their website at www.fscs.org.uk.

SUMMARY OF SAMSUNG CARE+ COVER

These Policy Terms and Conditions give details of the insurance cover for the Beneficiary's Insured Product. Here is a summary of Samsung Care+ for Samsung Galaxy Z Fold 3:

Cover	Coverage summary
Accidental damage (Including Accidental screen damage and Other accidental damage)	Covered
In box accessories	Covered
Claims limit	2 claims during the 12 month Insurance Period
Worldwide coverage*	Covered*
Excess**	£115**

* The Insured Product is covered whilst the Beneficiary is abroad for trips of a duration up to a maximum period of 60 days per trip. Samsung, on Our behalf, will service the Beneficiary's claim upon return to the United Kingdom where the Insured Product must have been purchased and activated.

** The Excess is £115 and will be collected by a Samsung Authorised Service Centre through the payment method available in the United Kingdom.

When the Beneficiary submits a valid claim to Samsung, they will either repair or replace Your Insured Product, at Our discretion. 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 the Beneficiary's claim and the Insured Product is Beyond Economical Repair then Samsung will replace it. The replacement device may be refurbished or new and will be the same model or the nearest equivalent model to the Insured Product commercially available at the time of the

Beneficiary's claim (same colour cannot be guaranteed). A replacement device will come with the remaining period of the Samsung's two year limited warranty from the original Insured Product or with a 90 day limited warranty, whichever is longer.

The Beneficiary can make only two claims per Policy during the Insurance Period, irrespective of whether a repair or replacement is provided.

IMPORTANT INFORMATION

Insurer

Samsung Care+ for Galaxy Z Fold 3 is an insurance Policy underwritten by AWP P&C SA and is administered in the UK by Allianz Assistance, which is a trading name of AWP Assistance UK Ltd. We agree to insure Your Insured Product according to the Policy Terms and Conditions.

You should carefully read and retain these Policy Terms and Conditions which set out what is covered by Samsung Care+ Galaxy Z Flip 3, how to claim and how the contract between You and Us may change and/or finish. If You have any queries please contact Samsung on 0333 000 0333 (Monday to Sunday 8am to 10pm), email UK.help@samsung.com, live chat <https://www.samsung.com/uk/support/contact/> (24 hours a day, 7 days a week) or visit: www.samsung.com/support

How Your Policy works

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+ Galaxy Z Fold 3, 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+ Galaxy Z Fold 3 purchase and of Samsung being made aware of the Policy purchase.

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

Financial Services Compensation Scheme (FSCS)

For Your added protection, the Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the Insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at www.fscs.org.uk.

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.

Contracts (Rights of Third Parties) Act 1999

We, the Insurer and You do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

1. GENERAL CONDITIONS

- 1.1 Samsung Care+ for Galaxy Z Fold 3 is valid for individuals age 18 years and over whose Country of Residence is the United Kingdom. Please note that during the term of Your Policy, the United Kingdom must remain as Your Country of Residence in order for Your Policy to be valid.
- 1.2 Samsung Care+ for Samsung Galaxy Z Fold 3 is only valid for new Samsung Galaxy Z Fold 3 mobile devices bought in the United Kingdom; it does not cover second-hand Samsung Galaxy Z Fold 3 mobile devices.
- 1.3 Samsung Care+ for Samsung Galaxy Z Fold 3 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 purposes or relating to the Your employment.
- 1.4 Samsung Care+ for Samsung Galaxy Z Fold 3 is only valid if the insurance is activated within 30 days of the device purchase date.
- 1.5 This Samsung Care+ for Samsung Galaxy Z Fold 3 policy cannot be cancelled. The Policy will end if 2 claims have been made during the Insurance Period.

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.

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:

- Accidental Screen Damage: 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.
- Other Accidental Damage: 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.

Beneficiary, You, Your

The individual who purchases a Samsung Galaxy Z Fold 3 and who activates the Samsung Care+ for Galaxy Z Fold 3 insurance cover under the conditions of this document.

Beyond Economical Repair

The state of an Insured Product where it is estimated that the repair cost will significantly exceed the Insured Product's replacement value.

Country of Residence

The United Kingdom where the Beneficiary has their main home and spends more than six months of the year.

Excess

The pre-defined amount payable by the Beneficiary for each valid claim made under this Policy.

In box Accessories

The charging cable included in the box of the Insured Product.

Insured Product

The Samsung Galaxy Z Fold 3 mobile device (including In box Accessories) complete with CE marking that has been purchased as new and not second-hand.

Party

The Policyholder, the Beneficiary or Us.

Period of Insurance

The duration of the Policy (maximum 12 months) from the Policy Start Date until the Policy Expiry date.

Policy

The Samsung Care+ insurance cover activated by a Beneficiary under the terms of the collective insurance agreement between Samsung and Us.

Policy Expiry Date

The date of termination of the insurance cover which will be 12 months after the Policy Start Date.

Policy Start Date

The date on which the Beneficiary activated the insurance.

Policyholder

Samsung Electronics (UK) Limited.

Samsung Authorised Service Centre

A third party service centre appointed by Samsung and approved by Us to provide You with services under this Policy.

We, Our, Us, Insurer

Allianz Assistance who administer the Policy on behalf of the Insurer.

3. GENERAL EXCLUSIONS

The Policy does not provide cover for:

- 3.1 Any claim for an event occurring outside the Period of Insurance.
- 3.2 The Insured Product where:
 - a) The serial or IMEI number has been removed, defaced or altered;
 - b) Any pre-existing damage cannot be attributed to the event being claimed for;
 - c) At the time of activating the Insurance cover, the Beneficiary was aware of something that would give rise to them making a claim;;
 - d) Alterations, modifications or repairs have been carried out 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;
 - e) Failure is due to faults or defects in materials and workmanship. These defects could be covered under the Samsung two year limited warranty and/or the Beneficiary's statutory rights;
 - f) Cosmetic damage has occurred which does not affect the functionality of the Insured Product, such as scratches; abrasions; scuffing; peeling; warping; bending; twisting; dents; discolouration and small cracks;
 - g) Damage occurs as a result of normal wear and tear ;
 - h) Apps, software, hardware or the Insured Product have not been installed or operated in accordance with Samsung's instructions;
 - i) Electrical or mechanical breakdown has occurred;
 - j) Repairs have been carried out without Our prior authorisation;
 - k) The Beneficiary installs or repurchases any content such as data, music, photos, apps or software to the replacement Insured Product unless specifically mentioned as a benefit; or
 - l) It has been purchased outside the United Kingdom.
- 3.3 Damages and expenses incurred 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 the Beneficiary will be liable;
 - c) Gross negligence resulting in a claim. A conscious and voluntary disregard of the need to use reasonable care by the Beneficiary or a user of the Insured Product;
 - d) The Beneficiary acts illegally or breaks any government prohibition or regulation;
 - e) Lack of reasonable precautions to prevent damage to Your Insured Product;
 - f) Theft or loss of the device.
- 3.4 Any claim:
 - a) For loss of use or consequential loss of any kind;
 - b) For damage caused by external events such as fire, flood, lightning, and explosion;

- c) For 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; and
- d) Where the cover or benefit would violate any applicable sanction, law or regulations of the United Kingdom, United Nations, the European Union, United States of America or any other applicable economic or trade sanction, law or regulations or where claims to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

4. 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.

5.1 How Samsung can be contacted:

- 5.1.1 You can contact Samsung by:
 - i) telephone, **0330 726 7864** (Monday to Friday 8am to 7pm and Saturday 10am to 3pm);
 - ii) email UK.help@samsung.com; or
 - iii) live chat: <https://www.samsung.com/uk/support/contact/> (24 hours a day, 7 days a week); or
 - iiii) visiting the Samsung's website at: www.samsung.com/support
- 5.1.2 When You contact Samsung they will let You know what information We need from You to assess a claim and how the claim will be processed. At a minimum We will request:
 - iv) Evidence that the Insured Product is insured with Us (e.g. Proof of purchase or IMEI number);
 - v) A description of the incident that caused the Accidental Damage to the Insured Product.

5.2 Where to find Your key information:

- 5.2.1 Insured Product IMEI number:
The Beneficiary can find the Insured Product's IMEI number by inputting *#06# into the Insured Product or by going through settings on the Insured Product. It should also be noted on the documentation that came with the Insured Product when it was purchased and may be on the back of the Insured Product. The Beneficiary's network provider may also be able to provide it.
- 5.2.2 The Proof of purchase of the Insured Product:
This could include a receipt or documentation from the reseller. If the Beneficiary does not have any proof of purchase We may decline the Beneficiary's claim.

5.3 How is Accidental Damage determined and covered?

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

5.4 What do We require from You?

- 5.4.1 Ensuring access to the Beneficiary's Insured Product
In the case of Accidental Damage, it is important that the Beneficiary contacts the 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 the Beneficiary's Insured Product.
- 5.4.2 Ensuring the Beneficiary contacts Samsung in a timely manner
The Beneficiary should report the 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 the Beneficiary notifying Samsung, We may adjust the claim settlement in case Our obligations have increased due to the delay.

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

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

5.5 Preventing false declaration and non-disclosure

5.5.1 The Beneficiary must provide Us with complete and accurate information when making a claim. We may not be able to provide assistance or cover if the Beneficiary provides 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.

5.5.2 If the Beneficiary or anyone acting on the Beneficiary's behalf makes a claim which is in any way false or fraudulent or supports a claim with any false or fraudulent statement or document, the Beneficiary will lose all benefit from the Policy. We may also recover the cost of any successful claim We have settled under this Policy and later discover to be fraudulent. If the Beneficiary fraudulently provides Us with false information, statements or documents, We may record this on anti-fraud databases and may also notify other organisations.

5.6 Multiple insurances

5.6.1 If the Beneficiary is entitled to compensation under another insurance policy, public scheme or obligation arising from a law or a regulation the Beneficiary should notify Us and We may decline to cover. We will, however, cover the Beneficiary 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.

5.6.2 If We do provide cover up front at the Beneficiary's request, the Beneficiary assigns the right to compensation under another insurance policy, public scheme or any legal obligation arising from a law or regulation to Us.

5.6.3 If the Beneficiary has more than one insurance that covers for the same loss, the Beneficiary 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.

5. MAKING AN ENQUIRY OR COMPLAINT

6.1 If the Beneficiary has a query or a complaint please get in touch with Samsung, in the first instance. The easiest way to contact Samsung is to phone **0333 000 0333** (Monday to Sunday 8am to 10pm), email: uk.help@samsung.com or live chat <https://www.samsung.com/uk/support/contact/> (24 hours a day, 7 days a week).

6.2 Samsung will do everything possible to ensure that the Beneficiary's query is dealt with promptly. Providing the IMEI number of the Insured Product should help Samsung deal with the Beneficiary's comments more efficiently.

6.3 If the Beneficiary is not satisfied with the solution they can refer the matter to the UK Financial Ombudsman Service for independent arbitration.

Visit: www.financial-ombudsman.org.uk

Write: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Call: **0800 023 4567** or **0300 123 9 123** or

Email:

complaint.info@financial-ombudsman.org.uk

6. PRIVACY AND PERSONAL DATA

We care about Your personal data.

This summary and Our full privacy notice explain how Allianz Assistance protects Your privacy and uses Your personal data.

Our full privacy notice is here:

www.allianz-assistance.co.uk/privacy-notice/

If a printed version is required, please write to Us at Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon, CR9 6HD.

To view Samsung Electronics (UK) Ltd full privacy notice visit <https://www.samsung.com/us/privacy/>

7.1 How will We obtain and use Your personal data?

We will collect Your personal data from a variety of sources including:

- Data that You provide to Us; and
- Data that may be provided about You from certain third parties such as retailers of Your device such as Samsung and repairers from a Samsung Authorised Service Centre.

We will collect and process Your personal data in order to comply with Our contractual obligations and/or for the purposes of Our legitimate interests including:

- Entering into or administering contracts with You;
- Informing You of products and services which may be of interest to You.

7.2 Who will have access to Your personal data?

We may share Your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on Our behalf;
- Organisations who We deal with which provide part of the service to You such as retailers of Your device such as Samsung and repairers from a Samsung Authorised Service Centre;
- To meet Our legal obligations including providing information to the relevant ombudsman if You make a complaint about the product or service that We have provided to You.

We will not share information about You with third parties for marketing purposes unless You have specifically given Us Your consent to do so.

7.3 How long do We keep Your personal data?

We will retain Your personal data for a maximum of seven years from the date the insurance relationship between Us ends. If We are able to do so We will delete or anonymise certain areas of Your personal data as soon as that information is no longer required for the purposes for which it was obtained.

7.4 Where will Your personal data be processed?

Your personal data may be processed both inside and outside the United Kingdom (UK) or European Economic Area (EEA).

Whenever We transfer Your personal data outside the UK or EEA to other Allianz Group companies, We will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, We take steps to ensure that personal data transfers outside the UK or EEA receive an adequate level of protection.

7.5 What are Your rights in respect of Your personal data?

You have certain rights in respect of Your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that We restrict any processing concerning You, or withdraw Your consent where You previously provided this;
- Request that We stop processing it, including for direct marketing purposes;
- Request that We update it or delete it from Our records;
- Request that We provide it to You or a new insurer; and
- To file a complaint.

7.6 Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

7.7 How can You contact Us?

If You would like a copy of the information that We hold about You or if You have any queries about how We use Your personal data, You can contact Us as follows:

By post: Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon, CR9 6HD

By telephone: 020 8603 9853

By email: AzPUKDP@allianz.com

This policy is underwritten by AWP P&C SA and is administered in the UK by Samsung Electronics (UK) Limited and/or Allianz Assistance. AWP P&C SA is authorised and regulated by L'Autorité de Contrôle Prudentiel et de Résolution in France. Deemed authorised by the Prudential Regulation Authority (PRA). Subject to regulation by the FCA and limited regulation by the PRA. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the FCA's website.

Allianz Assistance is the trading name of AWP Assistance UK Ltd Registered in England. Registration No. 1710361. AWP Assistance UK Ltd, PO Box 74005, 60 Gracechurch Street. London, EC3P 3DS. AWP Assistance UK Ltd (FCA Firm reference number: 311909) is authorised and regulated by the Financial Conduct Authority. AWP Assistance UK Ltd act as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.

Samsung Electronics (UK) Limited, Registered in England. Registration No. 03086621. Samsung House, 2000 Hillswood Drive, Chertsey, Surrey, KT16 0RS. Samsung Electronics (UK) Limited will act as an agent for AWP P&C SA for cover purchased alongside your device or within one month of purchase of your device.

Samsung Electronics (UK) Limited operates as an Ancillary Insurance Intermediary (AII) under Article 1.III of the Insurance Distribution Directive (IDD) for the permitted business of arranging and administrating cover in connection with the purchase of a device