

## SAMSUNG CARE +

### Policy Terms and Conditions – English Language Version

The terms and conditions ("Terms and Conditions") in this document herein describe and stipulate the provisions which govern and regulate Samsung Care + policy "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") and is underwritten by Alliance Insurance PSC ("We"/"Us"/"Our").

We have engaged Samsung for administrative and support purposes relating to Samsung Care +, including for handling of claims and requests under Samsung Care + (see Clause 6. How to make a claim).

For the purpose of this Policy Terms and Conditions you will be referred to herein as ("You" / "Your").

By agreeing to these Terms and Conditions, You are agreeing to the collection of Your personal information through Samsung website (the "Website") in accordance with these Terms and Conditions and Samsung Privacy Policy available at <http://www.samsung.com/ae/info/privacy/>.

In this agreement, "Samsung" means Samsung Gulf Electronics.

We agree to insure Your Insured Product according to the Policy Terms and Conditions. If Your Insured Product is not working and did not have an accident, it could be defective and may be covered by the Samsung one 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 /or cracks that not affect functionality of the Insured Product. You must take all reasonable precautions to prevent damage to Your Insured Product.

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](http://www.samsung.com/support).

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

**Summary of SC+ Lite for Flagship (1year 1 ADH claim):**

<b>One (1) Year Accidental Damage/Liquid Damage</b>	
Accidental Damage / Liquid Damage	Covered
Claim lodgement fee	AED 180 for Accidental Damage only
Battery (less than 80%)	Covered
Limits	1 claim during 12 months

\* The claim lodgement fee is 180 Dirhams. The claim lodgement fee will be collected by Samsung Authorised Service Center through the payment method available in the United Arab Emirates (the "UAE") 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 days 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. Original spare parts will be used. 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 new or 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 color cannot be guaranteed). A replacement device will come with the remaining period of Your Samsung Care + from the original Insured Product. Your statutory rights and any rights you may have by virtue of warranties from Samsung are not affected by Samsung Care +.

Our obligation to repair or replace the Insured product under the Samsung Care + is subject to the Claims Limit. Your Samsung Care + is valid even when Your Insured Product is transferred to a new owner within the Period of Insurance. Also, please note that Your Samsung Care policy could be transferable to a latest version of Your Samsung device model for a new Period of Insurance in case the claim limit is not already totally reached. In the case of a transfer of Your cover, a pro rata premium will be calculated and charged accordingly.

The Samsung Care + claims can be handled by Samsung’s Authorized Service Centres within UAE, Oman, Bahrain, Qatar, and Kuwait.

**1. General Validity Conditions**

- 1.1** Samsung Care + is valid for individuals who are of legal age under applicable local laws in their country of residence
- 1.2** Samsung Care + is valid only for Insured Products purchased in Your country of residence.
- 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** Only valid for mobile devices purchased from Samsung Gulf Electronics official stock.

**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: <ul style="list-style-type: none"><li>• <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.</li></ul>

Term	Definition
	<p><u>Other Damage</u>: any physical damage that can occur other than Screen Damage preventing access to the mobile device software or the ability to charge</p>
Cosmetic damage	<p>Shall mean non-structural damage that does not affect the functionality or operation of the device including but not limited to scratches dents and marks caused by normal wear and tear and/or general usage</p>
Liquid Damage	<p>Damage caused by the covered item being in contact with any liquid through spillages, damp conditions and natural Weather conditions.</p>
Beyond Economical Repair	<p>Means the state of an Insured Product where it is estimated that the repair cost will significantly exceed the Insured Product's replacement value.</p>
Certificate of Insurance	<p>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.</p>
Country of Residence	<p>Means the country where You have Your main home and spend more than six months of the year.</p>
Claim lodgement fee	<p>Means the pre-defined amount payable by You for each valid claim You make under this Policy.</p>
Data Protection Law	<p>Means, in relation to any Personal Data which is processed by either Party in effecting this Agreement, the applicable legislation on the protection of data subjects with regard to the data processing of that Personal Data, including the EU Data Protection Directive 95/46/EC, (as may be superseded by the General Data Protection Regulation) and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statues, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Governmental Authorities.</p>
GDPR	<p>Means The EU General Data Protection Regulations (GDPR) that should be applied to all EU citizens wherever they are located</p>
Insured Product	<p>Means the Samsung manufactured mobile device that We have agreed to insure shown on the Certificate of Insurance.</p>
Laws	<p>Means EU Directive 95/46/EC or Regulation (EU) 2016/679 (GDPR) and any associated regulations or instruments and any other local data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of the Services as set out in this Agreement;</p>

Term	Definition
Party	Means You or Us.
Personal Data	Means the personal data (as defined in the EU Data Protection Directive 95/46/EC, as may be superseded by the General Data Protection Regulation or any other applicable law or regulation.
Period of Insurance	Means the duration of the Policy (maximum 12 months) commencing on the Policy Start Date and expiring on the Policy Expiry date, 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.
Precautions	All measures that would be deemed appropriate to expect a person to take in circumstances to prevent accidental loss, accidental damage or theft of your mobile.
Premium	Means the amount to be paid by You for Your Policy, which includes Insurance Premium Tax at the prevailing rate if applicable
Cooling-off Period	Means the period during which You can change Your mind and cancel the Samsung Care Insurance Cover with a full refund of Premium collected to date provided no valid claims have been or will be made.
Samsung	Means Samsung Gulf Electronics.
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.
Territorial limits of Policy	Mean the location providing the SC+ coverage to the policyholder within UAE, Oman, Bahrain, Qatar, and Kuwait.
We / Us / Our	Means Alliance Insurance PSC.
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. 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 Authorized 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) Cosmetic damage which does not affect the functionality of the Insured Product such as scratches, dents, discoloration and small cracks;
  - g) Damage that naturally and inevitably occurs as a result of normal wear and tear;
  - h) Your Insured Product is not installed or operated in accordance with Samsung's instructions;
  - i) 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; and
  - j) Your Insured Product was purchased outside Your Country of Residence.
- 3.3. 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) Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted
  - e) You act illegally or break any government prohibition or regulation.
  - f) Lack of reasonable precautions to prevent damage to Your Insured Product.

g) Theft or loss of the device.

3.4. 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 termination**

The Policy will come into force at 00:00 hours on the Policy Start Date and it will end at 23:59 on the Policy Expiry Date in accordance with the terms of this Policy.

##### **4.1. When will the Policy end?**

4.1.1. If neither Party has cancelled the Policy, the Contract of Insurance will end either;

- i) 12 months after the Policy Start Date (Samsung Care+)
- ii) If You have reached the claims limit.

##### **4.2. Can the Policy be renewed?**

4.2.1. It is not possible to renew this Policy for the Insured Product.

##### **4.3. When can the Policy be terminated?**

4.3.1. 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.

## 5. **Payment**

5.1. You must pay the Premium. The Premium is paid upfront at the time of purchasing the Policy

5.2. Where you pay your Premium:

5.2.1. The Premium is due at time of subscription in order to be covered.

## 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, 7 Days a week by calling:

Country	Toll Free
UAE	800-7267864
Qatar	800-2255
Kuwait	183-2255
Bahrain	8000-4726
Oman	800-72627

ii) Samsung Authorized service centres list at: <https://www.samsung.com/ae/support/service-center/>.

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:

i) Evidence that Your Insured Product is insured with Us (IMEI number);

ii) A description of the incident that caused the Accidental Damage or Liquid Damage to Your Insured Product.



## 6.2. Where to find?

### 6.2.1. 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.

## 6.3. How is Accidental Damage, Liquid 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 Authorized 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 or Liquid Damage.

6.3.3. Where another person is liable for Your Accidental Damage or Liquid 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:

6.4.2. In the case of Accidental Damage or Liquid 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.

### 6.4.3. Ensuring You contact Samsung in a timely manner :

We encourage you to report Your Accidental Damage or Liquid 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 or Liquid Damage You notifying Samsung, We may adjust Your claim settlement in case Our obligations have increased due to the delay.

6.4.4. 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.

6.4.5. Backing up Your data:

All Insured Products sent to be repaired will be wiped of all data before any action by Samsung's Authorized Service Centers personnel for confidentiality purposes. Samsung shall not be liable for the loss of any data howsoever caused. Samsung's Authorized 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 in claims databases and exchange this information with fraud (prevention) agencies.

**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 if legally possible 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 complaint, please get in touch with Samsung (who will address your query or complaint on Our behalf). The easiest way to contact Samsung is to call on:

<b>Country</b>	<b>Toll Free</b>
UAE	800-7267864
Qatar	800-2255
Kuwait	183-2255
Bahrain	8000-4726
Oman	800-72627

7.2. Alternatively, You can write to Samsung on <https://www.samsung.com/ae/support/email/>

7.3. Samsung will do everything possible to ensure that Your query is dealt with promptly. Providing Your name, IMEI number should help Samsung deal with Your comments more efficiently.

## **8. Limitation of Liability**

Samsung liability under this plan is limited to fulfilling service claims approved by Us. Samsung and Us are not liable for any loss of programs, data, or other information stored on Your Device or any media. In no event will We or Samsung be liable to You or any third party for any damages resulting from, or relating directly or indirectly to, Your Samsung Care+, including, but not limited to, any damages You may suffer if data left on your Device is accessed, or alternatively, is unrecoverable. Our liability, in respect to this policy, in relation to your device and subject to the exclusions stated in Article 3, will be limited to and shall not exceed the maximum liability in 1 claim during 12 months

## **9. Privacy and Personal Data**

We handle Your personal data with care. When gathering, processing and using personal data We follow European Union data protection rules.

- 9.1. In addition, We might use Your personal data to prevent and combat fraud and to comply with statutory obligations. We may exchange Your personal data with industry governing bodies, regulators, fraud prevention agencies and claims databases for underwriting and fraud prevention purposes. We may provide Your personal data to others where required or permitted by law.
- 9.2. You have a right to request rectification and a copy of the personal data that We hold about You. If You wish to these rights then please contact Us directly via the details provided in Your Certificate of Insurance

We and our affiliates warrants and undertakes that we shall comply with all obligations under the relevant local data protection laws of each country where the Insurance Products are provided, including but not limited to, all such legal obligations relating to the protection of personal data.

We warrant to the other Party that all personal data relating to YOU collected, Used and stored during a sales transaction and claims management will be fairly and lawfully obtained, that it will make any required notification and that it will obtain, and at all times maintain a registration in accordance with the local data protection legislation (if applicable) appropriate to the performance of its obligations under this Policy. Moreover, each of the Parties shall ensure that, where required by local law, all necessary consents have been obtained from You to the processing of your personal data in connection with the Insurance Products.

We warrant and undertakes if at any under this policy collect process or use personal data that we shall:

- a. Any personal data relating to YOU will only be used for the purpose of providing the Insurance Products, claims management and related services, and will comply with the obligations related to the personal data protection required in each specific country, including but not limited to, the compliance with European Directive 95/46/EC and with effect from 25 May 2018 the General Data Protection Regulation (GDPR) in the European Union. Any additional data protection requirements required by a particular country's laws shall be included in this Agreement.

- b. Comply with all obligations under the applicable Laws and specifically the data protection laws including but not limited to all such legal obligations relating to the data protection.
- c. Process the Personal Data for the purpose of performing its obligations under this Policy.
- d. Shall not disclose the Personal Data to any third party other than our employees or representatives requiring access to the Personal Data in order to perform their duties under this Policy.
- e. implement all necessary or appropriate technical and organizational measures:
  - (i) to protect the security and confidentiality of Personal Data processed by it in providing the Services;
  - (ii) to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access, or processing; and
  - (iii) as required under Data Protection Laws to ensure a level of security appropriate to the risk, including as appropriate: (A) the pseudonymisation and encryption of Personal Data; (B) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; (C) the ability to restore the availability and access to the Personal Data in a timely manner; and (D) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring and maintaining the security of the processing;
- f. On termination or expiry of this Policy, We shall securely destroy existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with applicable law and regulations in this case such Personal Data shall be retained for the period required by Applicable Laws.

## **10. Governing law**

Unless agreed otherwise, the law of the United Arab Emirates will apply and all communications and documentation in relation to this Policy will be in English. In the event of a dispute concerning these Policy Terms and Conditions, the courts of the United Arab Emirates shall have exclusive jurisdiction.

## **11. Regulatory Status**

This policy is underwritten by Alliance Insurance PSC., which has its registered office in Dubai, U.A.E.

We also operate under the trading name Alliance Insurance PSC.

Our business address is: Warba Centre 2nd & 3rd Floor

Deira, Dubai United Arab Emirates

Alliance Insurance PSC is an insurer licensed to act in the United Arab Emirates with corporate identification No 206782 and registered with the Federal Tax Authority No 100042583300003