

Samsung Care+ Insurance – Accidental Damage & Theft

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1. Policy wording

In this wording you will find everything you need to know about your Samsung Care+ Cover. This policy wording and your certificate of insurance forms an agreement between you and the insurer, Assurant General Insurance Limited. References to “we/us/our” means Assurant General Insurance Limited.

Please read this document and your certificate of insurance carefully to make sure this policy is right for you. If you have any questions, please go to claims.samsungcareplus.assurant.co.uk to check on common FAQs, or call 0333 0091 717.

2. Who is this policy designed for?

This policy is designed for customers who wish to cover their Samsung device against Accidental Damage and Theft. You may need to pay an excess for every accepted claim. If an excess is payable this will be confirmed in your certificate of insurance. The amount of the excess varies depending on the type and model of the insured device and is also detailed in your certificate of insurance. You need to consider this excess when deciding if this policy is right for you.

Your claim might be rejected if you take risks with your device which you wouldn't normally take if it wasn't insured. Further details can be found in the section 'What you are NOT covered for'.

3. What you are covered for

Summary	Description
Worldwide cover for your Samsung device	Cover for your Samsung devices as detailed in your certificate of insurance. To be covered under this insurance policy your device has to be in full working order before you take out this policy. Any SIM enabled devices should be able to connect to the network. You cannot make a claim on a device which has already been damaged or has been stolen before you buy this insurance policy. Samsung may limit provision of the Samsung Care+ Service to the United Kingdom. This means if your phone is damaged abroad you may need to wait until you return to the United Kingdom before we can repair your device.
Your device is covered worldwide against accidental damage and theft	If your device is accidentally damaged, we'll either repair or replace it. Accidental damage refers to where the device fails to function correctly or safely as the result of an incident that has happened by accident. For example, it is dropped, something is dropped on it or liquid spilled onto it. If your device is stolen, we will replace it. To complete a claim for accidental damage, you will need to send us your damaged device. If you can't send us the broken device to support a damage claim, we'll treat it as being lost and you will not be covered under this policy. Replacements • If your device is stolen or cannot be repaired, and we can't provide you with a replacement of the same make and model, we will give you a choice of devices with a similar specification. • Any replacement device may come from fully refurbished stock (not brand new). Before we send any device to settle a claim, we carry out a comprehensive checking process to make sure they are in full working order. All devices will come with: ◦ The remaining period of cover on your Samsung Care+ from the original insured device; and ◦ The remaining period of your Samsung two-year limited warranty from the original insured device or with a 90-day limited warranty (whichever is longer). • We'll try to replace your device with one of the same colour but can't guarantee this will always be possible. We also can't guarantee to replace any limited or special edition device. • Where we send you a replacement or repaired item, this will only be sent to a UK address. • In the event we are unable to repair or provide a replacement we will contact you to discuss a different way to pay your claim.
Accessories which came in the box of the insured device	Your accessories may get damaged or stolen at the same time as your device, or they may no longer be compatible with your device because we've replaced it. If this happens, we'll replace them with similar accessories. If this isn't possible, we'll get in touch with you to talk about a different solution. Accessories are only covered if they came in the original box with the device at point of purchase.

4. What you are NOT covered for

Summary	Description
Loss	The loss of your device is not covered under any circumstances. Loss means the device has been left somewhere or misplaced by you and you are unable to find the device.
More than 2 successful claims in each 12-month period	There is a limit of 2 successful claims that can be made on this policy in each 12-month period, starting from the date you buy the policy. For example, if you buy the insurance policy on the 1st February and you make a successful claim on the device on 1st March, you are limited to only one more accepted claim up to the 1st February the following year. If you have bought a monthly or annual policy, then the policy will cancel on the date we settle your second claim.
Damage or theft because of not taking care of your device	We know how important your devices are to you and we expect that you will take care of it. Taking care of your device means: • Following manufacturer's instructions on the use of it. • Not knowingly leaving it out of sight where another person could damage your device, or you would be unable to take action to prevent it being stolen or damaged. • If you need to leave your device somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away, then you must leave it with someone you trust or concealed out of sight in a safe place. • Intentionally damaging your device. If you knowingly leave your device somewhere you can't see it but others can, we may decline your claim for not taking care, some examples where we have previously declined claims because of this are – • In a cafe or pub, you leave your device on the table when you go to the bar to pick up your drink instead of taking it with you • Leaving your device on display in your car • Leaving your device in the care of someone you don't know well • If you are at the gym and you leave your device on a bench in the changing rooms rather than taking it with you or locking it in a locker. All these examples increase the risk of it being stolen or damaged and may result in your claim being declined. The examples are to help you understand what's not covered and are not the only reasons a claim could be rejected.

Cosmetic damage	We only cover damage if it stops the normal functioning of your device. If it is just a scratch or dent, and your device still works as expected, then we will not repair or replace it. We know scratches and scrapes to your device aren't nice, but these won't be covered by this policy. We will only fix your device when it isn't working, or if the screen damage could injure someone or damage the device even more. For example, a scratched screen on a tablet or a mobile phone would not be covered but a cracked screen would.
Modifications	If your device has been modified in any way, the modifications won't be covered. Modifications are anything that changes the way your device looks or works from the original specifications. This includes things like software changes, adding gems, precious metals.
Contents of your device	We only cover the device, we don't cover the contents. This means that any pictures, software, downloads, apps, music, or any other content is not covered by this policy, so make sure you back it up regularly. If any of the data stored on your device is used to access existing accounts, or open new accounts through fraud, money lost because of this won't be covered. Keeping a back-up of all the data that you store on your device is highly recommended.
Other losses	Any cost or loss that can't be fixed by the repair or replacement of your device. We don't cover any loss of earnings, or similar.
Third Party Repair and Servicing	We do not cover for repairs, services or modifications to your devices carried out by anyone where we have not given our authorisation.
Electrical or mechanical breakdown	Where the device fails as a result of defects or faults in materials or workmanship. These defects could be covered under your Samsung two-year limited warranty and/or your statutory rights.
Where the Serial number or IMEI has been removed defaced or altered	We will not accept a claim where your Samsung device has had its serial or IMEI number removed, defaced or altered.

5. How to make a claim

Summary	Description
Step One: (Theft claims only)	Tell the Police about any stolen device as soon as you can, we will ask you to provide the Police reference number before we will pay any claim for theft. If you have difficulty reporting your incident to the Police, please contact us and we can help to guide you. If you are outside of the UK when the device is stolen, please contact the relevant local authorities to report the incident and obtain a reference number from them.
Step Two:	You should contact us about your claim as soon as you can after discovering the incident. You can do this online at claims.samsungcareplus.assurant.co.uk or by calling 0333 0091 717. Telephones lines are open 8am-7pm Monday-Friday and 10am-3pm on Saturdays.
Step Three:	You will need to provide us with proof of your product being covered by this insurance policy e.g., your certificate of insurance number or IMEI/Serial number. We will then walk you through the simple claims process. We will tell you if there is any other information you will need to provide for us to assess your claim. You may be asked to provide extra information to progress your claim e.g., proof of purchase. If you are unable to supply any proof of purchase, we may decline your claim.
Step Four:	You may need to pay an excess for every approved claim. If an excess is payable this will be confirmed in your certificate of insurance, with the amount you will need to pay. You would need to pay any excess before we settle your claim
Step Five:	If your claim is approved: • Damage claims - we will either repair your device or if we can't repair it, we will send you a replacement. • Theft claims – we will send you a replacement

We may ask for extra information and documents to assess your claim. This could include documents to show when the device was last used or to check your identity. We will confirm what is needed, if anything, during the claims process. Documents needed to prove you own the mobile phone must include the make, model, memory size, colour and IMEI of the device. For other devices documents must include the make, model, and date you bought your device.

If you have any problems in getting any supporting documents we need, please contact us so we can help in guiding you on how to get these.

We understand circumstances can be quite different when something happens that might lead to a claim. We'll take this into consideration when we review your claim.

6. What you need to know about the claims process

Repair services are primarily applicable within the United Kingdom, nevertheless, Samsung reserves the right to extend coverage to additional countries or nations at its sole discretion. This Samsung Care+ Service may not be available in all countries and is not available where prohibited by law.

- If your device is damaged or faulty, we can't complete your claim until we confirm that any locking system on your device has been removed. If we are trying to fix your device, the locking system will delay your claim. The device may be returned to you unrepaired so you can remove the locking system.
- When you send us your device, please don't send in your sim, memory card or any other accessories that don't relate to the claim. If you do, we won't be able to send them back. We are unable to recover and return these items.
- When your device is received all remaining data will be erased as part of the claims process.
- This cover is on top of any manufacturer's warranty that applies to your device. Nothing in this policy is intended to affect your rights under your manufacturer's warranty or your statutory rights
- If any stolen items are recovered after the claim is approved, they shall become the property of the insurer and must be returned to us immediately
- Damaged devices and accessories, parts and materials replaced by us shall become the property of the insurer.

If you're unhappy with the claim's decision, we want to hear from you as soon as possible. Please follow the process below in the section 'Making an enquiry or complaint'.

7. Making an enquiry or complaint

We will always try to be fair and reasonable. If you're not happy with the service you've received, please let us know so we can do our best to put it right. We will do everything possible to make sure that your query is dealt with quickly. You can contact us by any of the following methods:

Customer helpline: 0333 0091 717

Email: enquiries.samsungcareplus@assurant.co.uk

Please quote your name, IMEI/Serial Number and Certificate of Insurance number on any correspondence so we can deal with your problem more effectively.

If you're not happy with our decision, you can contact the Financial Ombudsman Service (FOS) for an independent assessment.

The Financial Ombudsman Service, Exchange Tower, London, E14 9GE

Telephone: 0800 023 4567/0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Web: financial-ombudsman.org.uk

Nothing in these terms, including referral to the FOS affects your statutory rights.

8. Fraud

We do not tolerate any aspect of fraud. We work closely and share data with other insurers, law and fraud agencies, and network providers to recognize fraud and support prosecution where there is enough legal evidence. Our Fraud Team works tirelessly to recognise and stop fraud.

Assurant, and other organisations, may access and use the information collected by fraud prevention agencies, from both the UK and from other countries.

It is important that when you apply for insurance or make a claim, you take care to answer all questions as honestly and accurately as possible. The same applies to anyone acting on your behalf. We may not pay claims if you don't.

If false or inaccurate information is given and fraud is identified, then Assurant will:

- Not honour the claim and we will cancel your policy. If an excess has been paid this will not be returned, this is not a penalty this is to cover admin costs.
- Report you to the relevant authorities. We will take legal action if needed to recover any money already paid to you under this policy.
- Pass the details onto your bank or our distribution partner providing this service as part of a wider offering.
- Put the details of the false claim onto a Register of Claims. Insurers share information through this register to stop fraud.
- Pass details to fraud prevention agencies.

Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to stop fraud and money laundering. For example -

- Checking details on applications for credit and credit related accounts or loans
- To recognize and stop fraud
- Managing credit and credit related accounts or loans
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

We and other organisations may access and use from other countries the information collected by fraud prevention agencies. Please contact us on 0333 0091 717 for details of fraud prevention agencies.

9. Price of your insurance

The price of your insurance will depend on the value of the device you are insuring, and which policy duration you have selected (e.g., monthly, 1-year or 2-years). The price is detailed in your certificate of insurance.

For 1 and 2-year policies the full premium must be paid when you buy the insurance.

For monthly policies you must pay the first month's premium when you buy the insurance, and subsequent premiums must be made monthly on the agreed dates through your chosen payment method.

If you fail to make a monthly payment, then your policy will not be valid and will be cancelled.

10. Duration of this policy

1-year and 2-year policies

Will run for a maximum of 1 or 2 years (whichever applies) beginning on the start date as detailed on your certificate of insurance, or until one of the following events happen:

- You contact us to cancel the insurance.
- The insurer cancels the insurance.
- In the event of 2 successful claims being made on a 1-year policy.
- In the event of 4 successful claims being made on a 2-year policy.

Monthly policies

Will run monthly for a maximum of 36 months or until one of the following events happen:

- You contact us to cancel the insurance.
- The insurer cancels the insurance.
- In the event of 2 successful claims being made in a 12-month period.
- You fail to pay your monthly premium on time.

11. Cancelling your insurance

You can cancel this insurance within 14 days of receiving these terms and conditions without paying any extra fees or charges and your premium will be refunded in full provided no claim has been made.

After the 14-day period you can still cancel your insurance, but no refund will be given on monthly policies. 1-year and 2-year policies will be given a pro rata refund based on the amount of unused period of insurance if you have not made a successful claim. If you have made a successful claim no refund will be provided.

To cancel this insurance policy please contact us on 0333 0091 717 (standard call charges apply).

The insurer can cancel this insurance without notice if you do not pay the monthly premium when due or if you make a claim which we believe to be fraudulent. Otherwise, the insurer can cancel your insurance by giving you 30 days written notice to your last known address or an email to the email address you provided.

12. Need another copy?

This document and all of our literature is available in large print, audio or Braille. We will be happy to provide you with a copy on request by email enquiries.samsungcareplus@assurant.co.uk or call Us on 0333 0091 717 to request a copy.

13. Law that applies

The law of England and Wales applies to this policy and you can take legal action concerning this policy in the English courts. If you live in Scotland, you can take legal action concerning this policy in either the Scottish or the English courts. If you live in Northern Ireland, you can take legal action concerning this policy in either the Northern Irish or the English courts. This policy is written in English and all communication with you will be in English.

14. If we need to change the terms of the policy

If we need to change the terms, we will give you 30 days' notice in writing to your last known address. This might be because of changes to the law, or decisions in the Financial Ombudsman Service. The terms might also be changed to meet rules, industry guidance, or to reflect the cost of providing the insurance going up or down. We might also change the level of cover.

If you do not agree with the changes, you can cancel your policy within 30 days of being notified of the change. You may be entitled to a refund of any premiums paid in advance on a pro rata basis.

15. Financial Services Compensation Scheme

Assurant General Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Assurant General Insurance Limited cannot meet their commitments. General insurance contracts are covered for 90% of the entire claim, without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS on 020 77414100 or 0800 6781100 or by visiting their website at fscs.org.uk.

16. Information about the Insurer

This policy is underwritten by a single insurer Assurant General Insurance Limited (Financial Services Register No. 202735). Their address is Emerald Buildings, Westmere Drive, Crewe CW1 6UN.

Assurant General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their registration details can be checked on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

17. Data Protection- How we handle your personal information

Who we are

The responsible controller for the processing of your personal information when you visit this Web Portal and when you purchase our insurance policy through the Web Portal is Assurant General Insurance Limited (Assurant), based in Emerald Buildings, Westmere Dr Cheshire, Crewe CW1 6UN.

Personal information we collect from you

We may collect and use the following information about you when you visit the Web Portal and for the provision of the services under the insurance policy:

- Name and contact details (e.g. postal address, phone number, email address),
- Internet Protocol (IP), (e.g. when you visit the Web Portal),
- Details of your bank account, (e.g. for the collection of insurance premiums),
- Insurance policyholder data (e.g. policy number, certificate, payment history, and invoices),
- Data from the covered device (e.g. make, model, serial number, IMEI),
- Details of claims for compensation (e.g. claim number, date of theft and reason, call history, theft details, participation reference and supporting documents),
- Records of any correspondence related to specific matters, and
- Feedback provided by you about our services.

If you choose not to provide us with any of this data, we may not be able to provide you with certain services under the insurance policy.

How we use your personal information?

We process your personal information for the following purposes:

- To support your visit to our Web Portal
- To process your purchase of your insurance policy
- Fulfilling the insurance policy and to provide services related to the insurance policy. This includes:
 - the provision of the insurance policy,
 - verifying your identity,
 - processing your information regarding the purchase of our products and services,
 - calculating your cover price and excess,
 - receiving a payment from you, and
 - communicating with you.

Our legal basis for the processing of your personal information.

We will only process your personal information where we have a valid legal basis. These include;

- The performance of the insurance policy you concluded with us.
- We will use your personal information where necessary to pursue our legitimate interests, in particular;
 - compliance with our insurance policy obligations, including the management of claims for damages.
 - for the purposes of statistical analysis, customer surveys (where permitted under applicable law) for internal administrative functions, management of customer information requests, customer relationship management and evaluation of the quality of the insurance policy and its benefits.
 - monitor and improve our offers and customer experience and manage our internal procedures in accordance with our tests and standards.
 - risk assessment and management (including operational risk), debt collection, fraud prevention and evidence management.
 - to respond to any comments or complaints you send us.
 - to improve the safety, security and performance of our services.
- Compliance with a legal obligation, for example;
 - where we have a legal obligation to use your personal information for the prevention of money laundering and terrorist financing and implementation of the sanction's regime. We will use your personal information whenever necessary to comply with our legal obligations.
- Where you have consented to the use of your personal information for the purpose we explain at the time. E.g. when you visit the Web Portal we place cookies and use similar technologies in accordance with our cookie notice. You will always be able to withdraw your consent by contacting us or using the mechanism described to you at the time that your consent was obtained.

What personal information do we obtain from other sources?

We may process personal information about you that we obtain from third parties. We will obtain your name, contact details, insurance policy details (e.g. coverage level) from your telecommunications service provider through which you may have purchased this insurance product directly.

We will also obtain data about you (relating to your identity and previous claims for compensation) to enable us to make decisions about your insurance policy and claims for compensation.

How we share your personal information

Your personal information may be disclosed on a need-to-know basis to the following third parties;

- Other companies in our Assurant group of entities.
- Third party suppliers of services, such as your telecommunications service provide, couriers, customer support, customer communications, audit, application or database hosting, device warehouse and repair centers, entities responsible for the management of claims for compensation.
- Fraud prevention services and databases; if you provide us with false or inaccurate data, and we suspect the possibility of fraud, we will verify the data with fraud prevention services.
- In order to prevent or detect fraud or other criminal activity, we may share your personal information with other public services and bodies, including competent law enforcement authorities and judicial authorities.
- Public Authorities; if required by law or for the legal protection of our legitimate interests in compliance with applicable law we may disclose your personal information to public authorities.

How long do we keep your personal information?

We only retain your personal information for the period of time strictly necessary for the full performance of your insurance policy. This means that your personal information will not be retained for more than 6 years after the end of your insurance policy, or after its cancellation, to respond to requests, claims for compensation or requests for information. However, we may retain your data for a longer period of time if this is necessary to comply with any laws to which we are required, or if necessary to protect ourselves or to exercise our rights to the extent permitted by applicable data protection legislation.

International Transfers

In the context of the purposes described above, your personal information may be transferred outside the United Kingdom (UK) to countries that are not considered to ensure an adequate level of protection of personal information. We will ensure that appropriate Standard Contractual Clauses are in place for those countries with privacy laws that do not have adequate protection. We may also rely on our vendor's Binding Corporate Rules. If you would like more information on the relevant transfer mechanism or additional information on the transfers, please address these requests by using the contact details set out below.

Your rights

You have the following rights regarding your personal information:

Right to access information about how we process your personal information, including the categories of personal information we process, recipients of your personal information, and purposes for our processing.

Right to rectification of inaccurate personal information concerning you, as well as, taking into account the purposes of the processing, the right to have incomplete personal information completed.

Right to erasure (deletion) of personal information concerning you where: (a) the personal information is no longer necessary in relation to the purposes for which they were collected or otherwise processed; (b) you withdraw your consent and there are no other legal grounds for the processing; (c) you exercise your right to object (see below) and there are no compelling legitimate grounds for the processing; (d) the personal information have been unlawfully processed; or (e) the personal information have to be erased for compliance with a legal obligation applicable to us.

Right to restriction of processing (i.e., data will be blocked from normal processing but not erased) where: (a) you contest the accuracy of the personal information, for a period enabling us to verify the accuracy; (b) the processing is unlawful and you oppose the erasure of the personal information and requests the restriction of their use instead; (c) we no longer need the personal information for the purposes of the processing but they are required by you for the establishment, exercise or defense of legal claims; (d) you exercise your right to object (see below) pending the verification whether our legitimate grounds override those of you.

Where processing is based on your consent, **the right to withdraw consent** at any time, without affecting the lawfulness of the processing prior to such withdrawal.

Please note that even after you have chosen to withdraw your consent, we may be able to continue to process your personal information in some limited circumstances if we can base such processing on another valid legal basis.

Where processing is based on your consent, or on a contract, the **right to data portability**, i.e. the right to obtain a copy of the data concerning you in a structured, commonly used and machine-readable format and the right to transmit those data to another controller without hindrance from us.

Right to object to the processing of personal information based on our legitimate interests, provided that there are no compelling legitimate grounds for the processing that would override your interests, rights and freedoms or for the establishment, exercise or defense of legal claims. Where personal information is processed for direct marketing purposes, you shall have the right to object at any time to processing of personal information concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing.

Please note that in certain situations, and subject to applicable law, we may not be able or obliged to comply with all your requests, for example comply with a deletion request relating to information we are required by law to keep or have a compelling legitimate interest in keeping.

We may charge you a reasonable fee in case you request additional copies of your personal information or make excessive requests. If we are unable to honor your request, or before we charge a fee, we will expressly inform you. In so far as practicable and required under law, we will notify third parties with whom we have shared your personal information of any request for correction, deletion, and/or restriction to the processing of your personal information. Please note that we cannot guarantee third parties will follow up on our notification and we encourage you to contact those third parties directly.

Click here to submit your privacy rights request: www.assurant.com/dataprotection/eu. You can also contact us by any other means or by using the contact details set out below.

You always have the right to lodge a complaint with your local Data protection Authority.

Information security

We have implemented safeguards designed to protect your personal information in accordance with applicable industry standards and privacy laws. We have measures in place to restrict access to personal information to those individuals whom we know have a valid business purpose to have access to such information. We maintain physical, electronic and procedural safeguards. However, no method of transmission over the internet or method of electronic storage is totally secure. Therefore, we cannot guarantee its absolute security.

Minimum Age

We do not knowingly collect personal information from anyone under the age of 18. You must be at least 18 years of age to purchase our insurance policy and use the service.

Automated decision making and profiling based on personal information

In certain circumstances we use automated decision-making tools. We typically use these tools when we make direct decisions about the policyholder (e.g. in certain compensation claims management processes). You will be given additional information about automated decision-making processes before, or at the moment we want to make decisions in this way. If you do not agree with the result of the decision taken by solely automated means, you can request human review of the decision, express your point of view, and obtain an explanation of the decision. If you wish to do so please contact us by using the contact details set out below.

Changes to this Privacy Notice

We may from time to time update this privacy notice. If we make material changes to our notice, we will notify you by email or by means of a notice through the service. Please review changes carefully.

Contact us

For general enquiries, please contact us at enquiries.samsungcareplus@assurant.co.uk or call 0333 0091 717

If you have any questions about our privacy notice or want to lodge a data privacy complaint, please contact us:
by post to:

Assurant General Insurance Ltd.
Westmere Dr Cheshire
Crewe CW1 6UN.

by E Mail: dataprotectionofficer@assurant.com

Click her to submit your privacy rights request: www.assurant.com/dataprotection/eu

Effective date: January 2022