**SAMSUNG** Care+

# Allianz (II) Assistance

# SAMSUNG Care+ Zero Excess POLICY TERMS AND CONDITIONS

### **INTRODUCTION**

Samsung Care+ Zero Excess is an insurance policy covering the risk of Accidental Damage to Your Samsung mobile device and In box accessories (Insured Product).

If Your Samsung mobile device is not working but this is not due to a specific event or incident that could have caused damage, it could be defective and 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+ Zero Excess does not provide cover for Cosmetic damage which does not affect the functionality of the Insured Product such as scratches, dents, discolouration and small cracks. You must take all reasonable precautions to prevent damage to Your Insured Product.

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### **DEMANDS AND NEEDS STATEMENT**

Samsung Care+ Zero Excess suits the demands and needs of customers who wish to insure their Samsung mobile device an in box accessories against accidental damage.

Samsung Care+ Zero Excess insurance does not cover everything. You should read this policy carefully to make sure it provides the cover you need.

You may already possess alternative insurance for some or all of the features and benefits provided by this Samsung Care+ Zero Excess Insurance Policy. It is your responsibility to investigate this.

Allianz Assistance has only provided you with information and has not provided you 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 are an insurance intermediary that offers products from a single 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. We may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

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

You will only pay us the premium for your policy, and you will not pay us a fee for arranging this on your behalf. We are paid for our services to you by the insurance company, AWP P&C SA. The nature of such payment is a mixture of commission and other fees based on our costs for administering your policy.

#### 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..

Samsung Electronics (UK) Limited are an Introducer Appointed Representative of AWP Assistance UK Ltd; which allows them to introduce the Samsung Care+ Zero Excess product to customers and not undertake any other regulated activity.

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**.

#### 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 who will handle your complaint exclusively on our behalf:

• 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+ Zero Excess COVER

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

Cover	Coverage summary
Accidental damage (Including Accidental screen damage and Other accidental damage)	Covered
In box accessories	Covered
Period of insurance	Up to a maximum 24 months
Waiting Period	30 days
Claims limit	Two claims in any 12-month period of insurance
Worldwide coverage*	Covered*
Cooling off period	28 days

\* Your Insured Product is insured whilst You are abroad providing the duration of the trip does not exceed 60 days. We will service Your claim upon Your return to the Country of Residence where Your Samsung Care+ Zero Excess was purchased.

Samsung Care+ Zero Excess can be bought within 180 days of the purchase date of Your Insured Product, provided it is undamaged. Please refer to Clause 1 (General Conditions) and Clause 3 (General Exclusions) to ensure Your Insured Product is eligible for Samsung Care+ Zero Excess cover.

When You submit a valid claim to Samsung, they will either repair or replace Your Insured Product, <u>at Our</u> <u>discretion</u>. 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+ Zero Excess 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 making two claims in any 12-month insurance period.

### **IMPORTANT INFORMATION**

#### Insurer

Samsung Care+ Zero Excess 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+ Zero Excess, 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 **0330 726 7864** (Monday to Friday 8am to 7pm and Saturday 10am to 3pm), email **UK.help@samsung.com** 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+ Zero Excess, 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+ Zero Excess 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.

### **1. GENERAL CONDITIONS**

- 1.1 Samsung Care+ Zero Excess 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+ Zero Excess is valid only for CE marked Insured Products purchased in Your Country of Residence.
- **1.3** Samsung Care+ Zero Excess is only valid for Samsung mobile devices which You have purchased from new. It does not cover secondhand Samsung mobile devices.
- 1.4 Samsung Care+ Zero Excess 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.

# 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.

Insurance cover provides protection for 90% of the claim, with no upper limit.

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.

- 1.5 Even after purchasing Samsung Care+ Zero Excess, Your Policy may become invalid if:
  - a) We have previously advised You that We are no longer willing or able to provide insurance cover to You. In this case We will refund any Premium paid by You (see Clause 4. Policy Commencement and 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 make a 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.

#### 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:

- <u>Accidental 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 Accidental 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

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

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

The Certificate of Insurance along with the Policy Terms and Conditions, which make up the contract between You and Us.

#### **Cooling-off Period**

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**

The country where You have Your main home and spend more than six months of the year.

#### In box Accessories

The headset and battery charger included in the box of the Insured Product.

#### Insured Product

The Samsung manufactured mobile device (including In box Accessories) that We have agreed to insure shown on the Certificate of Insurance.

#### Insurer

AWP P&C SA.

#### Party

#### You or Us.

#### Period of Insurance

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

Your Samsung Care+ Zero Excess insurance as documented in the Contract of Insurance.

#### Policy Expiry Date

The date of termination of the insurance contract for Your Insured Product as shown on the Certificate of Insurance.

#### **Policy Start Date**

The date from which Your Insured Product is insured by Us as shown on the Certificate of Insurance.

#### Policy Terms and Conditions

The terms set out in this document.

#### Premium

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

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.

#### Waiting Period

The period during which You cannot make a claim on Your Policy.

#### We, Our, Us

Allianz Assistance, a trading name of AWP Assistance UK Ltd, who administer the Policy on behalf of the Insurer.

#### You, your

The policyholder named on the Certificate of Insurance.

# 3. GENERAL 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 Claims where:
  - 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);
  - 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, discolouration and small cracks;
  - b) Damage that naturally and inevitably occurs as a result of normal wear and tear;
  - 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;
  - 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;
  - 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 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. POLICY COMMENCEMENT AND CANCELLATION

The Policy will come into force at 00:00 hours on the Policy Start Date. No claims can be made until the end of the Waiting Period.

- 4.1 How to cancel Your Policy
  - 4.1.1 <u>During the Cooling-off Period:</u> You have 28 days from the date of receiving your policy documents, to ensure that they meet your requirements. Your premium will be refunded.
  - 4.1.2 <u>After the Cooling-off Period:</u> You may still cancel the contract after this 28 day cancellation period but no refund will be made.
  - 4.1.3 When changes occur or are made to the <u>Contract of Insurance:</u> We can review and change the monthly or annual Premium, Excesses 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 of 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; or
  - ii) If You reach the claims limit of two valid claims in any 12-month insurance period. 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 two 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 any other phone including a newly purchased phone.
- 4.7 Who will address your request/query on behalf of the Insurer?
  - 4.7.1 You can contact Samsung by:
    - i) telephone 0333 000 0333 (Monday to Sunday 8am to 10pm);
    - 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
    - iv) visiting the Samsung's website at: www.samsung.com/support

# 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 can provide proof that You are not responsible for the non-payment.

### 6. HOW TO MAKE A CLAIM

#### Please note, Samsung will handle any claim

**exclusively on Our behalf.** 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 0333 000 0333 (Monday to Sunday 8am to 10pm);
  - 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
  - iv) visiting the 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);; or
  - ii) A description of the incident that caused the Accidental Damage to Your Insured Product; and
  - iii) You may need to provide proof of purchase of the Insured Product.

#### 6.2 Where to find Your key information:

6.2.1 <u>Your "Certificate of Insurance" number:</u> It can be found on Your Certificate of Insurance.

- 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 any claim, unless You can provide proof that 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 nonpayment. 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.

- 6.2.2 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 <u>Your Proof of purchase of the Insured</u> <u>Product:</u> This could include a receipt or documentation from Your retailer. 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** No claims will be covered by Us until the end of the Waiting Period.
- **6.3.2** 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.
- **6.3.3** You must submit Your claim fully and truthfully. This enables Us to make an accurate assessment of Your claim.
- **6.3.4** 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. HOW TO MAKE A CLAIM (CONTINUED)

**6.3.5** 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 <u>Sending Your Insured Product or</u> 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 Centres personnel for confidentiality purposes. Samsung shall not be liable for the loss of any data however it has been caused.

Both We and Samsung's Authorised Service Centres 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 stored on 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 AN ENQUIRY OR COMPLAINT

# Please note, Samsung will handle any enquiry or complaint exclusively on Our behalf

- 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:
  0330 726 7864 (Monday to Friday from 8am to 7pm and Saturday 10am to 3pm) or email: uk.help@samsung.com
- 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 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

### 8. 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 Support (Data Protection), Allianz Assistance, 102 George Street, Croydon, CR9 6HD.

To view Samsung Electronics (UK) Ltd full privacy notice visit https://www.samsung.com/uk/info/privacy/

#### 8.1 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.

### 8.2 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.

#### 8.3 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.

#### 8.4 Where will Your personal data be processed?

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

Whenever We transfer Your personal data outside the UK and the 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 and the EEA receive an adequate level of protection.

### 8. PRIVACY AND PERSONAL DATA (CONTINUED)

# 8.5 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.

8.6 Automated decision making, including profiling We carry out automated decision making and/or profiling when necessary.

#### 8.7 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), AWP Assistance UK Ltd, 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 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 Financial Conduct Authority (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.

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