

# **POLICY SUMMARY**

This is a summary of the policy and does not contain the full policy terms and conditions, which are included in the accompanying documents. It is important that you read the full policy terms and conditions carefully and keep them for future reference.

## WHO IS THE INSURER?

The insurer is Domestic & General Insurance PLC ("DGI").

#### WHAT IS THE TYPE OF INSURANCE AND COVER PROVIDED?

The policy is a general insurance contract that protects your product(s). It is designed to meet certain costs that might arise, as long as you continue to pay your premium.

# WHAT ARE THE SIGNIFICANT FEATURES AND BENEFITS OF COVER?

This policy provides cover for your product(s) and your accessories that came in the original packaging with your product (if damaged or stolen at the same time as the product) against the costs of the following:

- Accidental damage (including liquid damage);
- Theft (excluding pickpocketing and theft where no force, violence or threat of violence is used);
- Worldwide cover

Please see 'What this policy covers' and 'Definitions' in the full policy terms and conditions for an explanation of the above term(s).

# WHAT ARE THE SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS OF COVER?

The full list of exclusions appears in the 'General exclusions' and 'Special exclusions' sections of the full policy terms and conditions, but the following are significant or unusual exclusions and limitations to your cover:

- Breakdown costs if they are still covered elsewhere by any manufacturer's, supplier's or repairer's guarantee or warranty;
- You must pay an excess of £50 for each claim approved, regardless of the timing of any previous claim;
- Instead of arranging a replacement, we may give you vouchers for the amount you originally paid for the product, up to the policy limit of £1,000;
- Costs arising from not being able to use your product;
- Loss of the product;
- Deliberate damage;

- Cosmetic damage;
- Pickpocketing;
- Theft where no force, violence or threat of violence is used;



#### HOW LONG DOES MY COVER RUN FOR?

The policy period begins on the date you purchase your policy as specified on your receipt. Unless the policy is cancelled or ended in accordance with the policy terms and conditions, it will continue for a period of one year.

# WHAT HAPPENS IF I TAKE OUT COVER AND THEN CHANGE MY MIND?

The 'cooling off period' is the thirty (30) day period from receipt of your documentation or from the policy start date, whichever is later. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid. If your policy automatically ends or is cancelled by us, these rights do not apply.

# WHAT HAPPENS IF I CANCEL LATER?

If you cancel your policy after the cooling off period, then we'll refund the premium paid by you for the remaining full months of your policy.

#### HOW CAN I MAKE A CLAIM?

To make a claim please contact us by telephone as soon as possible and within 30 days of your becoming aware of the incident. See 'How to make a claim' in your full policy terms and conditions for full details of how to make a claim.

#### HOW CAN I MAKE A COMPLAINT?

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' in your full policy terms and conditions). If you are not satisfied with our response, you can ask the Financial Ombudsman Service (FOS) to review your case. Referral of your complaint to the FOS does not affect your right to take legal proceedings. The FOS can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, or by email at: complaint.info@financial-ombudsman.org.uk.

## THE FINANCIAL SERVICES COMPENSATION SCHEME

DGI is covered by the Financial Services Compensation Scheme. If DGI cannot meet its obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

# OTHER IMPORTANT INFORMATION ABOUT YOUR POLICY

# **ELIGIBILITY REQUIREMENTS**

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order when this policy starts. Your product must have been bought from Samsung.

# CHANGES WE NEED TO KNOW ABOUT

You must tell us immediately (see 'Customer services details' in your full policy terms and conditions), if (i) you change your address and contact details; or (ii) you cease to have the product which is covered by your policy.

As your circumstances may change over time it is important that you review the policy terms and conditions regularly to check that you remain eligible and the cover meets your needs.

#### **OUR REGULATORY STATUS**

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check that we are regulated by the Financial Conduct Authority (FCA) by visiting their website https://register.fca.org.uk or by contacting the FCA on 0800 111 6768. Domestic & General Insurance PLC's Financial Services Register Number is 202111. Our registered address is Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS. Registered in England and Wales. Company Number 485850.

# TERMS AND CONDITIONS

# POLICY TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions. These terms and conditions, and any changes we notify you about, form your agreement with us.

#### **DEFINITIONS**

accessories: the accessories included in the original packaging of your product.

policy: this contract of insurance.

product(s): the mobile phone(s) protected by this policy.

Samsung: Samsung Electronics (UK) Limited.

we/us/our: Domestic & General Insurance PLC, the provider of the

policy.

you/your: the customer.

#### **FLIGIBILITY**

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must be in good working order when this policy starts. Your product must have been bought from Samsung.

# IMPORTANT CONDITIONS

The following conditions apply to this policy:

- You must provide any information requested when you apply for the policy. All information you give must not be false, exaggerated or misleading;
- 2. Your product must have been maintained and used in accordance with the manufacturer's instructions;
- Your product must be owned by you and kept only for non-commercial use;
- 4. Your product must be easily accessible and meet all relevant safety standards and be safe to work on; and
- 5. Your product must not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities. If you do not comply with the conditions and the eligibility requirements above, we will end your policy.

# WHAT THIS POLICY COVERS

Subject to the terms and conditions (including payment of the excess), this policy covers your product and your accessories (if damaged or stolen at the same time as the product) as follows:

# ACCIDENTAL DAMAGE

If your product suffers accidental damage (i.e. physical damage as a result of a sudden cause that means that the product is no longer in good working order, including liquid damage), we will do one of the following: authorise a repair by our approved repairer(s), arrange a replacement or (at our option) pay the cost of a replacement product.

# THEET

If your product is taken dishonestly with the intention of unlawfully or permanently depriving you of it:

- (i) while it is in your close personal custody and violence or the threat of violence is used;
- (ii) by it being removed from a locked safe;
- (iii) by it being removed from locked premises; or

(iv) by it being removed from a locked vehicle (within a closed glove compartment or locked boot);

we will either arrange a replacement or (at our option) pay the cost of a replacement product.

#### WORLDWIDE COVER

This policy does not cover pickpocketing, losing the product, theft in any circumstances other than those set out in "Theft" above, nor anything listed under "General Exclusions" below.

#### HOW TO MAKE A CLAIM

#### CLAIMS FOR ACCIDENTAL DAMAGE

Please comply with the following procedures to obtain claim authorisation with the minimum delay. Contact us by telephoning 0800 497 0608 as soon as possible and within 30 days of you becoming aware of the incident. If you are unable to do this we will still consider your claim but it may affect whether we accept your claim.

You may need to provide the receipt for your product. You must pay the excess and you may need to confirm your product's IMEI number.

#### **CLAIMS FOR THEFT**

Please comply with the following procedures to obtain claim authorisation with the minimum delay. If you are unable to do these things in these timescales we will still consider your claim but it may affect whether we accept your claim.

Contact the appropriate police authorities as soon as possible and within 30 days of your becoming aware of the incident, requesting a crime reference number or if abroad a written police report.

Contact us within as soon as possible and within 30 days of the incident being reported to the appropriate police authorities or of your return to the United Kingdom (if abroad) on 0800 597 8618 (if this is not possible due to our opening hours then you must contact us the next working day). You may then be sent a claim form. Complete the claim form fully and return it to us in accordance with the instructions on the form. The form must be received within 30 days of the claim together with any requested supporting documentation such as:

- Police crime reference number, police report or network provider report;
- Proof of forcible entry if applicable (such as a copy of a repairer's invoice for vehicle damage or a photograph of the damage);
- Any other requested documentation.

You must pay the excess and you may need to confirm your product's IMEI number. We will assess your claim and providing it is valid, we will authorise a replacement or (at our option) pay the cost of a replacement product.

### **EXCESS**

You must pay an excess of £50 for each claim approved, regardless of the timing of any previous claim. If we return your product to you and no work has been carried out, you will have the excess you have paid for that claim refunded to you. Note, you do not need to pay an excess for repairs or replacements provided for mechanical or electrical breakdown of your product that are covered by Samsung's manufacturer's guarantee.

#### **CLAIM LIMITS**

The most we'll pay in total towards a replacement or in vouchers for the product is £1,000. This is the policy limit.

Once you have made two approved claims your policy will automatically end and no refund will be due.

# SAMSUNG Domestic & General

# REPAIRS AND REPLACEMENTS

- For every accepted claim we will do one of the following: either repair your product; replace your product; or give you vouchers for a replacement.
- 2. Only repairers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance. All repairs will be carried out away from your home. We will arrange for a courier to collect your product. Once repaired, your product will be returned to your address at no additional charge.
- 3. If we authorise a replacement, we will arrange to replace your product with a product of the same make and technical specification, subject to these terms and conditions. The replacement product may be refurbished. The replacement product may have to be a different model, and may not include the identical features, functions and data capability as the original product. The replacement will come with a 12 month's guarantee provided by our supplier.
- 4. If we cannot reasonably arrange a replacement of your product, or if the cost of replacing your product would exceed the policy limit (see 'Claim limits' above), we will give you vouchers instead. The vouchers will be for the cost of a replacement of the same make and technical specification, up to the policy limit.
- All vouchers will be valid for 12 months from the date of issue.
  Voucher settlements will be sent to the last address you gave us.
  If vouchers are not available we will provide a cash equivalent.

#### PRODUCT DISPOSAL AND DELIVERY AND OTHER COSTS

- All replacements will be sent to your address at no additional charge.
- We reserve the right to claim ownership of your replaced original product. This includes any stolen products which are recovered. You will be responsible for installing and paying the costs of lost media and software.

# WHAT HAPPENS IF YOUR PRODUCT IS REPLACED?

If your product is replaced under Samsung's manufacturer's guarantee, the policy will continue on the replacement product as if it were the original product. If we decide to replace your product (or give you vouchers for a replacement), your policy will end immediately. No premium paid will be refunded.

# **GENERAL EXCLUSIONS**

Unless they are listed under the 'Special conditions' section or the 'What this policy covers' section, we will not approve work or payments for, or arising from:

- Damage during delivery or transportation of the product by a third party who is not our agent.
- Any breakdown costs already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on a product.
- Replacement or recall of the product (or any part) by a supplier or the manufacturer.
- Modifying or making a product comply with legislation, work on the product that is only required due to legislation changes or making it safely accessible.
- Your failure to follow the manufacturer's instructions.
- Any problem with the supply of electricity.
- Routine maintenance, cleaning and servicing.
- Repairs carried out outside of your country of residence.
- Costs or loss arising from not being able to use your product (e.g. hiring a replacement product), or incidental costs caused by breakdown or repair.
- Damage to any other property or possessions, unless it is our fault.

- Cosmetic damage such as damage to paintwork, dents or scratches.
- Any loss, damage or impairment to functionality caused by: neglect, deliberate damage or damage caused by animals.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).
- Any item not registered under the policy.
- Repairs, maintenance work, or use of spare parts, where not approved by us.
- Files lost due to a repair or replacement and your failure to back them up.
- Commercial or business use including use by charities, not-for-profit organisations, local government or other similar organisations (unless we agree to the use in writing beforehand).
- Fraud or attempted fraud, or where the condition of the product is not consistent with the claim you made.
- For products that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software.
- For products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.
- Accessories other than those included in the original packaging of your product.
- Accessories other than those damaged or stolen with the product.
- The VAT element of any claim if you are registered for VAT.
- Any claim whilst the product is in another person's possession.
  - Your failure to provide requested documentation which affects our ability to properly assess or investigate your claim. Any third party claims, including claims for lost airtime or fraudulent usage of the product.
  - Worldwide claims arising outside the 90 day worldwide cover limit.
  - Claims arising outside the United Kingdom will only be settled once you return to the United Kingdom.
- Any thefts claims which are:
  - Not reported to the appropriate police authorities;
  - Not accompanied by a crime reference number (or equivalent) unless we determine there is a valid reason why you cannot obtain this.
- For SIM or data cards other that in respect of valid theft claims where your card was stolen with the product.

# PAYING YOUR PREMIUM

- 1. You must pay the total premium (inclusive of all applicable taxes) in one payment, in full before the policy will start.
- 2. We may use a collection agency to recover any amount owing to us.
- 3. If you do not pay for your policy on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

#### **DURATION OF YOUR POLICY**

The policy period begins on the date you purchase your policy as specified on your receipt. Unless the policy is cancelled or ended in accordance with the policy terms and conditions, it will continue for a period of one year.

If you cancel the contract with Samsung to purchase your Samsung product in its cooling off period, then this policy will be automatically cancelled with immediate effect and you will receive a full refund. Please refer to your contract with Samsung for details of the cooling off period for your product purchase. Where your Samsung contract is brought to an end at any other time, this policy will remain in place unless you cancel it.

#### CANCELLATION AND ENDING OF THE POLICY

#### COOLING OFF PERIOD - CHANGING YOUR MIND

- The 'cooling off period' is the thirty (30) day period from receipt of your documentation or from the policy start date, whichever is later
- 2. If you change your mind during the cooling off period, you can cancel your policy and we'll refund any premium paid.
- 3. If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel and bring your policy to an end' below).

# AFTER THE COOLING OFF PERIOD

If you cancel your policy after the cooling off period, then we'll refund the premium paid by you for the remaining full months of your policy.

#### **HOW TO CANCEL**

If you wish to cancel your policy, please contact us on 0800 497 0608. You can also cancel your policy by writing to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP, or click on 'contact us' at www.domesticandgeneral.com.

# OUR RIGHT TO CANCEL YOUR POLICY OR BRING IT TO AN END

- 1. If at any time we replace your product (or a voucher settlement), your policy will automatically end and no refund will be due (see 'What happens if your product is replaced?' above).
- 2. Once you have had two approved claims your policy will automatically end and no refund will be due (see 'Claim limits').
- 3. If you fail to comply with certain conditions (see 'Important conditions' above) we may terminate your policy and we won't provide any further services to you under the policy. We'll refund all premium payments you have made during the current period. You must pay us for any repair costs we have incurred.
- 4. If you cancel the contract with Samsung to purchase your Samsung product in its cooling off period, then this policy will be automatically cancelled with immediate effect and you will receive a full refund. Please refer to your contract with Samsung for details of the cooling off period for your product purchase. Where your contract with Samsung is brought to an end at any other time, this policy will remain in place unless you cancel it.
- 5. We reserve the right to cancel your policy by giving you fourteen (14) days' notice. If we cancel your policy using this provision, you will receive a pro rata refund of the premium paid for the remaining unexpired days of your policy.
- 6. In each case, we'll confirm any such termination or cancellation in writing to the last address you gave us.

# **CUSTOMER SERVICES DETAILS**

For customer services: call 0800 597 8600, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: www.domesticandgeneral.com

Telephone calls may be recorded and monitored for training and verification purposes. Calls may be recorded and monitored for quality and training purposes. Lines are open at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

#### HOW TO COMPLAIN

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied you can ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, or by email at: complaint.info@financial-ombudsman.org.uk

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

#### TRANSFERRING YOUR POLICY

You cannot transfer your policy to any other item (except for replacements of your product provided under Samsung's manufacturer's guarantee). You cannot transfer your policy to any other party.

# CHANGES TO THESE TERMS AND CONDITIONS

We may modify or replace these terms and conditions in order to:

- Comply with the law, regulations, industry guidance or codes of practice;
- · Rectify errors or ambiguities; and
- Reflect changes in the scope or nature of the protection provided to you.

We will give you thirty (30) days' written notice of any change that could have a material effect on your rights or obligations. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any payments that you have made for the unexpired period of your policy.

# IMPORTANT DATA PROTECTION INFORMATION

Domestic & General Insurance PLC and its business partners will use your information (which you or others have provided to us) to provide the requested service and for administration (including the recovery of any amounts owing, where applicable), marketing, market research, customer surveys, regulatory reporting, to check and verify your identity and analytics and testing purposes. Your information may also be shared with other members of the Domestic & General Group of Companies and selected companies acting on our behalf. We, along with other members of the Domestic & General Group of Companies, its business partners and third parties may use your information to tell you about any offers, products or services which may be of interest to you. You may therefore be contacted by mail, telephone, email and/or other electronic messaging services unless you have asked not to be. You may (for a small fee of £10) request a copy of your data. If your personal details change, if you wish to change your marketing preferences or if you wish to opt out of receiving marketing information, please let us know by writing to the Freepost Plus RTKS-CLRA-GRYE, Data Protection Officer, Domestic & General, Leicester House, 17 Leicester Street, Bedworth CV12 8JP. If you do not wish to be contacted for marketing purposes by mail or telephone write to us at the address above.

# **EXCLUSION OF THIRD PARTY RIGHTS**

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

# **GOVERNING LAW AND STATUTORY RIGHTS**

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights; for further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

#### THE FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

# **CUSTOMERS WITH DISABILITIES**

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. For further information please contact us (see 'Customer services details' above).

#### **FRAUD**

This policy will not be valid if any information you give us is false or exaggerated.

# **COMPANY INFORMATION**

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850 Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS. Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (https://register.fca.org.uk) or by contacting the FCA on 0800 111 6768.