Theft and Loss Insurance Only (only available in NY)

Program Summary

Table of Contents

Summary of Key Terms and Conditions (p. 1)

Insurance Coverage Certificate (p. 6)

Summary of Key Terms and Conditions

Monthly Recurring				
Devices	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**
Phones	**$5.50**	**$5.50**	**$5.50**	**$5.50**
Tablets				
Watches				

Covered incidents	**Insurance:** ● Lost, stolen, and unrecoverable (excluding ADH).
Term	You will be billed monthly the program is canceled or fulfilled pursuant to the Terms and Conditions.
Cancellation policy	You may cancel your optional coverage at any time and receive a refund of your unearned premium/charges. Cancellation may be deferred until your next billing due date.
Insurance claim limits	• Maximum of three (3) claims within any 12 consecutive month period. • Maximum value of $2,500 per claim
Service Options	● As soon as same-day replacement for lost or stolen devices based on location and subject to stock availability. ● As soon as walk-in repair based on location and subject to parts, technician, and location availability ● Advance Exchange - Next-day device replacement. ● Mail-in Repair

Samsung Care+ Theft and Loss Only Program Summary

Replacement Product	● Claims may be fulfilled with new or refurbished product. ● If the same make and model is not available, a comparable model will be substituted. Color, features, and accessory compatibility are not guaranteed. ● Accessories, including SIM cards, are not included with replacement products.
Arbitration	Most concerns can be addressed by simply contracting us at (833) 690-0918. In the unlikely event we cannot informally resolve any disputes, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THR RIGHT TO TRAIL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS. (EXP.RESS STATE EXEMPTIONS MAY APPLY; PLEASE SEE YOUR PROGRAM TERMS AND CONDITIONS)

Important Information

Please visit https://us.servify.tech/termsandconditions/samsung/samsung-b2c to review your Terms and Conditions anytime your device changes. Terms and conditions are subject to change and contain limitations and exclusions.

Samsung Care+ with Theft and Loss is a certificate of insurance. The insurance is underwritten by Wesco Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038 ("Wesco") and administered by Servify (US) Inc., 5608 17th AVE NW, Seattle, WA 98107 ("Servify"), a licensed agent of Wesco.

Coverage may vary by state and eligibility may vary by device. All applicable taxes and surcharges extra.

The monthly charge for Samsung Care+ with Theft and Loss includes the cost of insurance provided in the program. By purchasing Samsung Care+ with Theft and Loss, you agree to purchase and are aware that this combined coverage may not be separated without canceling in its entirety. If cancellation is processed within the initial 60 days of device purchase, you may be able to purchase other plans. Our Privacy Policy is available at https://us.servify.tech/privacy

Deductibles & Service Fees

A nonrefundable deductible or service fee will be charged for each approved claim. Amounts are based on device tiers for each program. Please visit https://us.servify.tech/termsandconditions/samsung/samsung-b2c and refer to your Terms

and Conditions anytime your device changes.

Deductibles	
Device Tier	**Deductible for Lost or Stolen Claim**
Tier 1	**$99**
Tier 2	**$149**
Tier 3	**$149**
Tier 4	**$199**

Samsung Care+ Theft and Loss Only Program Summary

Device Schedule			
Device Tiers	**Smartphones**	**Tablets**	**Watches**
Tier 1	All Galaxy A Series Galaxy XCover Pro	All Galaxy Tab A Series All Galaxy Tab S Lite Series	All Galaxy Watch4 Series All Galaxy Watch5 Series All Galaxy Watch6 Series
Tier 2	Galaxy S22/S23/S24 Galaxy S2x+ (128GB) Galaxy S22/S23/S24 FE Galaxy S23+/S24+ (256 GB)	Galaxy Tab S8+ (512GB) Galaxy Tab S9+ (512GB) Galaxy Tab S Ultra series (128GB, 256GB, 512GB)	N/A
Tier 3	Galaxy S22+ (256GB) Galaxy S23+/S24+ (512GB) Galaxy S2x Ultra (256GB, 512GB)	Galaxy Tab S Galaxy Tab S7+ (512GB) Galaxy Tab S8+ (512GB) Tab S Ultra series	N/A
Tier 4	Galaxy S23/S24 Ultra (1TB) Galaxy Z Flip series Galaxy Z Fold series	Galaxy Tab S9 Ultra (1TB)	N/A

Important Information

For approved claims, a repair or replacement device will be provided at our discretion. For walk-in repairs, you will be required to bring or mail your device to an authorized repair center. Additional information on repairs is available at https://samsung.servify.tech/us, which includes a list of eligible devices, types of repairable damage, and available select repair locations.

Repair eligibility is subject to change. If your device is ineligible for repair or not repairable, if there is no authorized repair location, parts, or technician available, or if we decide that a replacement is necessary, you will receive a replacement device and be charged the replacement service fee.

For a complete and current list of devices with associated service fee and deductible amounts, please visit https://samsung.servify.tech/us or call (833) 690-0918.

NOTE: The device list is changed from time to time. Please check with Servify/Samsung anytime your device changes for your applicable service fees, deductibles, and monthly charge.

Additional Information

Filing a Claim

If your covered product is lost, stolen, damaged, or experiences a malfunction, you may file a claim online at https://samsung.servify.tech/us or call (833) 690-0918, 24 hours a day, 7 days a week. You must file the claim within 60 days of the incident.

Plan Duration

You will be billed monthly unless the program is canceled or fulfilled pursuant to the Terms and Conditions.

Duplication of Coverage

The Coverage Certificate may provide a duplication of coverage already provided by your insurance (auto, renter, homeowner, personal liability) or other source of coverage. This insurance is primary over any other insurance you may have. Enrollment in Samsung Care+ with Theft and Loss is not required in order to purchase or lease portable electronics or services.

Associate Qualifications

Unless otherwise licensed, Samsung sales reps are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to Servify's customer support team at https://samsung.servify.tech/us or call (833) 690-0918.

Coverage is Optional

Insurance and service contract coverage is optional and you are not required to enroll in these programs in order to purchase services or equipment. Insurance program enrollment or claim authorization shall be at the sole discretion of Wesco and its authorized agents including Servify and its affiliates in accordance with the Coverage Certificate and applicable law. Service

contract program enrollment and claim authorization shall be provided by Servify or one of its affiliates in accordance with the Terms and Conditions of the Service Contract.

Digital Communications

If you have or in the future provide your email or other electronic address to Samsung, we may communicate program information and legal notices with you through electronic means. If an email is not provided, the information will be mailed to you.

Device Coverage

"Covered product" means the Samsung consumer item that you purchased and is covered by this Plan on your account with Samsung Electronics America, Inc. on the date the breakdown occurs as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices.

Covered Product

This plan covers the phone associated with the plan and, if part of the covered loss, one standard battery.

Service Contract: Screen Repair for Eligible Devices

As-soon-as-same-day screen repair may be available for eligible devices in select areas. As-soon-as-same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. For full device and location eligibility, go to https://samsung.servify.tech/us or call (833) 690-0918. All subject to change at any time.

Non-Return Fee

If your device is damaged, malfunctioned, or if your lost device is later found, you can avoid Non-Return Fees of up to manufacturer's suggested retail price or $2500 (whichever is less) by simply returning the device as directed by us in the return mailer that we provide to you within ten (10) days of delivery of the replacement product.

Cancellation Policy

You may cancel your optional coverage at any time and receive a pro-rata refund of your unearned premium/ charges. You may cancel this Plan by emailing samsunghelp@servify.tech or log into your Samsung.com account on Samsung.com, click on "MyAccount" and then "My Subscriptions".

Insurance Exclusions and Limitations

This insurance coverage does contain limitations and exclusions. Loss due to indirect or consequential loss, intentional acts, abuse, contraband, any device with a unique identification number that has been altered, technological obsolescence or depreciation, cosmetic damage,

unauthorized repair or replacement, pollutants, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, batteries or included accessories unless it is part of the covered loss, malware, war, governmental action, damage to data, nonstandard external media, and nonstandard software, failure to reasonably protect the device from any further loss, accidental damage from handling, are excluded. All exclusions and limitations can be found in the full Terms and Conditions.

Fraud

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree. In Oregon, this note does not apply.

Coverage Certificate

The Coverage Certificate is the entire agreement between you and the insurer company, as applicable. Servify will send you complete Certificate of Insurance after your enrollment; however, if you would like to review the complete Terms and Conditions before you enroll, you may visit https://us.servify.tech/termsandconditions/samsung/samsung-b2c or contact Servify at (833) 690-0918. For questions, or to obtain a full-size copy of the insurance Coverage Certificate, please contact Servify at (833) 690-0918.

Binding Arbitration

THE SERVICE CONTRACT AND INSURANCE COVERAGE CERTIFICATE EACH CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED).

Agreement to Terms and Conditions

You agree to Coverage Certificate/Policy and the Service Contract, when you enroll. You can review them at https://us.servify.tech/termsandconditions/samsung/samsung-b2c or call (833) 690-0918.

Customer Support

Servify strives to satisfy every customer and ask you to allow them the opportunity to resolve any questions, concerns or complaints you may have by calling (833) 690-0918. All applicable taxes and surcharges extra. Offers may be modified or discounted at any time.

IN ORDER FOR YOUR THEFT AND LOSS CLAIM TO BE ELIGIBLE FOR COVERAGE, YOU MUST HAVE KNOX GUARD ENROLLED ON YOUR DEVICE. YOU CAN ENROLL BY GOING TO HTTPS://GUARD.SAMSUNGKNOX.COM/ ON YOUR DEVICE AND ENABLING KNOX GUARD. IF YOU DO NOT ENROLL IN KNOX GUARD WITHIN 30 DAYS OF PURCHASE WE RESERVE THE RIGHT TO CANCEL YOUR ENROLLMENT IN SAMSUNG CARE+ WITH THEFT AND LOSS AND PROVIDE A FULL REFUND OF YOUR PLAN PAYMENT.

Samsung Care+ Theft and Loss Only Program Summary

Mobile Device Protection Insurance Policy
Coverage Certificate Declarations

Wesco Insurance Company
An AmTrust Financial Company

Certificate Number	Described in the Plan Activation / Plan Confirmation Document(s) as the Plan ID
Enrolment Date	As described in the Plan Activation / Plan Confirmation Document(s)
Expiration Date	As described in the Plan Activation / Plan Confirmation Document(s)
Insurance Provider	Wesco Insurance Company 59 Maiden Lane, 43rd Floor New York, NY 10038 877-882-1322 This Certificate is attached to and made a part of Master Policy # WIC-SAMS-MPED-013123
Certificate Holder Address **Cell Phone Number** **E-mail Address**	As described in the Plan Activation / Plan Confirmation Document(s)
Named Insured / Authorized Equipment Vendor	**Samsung Electronics of America, Inc.** **6625 Excellence Way** **Plano, TX 75023** **1-833-690-0918**
Date of Product Purchase **Description of the Covered Property** **MSRP Value of the Covered Property**	As described in the Plan Activation / Plan Confirmation Document(s)
Covered Causes of Loss	**Theft**, meaning the unlawful taking or removing of Your **Covered Property** without Your consent **Unintended Loss**, meaning the unforeseen disappearance or physical loss of the **Covered Property** during the period of coverage caused by You or any person authorized by You to use the **Covered Property**.
Description of Covered Accessories	As described in the Plan Activation / Plan Confirmation Document(s)
Limit of Liability	As described in the Program Summary
Premium, Deductible and Device Category	As described in the Plan Activation / Plan Confirmation Document(s)
Authorized Representative / Program Administrator	Servify US, Inc. 5608 17th Ave. NW Seattle, WA 98107 1-833-690-0918 https://samsung.servify.tech/us A COMPLETE COPY OF THE MASTER POLICY IS AVAILABLE AT THE ABOVE WEBSITE OR MAY BE OBTAINED BY CALLING THIS TOLL-FREE NUMBER: 1-833-690-0918
For Service and Claims	1-833-690-0918
	
	Authorized Representative



59 Maiden Lane, 43rd Floor, New York, NY 10038

Mobile Device Protection Insurance Policy

Coverage Certificate

In this **Certificate**, the words "**We**", "**Us**" and "**Our**" refer to Wesco Insurance Company, the company providing this insurance. The words "**You**", "**Your**" and **Certificate Holder** refer to customers of the **Authorized Equipment Vendor** who have been enrolled and accepted for coverage under this **Certificate**, and for whom the **Program Administrator** or **We** have on file a complete description of the **Covered Property**.

I. COVERAGE

Subject to all of the terms and conditions of this **Certificate** and the payment of premium(s) shown in the Certificate Declarations, **We** agree to provide the insurance stated in this **Certificate**, as long as any covered **Claim** occurs while **Your** coverage is in effect.

A. WHAT WE INSURE

We agree to replace **Covered Property** that has incurred physical loss resulting from those **Covered Causes of Loss** listed in the Certificate Declarations, so long as **You** remain eligible for coverage.

B. PROPERTY NOT COVERED

The following are not eligible for coverage:

1. Any property or equipment that is not **Covered Property**.
2. Contraband or property in the course of illegal transportation or trade.
3. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft. 4. Personalized data such as computer files, contact lists, photos, video, and music downloads. Customized **Software**, such as personal information managers (PIM's), ring tones, games, or screen savers. 5. Accessories or color face plates unless identified as **Covered Accessories** in the Certificate Declarations. 6. Preventive maintenance or preferential adjustments.

C. PAYMENT OF PREMIUMS

Monthly premiums will be charged to **You** for transmittal to **Us** based upon the device category of **Your Covered Property** as set forth in the **Certificate Declarations**.

D. WHEN COVERAGE IS EFFECTIVE

All coverage is effective at 12:01 A.M. on the effective date and location listed in the Certificate Declarations.

1. If **You** submit **Your** request for enrollment for insurance coverage within the first thirty (30) days after initial product purchase, upon **Our** approval of **Your** enrollment, coverage is retroactive to the date of the submission of **Your** request for enrollment. The **Program Administrator** or **We** will notify **You** within 30 days if **Your** request is not approved.

E. WHERE COVERAGE IS EFFECTIVE

Unless otherwise amended by endorsement, coverage under this **Certificate** applies to **Claims** to **Covered Property** that occur anywhere in the world, provided **Your Covered Property** was purchased in 1.) United States of America, including the District of Columbia, and territories and possessions; 2.) Puerto Rico; and 3.) Canada. For losses that occur while abroad, **We** will require a sworn statement of loss.

If Your **Claim** is approved, We will provide You with a replacement device, not to exceed the **MSRP** value of **Your Covered Property** as of the date **Your Claim** was filed with **Us**. Replacement equipment may, at **Our** option, be new, re-manufactured or rebuilt equipment of equal or similar features and functionality. **Claims** will be processed in the United States and all valuation assessments of **Your Covered Property** will be in U.S. currency.

II. DEFINITIONS

Authorized Equipment Vendor means the individual or party who sold the **Covered Property** to **You** and has been issued a master Mobile Device Protection Insurance Policy by **Us**.

Certificate Holder means the individual insured under this **Certificate**, as shown in the Certificate

Declarations. **Claim** means **Your** request for any of the benefits under this **Certificate.**

Computer Virus means any unauthorized intrusive codes or programming that is entered by any means into data processing equipment, media, **Software**, programs, systems or records and interrupts the operations of **Covered Property.**

Cosmetic Damage means damages or changes to the physical appearance of the **Covered Property** that do not impede or hinder the normal operational function, such as scratches, abrasions, or changes in color, texture or finish.

Coverage Certificate or **Certificate** means this Mobile Device Insurance Protection Certificate.

Covered Accessories mean the stock accessories that were provided to You with the purchase of **Your Covered Property** and listed in the Certificate Declarations, and are lost or stolen in connection with the occurrence of a covered **Claim. Covered Accessories** do not include memory cards or any other accessories not specifically listed as covered.

Covered Property means the mobile electronic device on record with Us, and any **Covered Accessories** shown in the **Certificate** Declarations, but only if such **Covered Accessories** are lost or damaged with the **Covered Property**.

Intentional Damage means any damage to the **Covered Property** arising out of any act or willful neglect by **You** to commit or conspire to commit with the intent to cause a **Claim. Intentional Damage** includes damage from the **Covered Property** resulting from **Your** imposition of any abnormal conditions to **Your Covered Property.**

MSRP means the manufacturer's suggested retail price of the **Covered Property** as of its date of purchase.

Non-Covered Accessories as used in this **Certificate** means all accessories not included in the definition of Covered Accessories.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor,

soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Program Administrator refers to the party listed as "**Program Administrator**" in the Certificate Declarations. **Wireless Service Provider** means the company that provides **Your** cell phone service.

Software refers to the operating system pre-loaded at the time of purchase on the **Covered Property**.

Wear and Tear means the gradual reduction in value to the **Covered Property** stemming from routine use and exposure.

III. LIMITS OF LIABILITY

A. PER CLAIM LIMIT

The per **Claim** limit shown in the Certificate Declarations applies to each covered **Claim** for repair or replacement due to loss or damage to the **Covered Property**. For any one **Claim**, the maximum **We** will pay for replacement equipment or for repair costs shall not exceed the lesser of $1,500.00 or the MSRP value of the **Covered Property**, as of the date **We** receive **Your** request for **Claim**, less the applicable deductible.

B. AGGREGATE LIMITS

The maximum number of **Claims** listed in the **Certificate** Declarations is the aggregate limit allowed per **Covered Property** in any twelve (12) month period, subject to the terms and conditions of this **Certificate**. The twelve month period is calculated based on the date of replacement for each covered **Claim**.

IV. CONDITIONS IN THE EVENT OF A CLAIM

A. In the event of a covered **Claim**, **We** will arrange for a replacement of the Covered Property to be provided to You. **We**, at **Our** sole discretion, will decide whether to settle a **Claim** by providing a replacement device to You directly or by paying the **Program Administrator**, for supplying equipment or services (or both) to **You**. Replacement equipment may, at Our option, be new or re-manufactured equipment.

B. In the event the original make and model of Your **Covered Property** is no longer supported by Your **Wireless Service Provider**, or, the model is no longer offered by the **Authorized Equipment Vendor** at the time of approval of Your **Claim**, **We**, at **Our** sole discretion, will provide a comparable device of equal or similar features and functionality or a gift card to be used toward the purchase a replacement device from the **Authorized Equipment Vendor**, not to exceed the **MSRP** value of **Your Covered Property** as of the date **Your Claim** was filed with **Us**. In the event You are unable to access the services of the **Authorized Equipment Vendor**, **We** reserve the right to settle **Your** claim by issuing a check for the **MSRP** value of **Your Covered Property** as of the date **Your Claim** was filed with **Us**.

C. Replacement equipment will be approved equipment for use on the network of the **Wireless Service Provider** at the time of **Claim**.

D. Equipment failure evaluation performed by the **Authorized Equipment Vendor** and/or the **Program Administrator** and/or the manufacturer may be required prior to approval of **Your** request for replacement of the **Covered Property**.

V. DUTIES IN THE EVENT OF A CLAIM

A. As applicable to **Your Covered Property**, in the event that **Your Covered Property** is lost or stolen, **You** must notify **Your Wireless Service Provider** as soon as possible to suspend service.

B. If a **Claim** involves a violation of law or any **Loss** of possession, **You** agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.

C. **You** must report the **Claim** promptly to the **Program Administrator** and provide the **Program Administrator** with all of the necessary information required to approve **Your Claim** not later than sixty (60) days from the date of the loss of use of **Your Covered Property.** If **You** do not report the **Claim** or fail to provide the necessary **Claim** information within sixty (60) days, and **Our** ability to provide insurance stated in this **Certificate** is adversely affected, **You** will have forfeited any right of recovery for **Your** claim. **You** must submit all **Claims** through the **Program Administrator** for **Our** approval prior to the delivery of replacement equipment. Any **Claims** that are not submitted through the **Program Administrator** for **Our** approval may not be honored and fulfilled.

D. **You** will do what is reasonably necessary to minimize the damage and to protect the **Covered Property** from any further damage.

E. For **Claims** resulting from attempted theft, vandalism or loss of equipment, **You** must provide **Us** with a detailed proof of **Claim** statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the **Claim** is reported and prior to **Your** receipt of replacement equipment.

F. In the event of a covered **Claim**, **You** must permit **Us** to inspect the property and records involving the **Claim. You** must cooperate in the investigation of such **Claim.** If requested, **You** must permit **Us** to question **You** under oath, at such times as may be reasonably required, about any matter relating to this insurance or **Your** claim, including **Your** books and records. **Your** answers must be signed and may be recorded.

G. In the event of a covered **Claim**, **You** may be required to provide a copy of the original bill of sale. H. In the event of a covered **Claim**, **You** must satisfy the nonrefundable deductible applicable to the **Claim.**

VI. EXCLUSIONS

We will not pay a Claim caused directly or indirectly or resulting from events, conditions or causes identified in this section. Such Claims are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Claim.

A. Damages resulting from any delay, loss of market, loss of use or any other consequential loss, interruption of business, or inconvenience; or from an increase of loss caused by or resulting from the delay in replacing **Covered Property** due to interference at the location of replacement by strikers, other persons or any other cause.

B. Due to the intentional parting of **Covered Property** by **You** or anyone entrusted with the property. Damage due to intentional, dishonest, fraudulent or criminal acts by **You** or **Your** family members, any of **Your** authorized representatives, anyone **You** entrust with the property, and any of their family members, or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.

C. Damage caused by or resulting from change or enhancement in color, texture, or finish; or caused by or resulting from expansion, contraction, or any **Cosmetic Damage** of **Covered Property**, however caused. Such excluded causes include, but are not limited to, scratches, marring, and cracked displays that occur to **Covered Property** that do not affect the mechanical or electrical function of the **Covered Property.**

D. Damage caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for damages by ensuing fire or explosion.

E. Damage caused by or resulting from unauthorized repair or replacement.

F. Damage caused by or resulting from the discharge, dispersal, seepage, migration, release or

escape of **Pollutants**.

G. Damage caused by or resulting from use of the **Covered Property** in a manner for which it was not designed or intended by the manufacturer.

H. Damage caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.

I. Damage caused by or resulting from error or omission in design, programming, system configuration, faulty construction, or any original defect in any **Covered Property**, or manufacturer's recall.

J. Any physical or liquid damage or mechanical or electrical failure that is covered under a manufacturer's warranty, service contract or extended warranty.

K. Loss of, or damage to, batteries (unless otherwise covered as a **Covered Accessory** when part of a **Claim** for other **Covered Property**) is not covered. Loss of, or damage to, antennas, external housings, or casings that does not affect the mechanical or electrical function of the **Covered Property** is not covered.

L. Damage caused by or resulting from normal **Wear and Tear**, gradual deterioration, inherent vice or latent defect.

M. Any and all damage caused by or resulting from a **Computer Virus**, whether intentional or unintentional. N. Any damage caused by or through or in consequence, directly or indirectly, of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause. Damage caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these. Damage caused by or resulting from Governmental Action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.

VII. ELIGIBILITY AND CANCELLATION

A. Cancellation or Non-renewal Provisions:

1. **You** may cancel coverage under this **Certificate** by mailing or delivering to the **Program Administrator** or **Us** advance written notice stating when such cancellation is effective.
2. **We** may cancel or non-renew this **Certificate** by mailing or delivering to You written notice of cancellation at least:
   a. Ten (10) days before the effective date if **We** cancel for nonpayment of premium; or
   b. Sixty (60) days before the effective date of cancellation or non-renewal if **We** cancel or non-renew for any other reason; except where longer notice is required by applicable law, in which case the appropriate timely notice will be given.
3. Notice will be mailed or delivered to **You** at the last address known to **Us** or as otherwise authorized by **You**.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this **Certificate** will end on that date.
5. If coverage under this **Certificate** is cancelled, **You** will be refunded any unearned premium due. All refunds will be calculated on a pro-rata basis.
6. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.

B. To remain eligible for coverage:

1. **You** must not have engaged in fraud or abuse with respect to this or a similar mobile equipment insurance program.
2. **You** must not have exhausted the benefits available under this **Certificate** by exceeding the aggregate limit defined under **LIMITS OF LIABILITY**.
3. **You** must not be in breach of any material term of this **Certificate**, including, but not limited to: Failure to satisfy the required deductible on a covered **Claim**.

4. **You** are responsible for the payment of all premiums, per the terms of this **Certificate**.

C. Continued eligibility for coverage ceases when the maximum number of **Claims** shown in the Certificate Declarations is reached during any one twelve (12) month period beginning with the date of replacement for the first replacement device. **We** will forward a notice of ineligibility to **You**, by mail, email or fax when the maximum number of **Claims** is reached.

D. If **You** have selected an annual or multi-year payment plan for **Your Certificate,** coverage is provided until the end of the **Certificate** expiration date or cancellation or non-renewal of coverage in accordance with any of the termination provisions outlined in this section.

VIII. GENERAL CONDITIONS

A. All **Claims** under this **Certificate** will be settled within five (5) days after presentation and acceptance of satisfactory proof of interest and loss to the **Program Administrator** and satisfaction by **You** of **Your** duties in the event of a **Claim**. **We** will ship approved replacement equipment directly to **You** within the United States or direct You to the nearest **Authorized Equipment Vendor** location to pick up Your replacement device.

B. If **We** and **You** disagree on the value of the **Covered Property** or the amount or satisfaction of a **Claim**, either may elect arbitration pursuant to the arbitration clause contained in this **Certificate**.

C. Any recovery or salvage on **Covered Property** following a **Claim** will accrue entirely to **Our** benefit until the expense incurred by **Us** has been made up. Upon **Our** request, **You** will return to **Us** any equipment subsequently recovered after a **Claim** has been approved by **Us**. Any **Covered Property** that we replace is the property of Wesco Insurance Company and may be disabled, destroyed or reused for parts or components.

D. No person or organization, other than **You**, having custody of the **Covered Property**, will benefit from this insurance.

E. If any **Certificate Holder** to or for whom **We** honor a **Claim** under this **Certificate** has rights to recover damages from another, those rights are transferred to **Us**. That **Certificate Holder** must do everything necessary to secure **Our** rights and must do nothing after a **Claim** to impair them; but **You** may waive **Your** rights against another party in writing:

1. Prior to a covered loss.
2. After a covered loss, only if, at time of loss, that party is one of the following:
    a. someone covered under this **Certificate**;
    b. a business firm;
        i. owned or controlled by the **Certificate Holder**; or
        ii. that owns or controls the **Certificate Holder**; or
        iii. the **Certificate Holder's** tenant.

This will not restrict the **Certificate Holder's** coverage.

F. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

1. This coverage;
2. The **Covered Property**;
3. **Your** interest in the **Covered Property**; or
4. A **Claim** under this **Certificate**.

G. Arbitration

The coverage provided to **You** by this **Certificate** is in connection with and related to services

provided to **You** by **Your Wireless Services Provider**. If, in order to facilitate prompt resolution of any disputes which may arise **We** and **You** mutually agree on arbitration, any and all **claims**, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the dispute or controversy occurred, and regardless of whether in contract, tort, or otherwise (including statutory, common law, fraud, fraudulent inducement, other intentional tort, property and equitable claims) arising out of, relating to, or in connection or conjunction with: (1) the **Certificate**, or the Policy under which it is issued; (2) any activities, transactions, services or interactions of any kind involving **You** and **Us**, or between **You** and any of **Our** employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the **Certificate**; or (3) the validity, scope or enforceability of this arbitration provision or the **Certificate** (the "Claim") may be resolved, on an individual basis, by neutral and binding arbitration.

All arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with its Wireless Industry Rules and Procedures (the "Arbitration Rules") in effect at the time the **Claim** is filed. The Arbitration Rules, as well as forms and information on arbitration in general may be obtained by calling **Our** Authorized Representative, or by visiting AAA's Web site at www.adr.org. Any arbitration which **You** attend will take place at a location within the federal judicial district that includes **Your** billing address at the time the **Claim** is filed. The Arbitration Rules provide that for claims under $10,000, **We** will advance the administrative fee payable to AAA and **Your** portion of the arbitrator's fees may be waived in the case of economic hardship. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter.

H. No one may bring legal action, including arbitration, against **Us** under this **Certificate** unless: 1. there has been full compliance with all terms of this **Certificate**; and
2. the action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after **You** first have knowledge of a loss or other events that are the basis of the action.

I. **You** may transfer this **Certificate** to a new owner of the **Covered Property** by contacting the **Program Administrator** at 1-833-690-0918 or https://samsung.servify.tech/us.

J. If **You** have damage to **Covered Property** that is part of a pair or set, **We** will only cover for a reasonable and fair proportion of the total value of the pair or set. **We** will not cover based on damage to the entire pair or set.

K. **We** may make available to **You** other limited benefits or services related to **Your Covered Property** where available. These may include: Property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through the **Authorized Equipment Vendor** or **Your Wireless Service Provider** or other authorized service facilities.

L. **We** agree that any terms of this **Certificate** not in conformity with applicable law are conformed to comply with such law. If any portion of this **Certificate** is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this **Certificate**.

M. This **Certificate** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Certificate's** terms can be amended or waived only by issuance of a new certificate or endorsement issued by **Us** and made a part of this **Certificate**.

N. **We** retain the right to revise this **Certificate** at any time and adjust the coverage terms including the premium and the deductible. In the event of any material change in the coverage terms, premium or the deductible, **You** will be provided sixty (60) days advance written notice of such changes. **You** may cancel coverage at any time without penalty, but if **You** continue to pay premiums after a change in premiums, coverage terms or the deductible, **You** will be bound by those changes.

IX. STATE CHANGES

Terms and conditions vary for **Certificates** issued and **Certificate Holders** residing in select jurisdictions as set forth below.

New York:

SECTION VIII. ELIGIBILITY AND CANCELLATION is replaced with the following:

VIII. ELIGIBILITY AND CANCELLATION

A. Cancellation and Non-renewal Provisions:

1. **You** may cancel coverage under this **Certificate** by mailing or delivering to the **Program administrator** or **Us** advance written notice stating when such cancellation is effective.
2. If the group policy is cancelled by **Your Authorized Equipment Vendor** written notice shall be mailed or delivered to You at **Your** last known mailing address at least thirty (30) days prior to the effective date of the cancellation advising of the reason and effective date of cancellation.
3. **We** may cancel this **Certificate** with fifteen (15) days written notice of cancellation or non-renewal for the following reasons:
   a. Non-payment of premium; however if this **Certificate** is cancelled for this reason, the notice will state the amount of premium due;
   b. Discovery of fraud or material misrepresentation in obtaining this **Certificate** or in the presentation of a claim under this **Certificate.**
4. We may cancel this Certificate with sixty (60) days written notice of cancellation or non-renewal for any other valid underwriting reason.
5. This **Certificate** will automatically cancel for the following reasons:
   a. **You** cease to have active telecommunication service with the **Wireless Service Provider;** or **b. You** exhaust the aggregate **LIMITS OF LIABILITY.**
      (1) Notice will be mailed or delivered to **You** at the last address known to **Us** or as otherwise authorized by **You** within fifteen (15) business days after exhaustion of the limit. If notice is not timely sent, coverage shall continue until **We** send notice of termination to **You.**
      (2) **You** may request reinstatement of coverage not more than twelve months following the date of exhaustion of the coverage limit in accordance with the terms of this **Certificate** and subject to applicable enrollment criteria.
6. Notice will be mailed or delivered to **You** at the last address known to **Us** or as otherwise authorized by **You.**
7. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this **Certificate** will end on that date.

8. If coverage under this **Certificate** is cancelled, **You** will be refunded any unearned premium due in accordance with applicable law.

9. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.

B. To remain eligible for coverage:

1. **You** must have activated communications service directly with **Your Wireless Service Provider** and be a valid, active and current subscriber of **Your Wireless Service Provider** to be covered under the Policy. **Covered Equipment** must be actively registered on the **Wireless Service Provider's** network on the date of loss and have logged airtime prior to the date of loss.

2. The **Covered Equipment** must be designated by **Us** and eligible for coverage under this **Certificate**. Eligibility may be limited to new equipment that has not been previously activated for service.

3. **You** must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.

4. **You** must not have exhausted the benefits available under the Wesco Insurance Company **Coverage Certificate** by exceeding the aggregate limit defined under **LIMITS OF LIABILITY**.

5. **You** must not be in breach of any material term of this **Certificate**, including, but not limited to: Failure to return damaged **Covered Equipment** when requested in conjunction with a covered **Claim**; or, failure to satisfy the required deductible on a covered **Claim**.

6. **You** are responsible for the payment of all premiums, per the terms of this **Certificate**.

C. Continued eligibility for this insurance ceases and coverage will automatically terminate when the maximum number of **Claims** shown in the **Certificate Schedule** for replacements or repairs of **Covered Equipment** is reached during any one twelve (12) month period beginning with the date of replacement for the first replacement or repair. **We** will forward a notice of ineligibility to **You**, by mail, email or fax when the maximum number of **Claims** is reached. **You** will remain ineligible for a period of twelve (12) months commencing on the date of replacement. However, **You** may request reinstatement of coverage with in the twelve (12) months following a period of ineligibility. Any request for reinstatement of coverage will be subject to applicable enrollment criteria.

D. If **You** have selected an annual or multi-year payment plan for **Your Coverage Certificate,** coverage is provided until the end of the **Certificate** expiration date or cancellation or non-renewal of coverage per any of the termination provisions outlined in this section.

SECTION IX. GENERAL CONDITIONS, Subsection F. is replaced with the following:

F. Concealment, Misrepresentation or Fraud

In any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning: 1. This coverage;

2. The **Covered Equipment**;

3. **Your** interest in the **Covered Equipment**; or

4. A claim under this Certificate; Coverage may be denied.

SECTION IX. GENERAL CONDITIONS, subsection H., is replaced with the following:

H. No suit or action on this **Certificate** for the recovery of any **Claim** shall be sustainable in any court of law or equity unless all the requirements of this **Certificate** shall have been complied with, and unless commenced within twenty four months next after inception of the **Loss**.

Samsung Care+ Theft and Loss Only Program Summary

NOTE:
THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL LIABILITY INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

Samsung Care+: Theft and Loss Insurance Only