

## PROTECT4LESS PROTECTION PLAN TERMS & CONDITIONS FOR SHOPKEES

### Important Telephone Number

Claims: **UAE 052 1240512**

Working hours: **09:00 hrs to 18:00 hrs, Monday to Friday (excluding public holidays)**

### What are SHOPKEES Protect4Less Protection Plans (“Protect4Less Plans”)?

- **Protect4less Plans** are protection plans designed for a range of **eligible products** purchased from SHOPKEES;
- **Protect4less Plans** only cover for **incidents** and claims that can be serviced within the United Arab Emirates;
- Claims are administered by ZH Middle East DMCC, UAE.

### What products are covered under Protect4Less Plans?

The range of **eligible products** for a **Protect4less Plan** can include any of the following categories **as per the plan purchased**: consumer electronics & home appliances (non-portable), desktops, printers, scanners, laptops, notebooks, netbooks, tablets, telecoms, mobile phones, smartphones & tablets.

All **eligible products** must have been purchased by **you** and owned and used exclusively by **you** or a member of **your family**.

**Eligible products** are covered up to the specified limits based on the **Protect4less Plan you** purchased.

### Protect4Less Plans

Eligible products are covered under one of the following types of plans, **as per the plan purchased by you**:

- **Extended Warranty plan (“EW” plan)**
- **Primary Warranty plan (“PW” plan)**
- **Accidental Damage plan (“AD” plan)**
- **Extended Warranty + Accidental Damage plan (“EWAD” plan)**

Under **EW plan OR EWAD plan**, **eligible products** can be covered for **mechanical or electrical breakdown** up to 3 years from the date on which the product was purchased, subject to the time period for which you have purchased the plan.

Under **PW plan**, **eligible products** can be covered for mechanical or electrical breakdown up to 12 months from the date on which the **covered product** was purchased. **PW Plans** are only available for branded products which are by Law eligible to be sold in the region of coverage, with a valid distribution and service

network available. **PW Plans** are not applicable on DOA (Dead on Arrival) Units.

Under **AD plan OR EWAD plan**, **eligible products** can be covered for **accidental damage** up to 2 years from the date on which the covered product was purchased, subject to the time period for which you have purchased the plan. **All Accidental Plans have a cooling off period of 30 days - before you can make your first claim.**

**P4L Plan prices** are subject to change at the sole discretion of P4L.

### Benefit List

**Protect4Less Plan** coverage and limits are set out below.

Coverage & Limits	Extended Warranty for mechanical or electrical breakdown	Accidental Damage
Limit	Purchase price of your covered product	Purchase price of your covered product
Excess/Deductible	Nil	10%
Number of repairs allowed during the <b>Protect4Less Plan period</b>	Unlimited, subject to the aggregate cost of repairs not exceeding <b>purchase price</b>	1 per 12 month period subject to a maximum of 2 during <b>your Protect4less Plan period</b>
Maximum <b>Protect4Less Plan period</b> including underlying manufacturer warranty period	36 months	24 months
Replacement - in the event <b>your covered product</b> cannot be repaired	<b>Purchase price less depreciation</b>	<b>Purchase price less depreciation less excess</b>
Reimbursement - in the event <b>your covered product</b> cannot be repaired and it is no longer available from SHOPKEES retail outlets	<b>Voucher for purchase price less depreciation</b>	<b>Voucher for purchase price less depreciation less excess</b>

### How do I make a claim?

If **you** believe that **your covered product** has suffered a **mechanical & electrical breakdown** you must contact ZH Middle East DMCC or contact SHOPKEES to report the problem.

Full details of **our** claims procedure can be found under the **How to make a claim** section of **your Protect4less Plan**.

### How do I make a complaint?

If **you** have a complaint about **your Protect4less Plan** you should must contact ZH Middle East DMCC.

Full details of our complaints procedure can be found under the [General conditions](#) section of your **Protect4less Plan**.

### How do I transfer my Protect4Less Plan?

If **you** wish to gift **your covered product** and **your Protect4Less Plan** to a third party **you** should contact ZH Middle East DMCC. **You** will need to provide evidence that **you** purchased **your covered product**.

### Terms & conditions

This is **your Protect4Less Plan** terms and conditions with the Reinsurer and together with **your purchase invoice** constitutes **your** agreement with **us**.

In return for the full payment for **your fees, your covered products** will be protected within the terms and conditions set out within **your Protect4Less Plan**.

Only **eligible products** purchased through SHOPKEES can be covered by a **Protect4less Plan**.

### Definitions

Some of the words in this **Protect4Less Plan** have specific meanings. These are explained below and have the same meaning wherever they appear in bold throughout this **Protect4Less Plan**.

**Covered product(s)** means an **eligible product** owned by **you** or a member of **your family** that **you** purchased from SHOPKEES.

**Accessories** mean incidental items sold alongside or in conjunction with **eligible products**.

**Accessories** are only eligible for **EW Plans**.

**Depreciation** means the amount **we** will deduct from the **purchase price** of **your covered product** in the event that **your covered product** cannot be repaired or replaced. **We** will calculate the **depreciation** by applying 5% to the **purchase price** per each quarter beginning on the **product purchase date** as follows:

<b>Quarter</b>	<b>Depreciation</b>
One	5%
Two	10%
Three	15%
Four	20%
Five	25%
Six	30%
Seven	35%
Eight	40%

**Eligible product(s)** mean only products that fall under one of the following categories **as per the plan purchased**:

- Consumer electronics & home appliances (non-portable)
- Desktops, printers, scanners
- Laptops, notebooks, netbooks, tablets
- Telecoms, mobile phones, smartphones & tablets.

**Protect4Less Plan** means this document.

**Protect4Less Plan period** means the period beginning on the **start date** and expiring at the end of the additional years purchased.

**Family** means any member of **your** immediate **family** who live with **you** permanently at **your home** including **your** husband or wife, **your** children and/or **your** parents.

**Home** means the registered address supplied by **you** as **your** permanent place of residence.

**Incident** means an event or a series of events which result in the **mechanical or electrical breakdown** of **your covered product**.

**Mechanical or electrical breakdown** means the failure of **your covered product** due to any mechanical or electrical breakdown requiring repair or replacement of **your covered product** before its normal operation can be resumed.

**Fees** means the amount payable by **you** for **your Protect4Less Plan**.

**Purchase invoice** means the receipt provided to **you** when **you** purchased **your eligible product** from SHOPKEES. **You** must retain **your purchase invoice** during the **Protect4less Plan period** and provide this to **us** when **you** need to make a claim. If **you** cannot provide **your original purchase invoice** we will not be able to handle **your** claim.

**Purchase price** means the amount to be paid by **you** for **your covered product** excluding any credit charges, delivery charges, interest charges or delivery costs as shown on **your purchase invoice**.

**Start date** means:

- **Extended Warranty** - the date of expiry of **your covered product's** manufacturer warranty but not more than 24 months from the date **you** purchased **your covered product** as shown on **your purchase invoice**
- **Primary Warranty** - the purchase date of **your covered product** as shown on **your purchase invoice** and expires at the end of one year from the date purchased.
- **Accidental Damage** - the date **you** purchased **the plan for your covered product** but not exceeding 12 months from the date **you** purchased **your covered product** as shown on **your purchase invoice**.

**We, our, us** means **ZH Middle East DMCC** of 3206, Mazaya Business Avenue AA1, Jumeirah Lake Towers, Dubai, UAE who is the administrator of **your Protect4Less Plan**.

**You, your** means an individual paying the Fees for the Covered Product including the individual's **family** who purchased **your covered product**.

#### **Mechanical or electrical breakdown – What is covered**

If **your covered product** suffers **mechanical or electrical breakdown** during the **Protect4less Plan period** we will arrange for the repair of **your covered product** through **our** repair partner network.

If it is not possible for **us** to repair or it is uneconomical for **us** to repair **your covered product**, we will replace **your covered product**.

If **your covered product model** is no longer available we will reimburse **you** for the **purchase price** less **depreciation** with a voucher that **you** will be able to use at authorised outlets.

#### **Mechanical or electrical breakdown – What is not covered**

**Mechanical or electrical breakdown:**

- covered by a manufacturer's recall of **your covered product**;
- occurring during the manufacturer's warranty period of **your covered product**;

- caused by mis-using **your covered product**, failure to follow the manufacturer's instructions or overcharging **your covered product** e.g. bloated batteries;
- caused by any form of portable external storage media including but not limited to memory cards, USB memory sticks or other digital recording equipment used with **your covered product**;
- caused by wear and tear, rusting or other gradual deterioration due to normal use of **your covered product**;
- caused by **your** failure to follow the manufacturer's instructions for **your covered product**;
- caused by any software or data installed on **your covered product** such as telephone numbers, ringtones, music, pictures, applications or videos;
- caused as a result of a virus;
- caused due to rooting, jailbreaking or installing custom ROMs or other software that may affect **your covered product's** hardware;
- caused by any unauthorized repair or modification to **your covered product** undertaken by any unauthorised third-party repairer; and
- to **your accessories** if there are any signs of physical damage to **your accessories**.

### Accidental damage

If **your covered product** suffers **accidental damage** during the **Protect4less Plan period** we will arrange for the repair of **your covered product** through **our** repair partner network. **You** must pay the **excess** to **us** before **we** will authorise the repair of **your covered product**.

If it is not possible for **us** to repair or it is uneconomic for **us** to repair **your covered product** we will replace **your covered product**. **You** must pay the **excess** to **us** before **we** will authorise the replacement of **your covered product**.

If **your covered product** is no longer available **we** will reimburse **you** for the **purchase price** less **depreciation** and the **excess** with a voucher that **you** will be able to use at any SHOPKEES retail outlet.

### What is not covered

- The claim is covered by a manufacturer's recall of **your covered product**;
- Failure of Touchscreen or display occurring during the manufacturer's warranty period of **your covered product**;
- caused by mis-using **your covered product**, failure to follow the manufacturer's instructions or overcharging **your covered product** e.g. bloated batteries;
- caused by wear and tear, rusting or other gradual deterioration due to normal use of **your covered product**;
- caused by **your** failure to follow the manufacturer's instructions for **your covered product**;
- caused as a result of a virus;
- caused due to rooting, jailbreaking or installing custom ROMs or other software that may affect **your covered product's** hardware;

- caused by any unauthorized repair or modification to **your covered product** undertaken by any unauthorised third-party repairer.
- caused by a deliberate act or **your** negligence;
- caused by storing **your covered product** in locations where in **our** opinion there was a high risk of **accidental damage**;
- caused by wear, tear and routine discolouring due to age of **your covered product**; or
- to **your covered product** whilst it was being used by someone else other than **you** or a member of **your family**;
- cosmetic accidental damage such as surface scratches or dents to **your covered product** which do not affect the functionality of **your covered product**.
- Loss of use of the Equipment or consequential loss of any kind. Which means any additional costs You incur above the actual repair or replacement cost of the Equipment.
- Any Associated charges levied by any provider to You.
- The value to you of the data stored on the device.

### General exclusions

We will not pay for:

- any **incident** occurring outside the **plan period**;
- any **depreciation** or **excess** applicable;
- routine servicing, inspection, maintenance, dismantling or cleaning of **your covered product**
- any claim where **you** are unable to provide proof of purchase of **your covered product**;
- any claim where the serial number of **your covered product** or the IMEI number for **your mobile phone** has been removed or tampered with in any way;
- any **incident** that results in **mechanical or electrical breakdown** to **your covered product** which is not reported to **us** within 15 days of discovery;
- any costs suffered by **you** as a result of not being able to use **your covered product** or any costs other than the repair or replacement cost of **your covered product**;
- any claim arising from the confiscation, requisition or destruction of **your covered product** by any government, public or legal authority;
- any costs incurred by **you** where a **mechanical or electrical breakdown** cannot be found with **your covered product**;
- any **mechanical or electrical breakdown** caused by war, terrorism, invasion, revolution or any similar event; and
- software malfunctions or other issues related to or caused by unauthorized software;
- styli, memory cards, selfie sticks, batteries, chargers, cables, cases, covers and any other similar items;
- **any covered product** which has been used for commercial purposes except printers.

### How to make a claim

- If **you** believe that **your covered product** has suffered a **mechanical or electrical breakdown**, call us on 052 1240512 or email us at [claims.uae@protect4less.com](mailto:claims.uae@protect4less.com).

- **You** will be asked to provide information regarding the **incident** in order that **we** can carry out an initial assessment of **your** claim. It may be possible that **we** will be able to rectify the problem over the telephone.
- If it appears that **your covered product** will require a repair or replacement **you** will be asked to complete a claim form and give permission to **us** to service **your** claim.
- We will review your claim form and **we** may ask **you** to provide further information by email at [claims.uae@protect4less.com](mailto:claims.uae@protect4less.com) .
- **We** will handle all claim notifications within 48 hours.

### Portable covered products

If **your covered product** is portable **you** will then be asked to provide us **your covered product**.

### White goods and non-portable covered products

**We** will arrange for a repairer to visit **your home** to assess **your covered product** and if in the opinion of the repairer it has suffered a **mechanical or electrical breakdown** will attempt to repair **your covered product** at **your home**.

If it is not possible to repair **your covered product** at **your home** **we** may take **your covered product** away to repair it or **we** may decide to replace **your covered product**.

If **we** cannot replace **your covered product** **we** will reimburse **you** for the **purchase price** less **depreciation**.

- **We** will endeavour to complete all claims within 14 working days from the date of **your** initial notification. **We** will inform **you** in advance of any delays which may arise if, for example, spare parts for **your covered product** are temporarily unavailable.
- If spare parts are not available and **we** are unable to repair **your** device within 14 working days **we** will provide **you** a standby device unit and/or **we** will replace **your covered product**.
- If **we** replace **your covered product** or reimburse **you** for the **purchase price** less **depreciation** less any **excess**, **your** damaged **covered product** will become the property of **ZH Middle East DMCC**.

### General conditions

#### 1. Fees

**You** must pay the **Fees to us** unless **your Protect4Less Plan** is cancelled by **you** or by **us**.

If **you** fail to pay the **Fees** when due, **we** may terminate **your Protect4Less Plan**.



## 2. Reasonable Precautions

**You** must at all times maintain **your covered product** in a good state of repair and **you** must take all reasonable precautions to guard against its **mechanical or electrical breakdown**.

## 3. Other plans policies

If at the time of an **incident you** have other plans policies for **your covered product**, **we** will only pay **our** share of the claim.

## 4. Cancelling your Protect4Less Plan

**You** may cancel **your Protect4Less Plan** within 14 days' of the purchase date for any reason, by mailing or delivering to **us** a notice of cancellation along with the original **Protect4Less Plan** certificate.

If **you** do so **you** will be given a full refund of **your Fees**.

**We** may cancel **your Protect4Less Plan** at any time by giving **you** 14 days' notice in writing to **your** email address registered with us in respect of the remaining period of **your Protect4Less Plan**.

If **we** do so we will give you a pro-rate return of **your Fees**, provided there were no paid claims during this period of eligibility of the Plan.

## 5. Our right to recover from others

If **we** pay any benefit to **you** under this **Protect4Less Plan** **we** are entitled to recover such amounts from other parties or persons and by accepting benefits from **us** under this **Protect4Less Plan** **you** agree to transfer **your** rights of recovery against any other party or person to **us**. **You** must do everything necessary to secure these rights and **you** must do nothing that would jeopardise them.

## 6. What to do if you need to make a complaint

If **you** are dissatisfied with **our** service and wish to complain please contact **us**:

Telephone: 052 1240512

Email: [customercare@protect4less.com](mailto:customercare@protect4less.com);

Working Hours: 09:00 – 18:00 UAE Time, Monday to Friday (excluding public holidays)

**We** aim to promptly solve **your** problems **you** may have at the initial point of contact. **Our** Customer Services staff are fully trained to deal with **your** complaint quickly and efficiently. However, **you** should inform **us** if **you** are dissatisfied with the response **you** have received.

**Your** complaint will then be escalated to **our** Customer Relations Team who will aim to resolve **your** complaint within two working days of receiving **your** complaint, where possible. If **our** Customer Relations

Team cannot resolve **your** complaint within this time, **we** will write to **you** within five working days and endeavour to resolve the problem within 14 days.

#### **7. Fraud**

If **you** or a member of **your family** or anyone acting on **your** behalf makes a false or fraudulent claim or supports a claim with false or fraudulent documents or statements including inflating or exaggerating a claim, **you** will lose all benefits and **your Fees you** paid for **your Protect4Less Plan**.

**We** will record this on anti-fraud databases and **we** may also notify other organizations. **We** may also recover any benefit **we** have already paid to **you** under **your Protect4Less Plan**.

#### **8. Law**

UAE law will apply to **your Protect4Less Plan**.

#### **9. Language**

The language of **your Protect4Less Plan** and all communications relating to it will be English.

#### **10. Government authority**

Neither party to **your Protect4Less Plan** shall have the right or authority to create any obligation, warranty, representation, or responsibility, expressed or implied, on behalf of the other party, to bind the other party in any manner whatsoever, in so far as any other party is concerned, outside of the terms, conditions and stipulations of **your Protect4Less Plan**, unless otherwise advised by the concerned Government authorities.