Total Wireless Protect+
SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

This Service Contract is issued to You and includes the Terms and Conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Service Contract enrollment / Coverage Confirmation. This Service Contract covers the Covered Device(s) described on Your proof of coverage, Device Profile, or if applicable, Your receipt or other enrollment documentation ("Coverage Confirmation"). We may require You to provide these documents prior to Your service event.

COVERAGE UNDER THIS SERVICE CONTRACT IS SECONDARY TO COVERAGE PROVIDED EITHER BY YOUR MANUFACTURER OR DEVICE SELLER'S WARRANTY. DURING THIS WARRANTY PERIOD, LOOK FIRST TO YOUR MANUFACTURER OR DEVICE SELLER FOR HARDWARE FAILURE. THIS SERVICE CONTRACT DELIVERS ADDITIONAL SERVICES FOR YOUR COVERED DEVICE DURING THIS COVERAGE TIMEFRAME.

DEFINITIONS

Administrator means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is The Signal in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P. The address and phone number of each Service Contract Administrator is PO Box 47168 Atlanta, GA 30362, 1-833-456-0146.

Covered Device(s) means Your eligible device(s), listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or by Us., as well as any subsequent upgrade device purchased or leased by You and registered with (and approved by) Us as a Covered Device.

Device Profile (if applicable) means the personal user account You create with Us to register and manage Your Covered Device(s) and view the details of Your Coverage Confirmation.

Manufacturer means Your Covered Device's manufacturer servicing entity.

Price means the amount You paid for this Service Contract as listed on Coverage Confirmation.

Provider means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in California where the Provider is Sureway, Inc.; in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is Assurant Service Protection, Inc.. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-833-456-0146.

Seller is Verizon Value, Inc., the entity that sold You this Service Contract.

We/Us/Our means one or more of the following - this Service Contract Provider, the Administrator, or our third party authorized servicers.

You/Your means the Covered Device(s) owner or lessee under this Service Contract.

WHEN COVERAGE BEGINS AND ENDS

If You purchase this Service Contract at the same time You purchase Your Covered Device(s), this Service Contract begins the date of enrollment or the date You activate Your Covered Device on the Total Wireless network, whichever is later.

If You purchase this Service Contract on a date later than the date You purchase Your Covered Device(s), this Service Contract takes effect after passing Our visual or virtual mechanical inspection (when required) and You activate Your Device on the Total Wireless network.

If a Covered Device changes due to a replacement by the device seller, the manufacturer, or US or due to an upgraded device either purchased or leased by You, coverage ceases on the existing Covered Device and begins on the replacement/upgrade device when you activate the replacement device on the Seller's network.

We reserve the right to deny coverage for any device that You do not register or that We do not approve as a Covered Device. If we disapprove coverage, We will notify you within thirty (30) days of your enrollment and refund any Price collected.

Your coverage start date, term, end date, Price, Service Fees, and other coverage specifics are listed on Your Coverage Confirmation.

For those who purchase month to month coverage or a renewable term option (when offered), this Service Contract is continuous until either cancelled or not renewed by either You or Us.

WHAT IS COVERED

1. **Mechanical and Electrical Failure (Hardware Services):** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a defect in materials and workmanship, We will arrange to repair or replace the Covered Device. For smartphones, this Service Contract includes the Covered Device battery should its capacity hold an electrical charge of less than eighty percent (80%) of its original specifications.

2. **Accidental Damage from Handling:** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a failure due to accidental damage from handling ("ADH"), We will arrange to repair or replace the Covered Device.

   ADH coverage only applies to operational or mechanical failures caused by an accident from handling that results from an unexpected and unintentional external event (example, drops and damage caused by liquid contact).

   ADH coverage only is available for smartphones, tablets, and wearables.

3. In addition, during the Service Contract term, We may provide You with other services specific to Your Covered Device(s). These limited benefits may include (but not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, or promotions. Certain features of these services may not be available on or compatible with all device types.

WHAT IS NOT COVERED

We will not provide service to a Covered Device with failure or damage that results from:

1. The setup, installation, or any data restoration of the Covered Device or the provisioning of equipment during your service event. This includes the removal or disposal of any Covered Device replaced under this Service Contract.

2. Damage caused by (a) misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device, including vandalism; (b) exposure to environmental or weather conditions (including rust or corrosion); (c) acts of God, or other external causes except as described in What Is Covered; and (d) service performed by anyone not authorized by the manufacturer or Us.

3. Operating the Covered Device outside the permitted or intended use as described by the manufacturer.

4. A Covered Device with an altered, defaced, or removed serial number, or a Covered Device modified to alter its functionality or capability without the manufacturer's written permission.

5. A Covered Device that was lost or stolen.

6. This Service Contract only applies to a Covered Device returned to Us in its entirety.

7. Neglect, including when required maintenance and /or cleaning are not performed as specified by the manufacturer.

8. Damage related to a virus or any other type of malware.

9. Damage to Your data, either inputted, stored on, connected to, or processed by Your Covered Device. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.

10. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Device.

11. Damage caused by normal wear and tear or which are otherwise due to normal aging of the product.

12. Pre-existing conditions known by You that occurred prior to the coverage start date or defects that are subject to a manufacturer's warranty or recall.

13. Any other act or result not described as covered by this Service Contract.

14. Support for software other than the native Consumer Software or any manufacturer-branded software designated as "beta", "prerelease," or "preview"; third party applications and their interaction with the Covered Device; or server-based applications.

15. Issues that could be resolved with a software upgrade.

16. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Covered Device, or anyone else with an interest in the Covered Device for any purpose, whether acting alone or in collusion with others.

17. Any liability for damage arising from delays or any consequential damages due to a service event.

YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. Back up all software and data residing on Your Covered Device(s). DURING A SERVICE EVENT, WE MAY DELETE THE COVERED DEVICE CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Covered Device or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible restoring all other software programs, data and passwords.

2. Update software to currently published releases prior to seeking service.

3. As part of a service event, provide information about the symptoms and causes of the issues with the Covered Device.

4. Respond to requests for information, including but not limited to the Covered Device ownership, the Covered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Device, any error messages displayed, the actions which were taken before the Covered Device experienced the issue and the steps taken to resolve the issue.

5. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the failure or damage occurred. We will deny the service event if You fail to pay any applicable Service Fee as described below or fail to provide information relating to the failure or damage when asked.

6. Follow the instructions We give You, including but not limited to unlocking your device, turning off device location features, resetting the Covered Device to factory settings, removing your data/registration from the Covered Device, refraining from sending devices and accessories that are not subject to repair or replacement, and packing the Covered Device according to the shipping instructions.

7. **Do not open the Covered Device as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on the Covered Device.**

8. You are responsible to protect the Covered Device from further damage and comply with the manufacturer's permitted and intended use.

HOW TO OBTAIN SERVICE AND SUPPORT

All claims for service must be reported as soon as reasonably possible. This Service Contract covers only those service events reported within ninety (90) days of the date of the Covered Device(s) failure.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, including the Manufacturer, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

To arrange for service, visit Us at totalwireless.assurant.com or contact Us at 1-833-456-0146. We will assist You to diagnose any technical difficulties that may exist with Your Covered Device. To the extent that Our diagnosis confirms a covered failure or damage, We will process Your claim and arrange for service.

We will use new or refurbished parts or replacements for any hardware benefit under this Service Contract that are equivalent to new in performance and reliability.

SERVICE OPTIONS

We will setup service with an authorized servicer / repair center determined by Us based on Your location, the Covered Device's equipment type, and service purchased. Our repair options include:

1. If We determine that Your Covered Device requires in-home/on-site service, We will repair Your Covered Device at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your device elsewhere, We will transport Your device to and from our repair center.

2. If Your Covered Device qualifies for carry-in service, we either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with you to take Your Covered Device for service and reimburse to you the cost for the repair (with applicable receipt) up to the Maximum Coverage Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.

3. If We determine that your Covered Device is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Covered Device to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Covered Device to You.

REPLACEMENT OPTIONS

Should We choose to replace Your failed or damaged Covered Device because either We are unable to repair it, the repair cost exceeds the current retail replacement value of Your Covered Device, or Your Service Contract is a device replacement only plan, We, at our option, will either:

1. Replace Your Covered Device with a new or refurbished, device that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim.

2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device;

3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

For advanced replacement, We may require a credit card authorization or other method as security for the retail price of the replacement device plus applicable shipping costs. We will ship a replacement device to You with setup instructions and directions to return the claimed device, when required. If You return the claimed device as instructed, We will cancel the credit card authorization. If You fail to return the claimed device as instructed or return a claimed device or part that is ineligible for service, We will charge the credit card for the authorized amount.

If You are not able to provide a credit card authorization when required, this service option may not be available to You and We will offer to you an alternative service option.

When You receive either the replacement device, cash credit, or settlement, the damaged/unrepairable device becomes Our property should We choose to take possession of the device at Our sole discretion.

You may be responsible to transport Your Covered Device to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, and Your Covered Device's eligibility to receive a particular method of service.

LIMITS OF LIABILITY

A Maximum Coverage Per Claim is the lesser of the replacement value of the Covered Device or the original Covered Device purchase price, less any applicable Service Fee, that applies to each device repair or replacement ("Maximum Coverage Per Claim").

In addition, the following maximum limits apply:

The maximum number of claims allowed is two (2) front screen or back glass repairs (based on the Covered Device and where available) and two (2) All Other ADH claims during any rolling twelve (12) month period beginning with the date of the first repair or replacement. No further repairs or replacements will be provided for the remainder of this period.

There are no repair or replacement limits for hardware services claims during the coverage term.

Service Fee (if applicable)

You will be assessed a non-refundable service fee each time a repair or replacement is completed.

Service Fee Schedule:

Tiers	Hardware Services	Front Screen Repair (for eligible smartphones & tablets only)*	Back Glass Repair (for eligible smartphones & tablets only)*	All Other ADH
Tier 1	$0	$0	$0	$29
Tier 2	$0	$0	$0	$49
Tier 3	$0	$0	$0	$99
Tier 4	$0	$0	$0	$149
Tier 5	$0	$0	$0	$199
Tier 6	$0	$0	$0	$349
All fees shown above are subject to applicable tax. *Only applies when service is provided by an Assurant authorized repair center when and where repair service is available.				

TERRITORY

The service options and fees listed above for Covered Device repairs and replacements are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

Service will be limited to those options available (if any) from Us in the country where You request it. Service options, parts availability, response times, and costs may vary according to country. In addition, We may repair or replace the Covered Device or its parts with a comparable device or parts that comply with the local standards of the countries where you request service.

If service is not available in the country where You request it, You are responsible for shipping and handling charges to facilitate service to a country where service is available. You must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

INELIGIBLE FOR COVERAGE

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade , or personal property bought for and/or used in a commercial setting.

Devices either not registered with Us or approved for coverage by Us as outlined under Covered Device and When Coverage Begins, or devices not authorized or intended for sale in the United States by the device manufacturer are ineligible for coverage under this Service Contract.

CANCELLATION

You may cancel this Service Contract at any time for any reason by contacting the Seller at **1-866-663-3633, visiting Us in store or logging in to Your totalwireless.com account**.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, the Price has been paid, and no service events have been paid, the Service Contract is void and You will receive a full refund. If You cancel this Service

Contract within or after the first thirty (30) days, and You incurred a paid claim, We will refund to You the unearned pro rata Price, less any claims paid as of the cancellation date.

If You cancel or do not renew Your service or maintain an active account with the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

We may cancel this Service Contract within the first sixty (60) days for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) breach of duties by You. If We cancel due to fraud, material misrepresentation or a breach of duties by You, We will provide You with written notice, with the cancellation date and the reason for cancellation, at Your last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata Price less any claims paid.
We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

RENEWAL

For those who purchase either a month to month or other renewable term option, We have the right to non renew this Service Contract with thirty (30) days advance written notice to You.

For all other coverage terms, at the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the Price and service fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage Price after this notification, You agree to these changes.

TRANSFER

This Service Contract is not transferable to another individual or entity.

CHANGES

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If we adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

OTHER CONDITIONS

1. If You provide Your electronic address to Us or the Seller, We may electronically deliver all notices, documents and communications related to the Total Wireless Protect+ to Your electronic address.

2. We may choose to offer promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.

ARBITRATION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

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AMERICAN BANKERS INSURANCE COMPANY of FLORIDA

A Stock Insurance Company
Administrative Office: P.O. Box 105689, Atlanta, GA 30348-5689

CERTIFICATE SCHEDULE

Policyholder: Verizon Value, Inc. Policy Number: CDP2-149-NY

Policy Group:

CONTACT INFORMATION	
Claims	Visit Us at totalwireless.assurant.com or call Us at 1-833-456-0146
Cancellation	Call Us at 1-866-663- 3633
To obtain a copy of the Policy	Call Us at 1-833-456-0146

Coverage Information

PRODUCT	
Insured Product(s)	Your eligible device, listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us.
Accessories	N/A
Lifecycle Coverage	In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or Us as well as any subsequent upgrade device purchased or leased by You and registered with and approved by Us as an Insured Product.

WHEN COVERAGE BEGINS AND ENDS	If You were provided this coverage at the same time You purchased Your Insured Product, this Certificate begins the date of enrollment or the date You activate the Insured Product on the Total Wireless network, whichever is later. If You were provided this coverage on a date later than the date You purchased Your Insured Product, this Certificate takes effect once Your product passes Our visual or virtual mechanical inspection (when required) and You activate the Insured Product on the Total Wireless network. If an Insured Product changes due to a replacement by the device seller, the manufacturer, or Us or due to a device upgrade, coverage ceases on the existing Insured Product and begins on the replacement/upgrade device when You activate the replacement device on the Policyholder's network.
COVERAGE TERM	Coverage auto renews month to month until cancelled.

WHAT IS COVERED	
Covered Peril(s)	Theft and Mysterious Disappearance

PREMIUM (Customer paid standalone coverage only)

The premium listed below will be charged to Your billing account of record.

Equipment Group	Premium Charge / Frequency
N/A	N/A

DEDUCTIBLE STRUCTURE	

You will be assessed a non-refundable deductible each time there is a claim settlement as listed in the Deductible Schedule below.

Equipment Group(s)	Deductible (plus applicable tax)
Tier 1	$29
Tier 2	$49
Tier 3	$99

Tier 4	$149
Tier 5	$199
Tier 6	$349

Decreasing or Increasing Deductibles and timeframes	N/A

CLAIMS	
Maximum Replacement Value	The lesser of the replacement value of the Insured Product or the original Insured Product purchase price, less any applicable deductible, that applies to each device replacement (Maximum Coverage Per Claim).
Claim Limits	The maximum number of replacements is two (2) during any rolling twelve (12) month period beginning with the date of the first replacement. No further replacements will be provided for the remainder of this period.
OTHER CONDITIONS	
Transfer of Coverage	N/A

PARTIES: The Policyholder, and the various Product Owners of the Policyholder on file with Us who have enrolled and been accepted under the Policy.

Product Owner: The person or entity whose Insured Product(s) is/are covered by the Certificate.

Forms: The following Endorsements and/or Notices that are attached to and made part of the Certificate at the time of issue:

CERTIFICATE OF INSURANCE

INSURING AGREEMENT

We agree to provide coverage for Your technology that is eligible and enrolled for coverage, subject to the terms and conditions set forth in this Certificate, Certificate Schedule, the Master Policy, the Master Policy Schedule, Your Coverage Confirmation, and any endorsements attached to this Certificate.

DEFINITIONS

Accessories if Accessory Coverage is selected on the Certificate Schedule, then Accessories are those items listed on the Schedule. Accessories are eligible for coverage only when claimed as part of an Insured Product's reported Loss.

Accidental Damage from Handling ("ADH") means an unexpected and unintentional external event that results in physical damage to the Insured Product. The damage shall be beyond Your control or the control of anyone You entrusted with the Insured Product. ADH coverage only applies to operational or mechanical failures such as drops and damage caused by liquid contact.

If ADH Coverage is selected on the Certificate Schedule, ADH coverage is available for those Eligible Equipment Group(s) listed on the Schedule.

"Acts of God" means an accident or event that is the result of natural causes, without any human intervention or agency, that could not have been prevented by reasonable foresight or care, including but not limited to floods, earthquakes, landslide, mine subsidence, and mudflow.
Consumer Software is software applications, branded by the Insured Product manufacturer, including but not limited to word processing, worksheets, and presentation software.

Coverage Confirmation is Your receipt, proof of purchase, service agreement, or comparable documentation that indicates Your enrollment.

Device Profile (if applicable) means the personal user account You create with Us to register and manage Your Insured Product(s) and view the details of Your Certificate Schedule.

Group means the Product Owners who enroll in and We accept for coverage under the Master Policy.

Insured Product(s) means Your eligible device(s) as listed on the Certificate Schedule, Your Device Profile, Coverage Confirmation, or any eligible device registered by You and approved by Us. If Accessory Coverage is selected on the Certificate Schedule, then the Insured Product also includes its Accessories. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or Us. If Line Coverage or Account Coverage is selected on the Certificate Schedule, coverage extends to any subsequent upgrade device(s) purchased or leased by You and registered with and approved by Us as an Insured Product.

Loss means an occurrence of a covered claim event, including but not limited to continuous or repeated exposure to substantially the same general harmful conditions to the Insured Product, while this Certificate is in force.

Master Policyholder ("Policyholder") means the organization that holds the Master Policy under which We issued this Certificate and is listed on the Certificate Schedule.

Mechanical and Electrical Breakdown means the failure of the Insured Product due to a defect in materials and workmanship when operated according to the manufacturer's instructions.

Mysterious Disappearance means the vanishing of the Insured Product without either Your or the authorized user's knowledge as to place, time, or manner.

Pre-existing Condition(s) means damage to an Insured Product which You or the Product Owner should have reasonably known to be present before coverage begins under any Certificate.

Premium means the amount paid for this coverage as listed on Your Certificate Schedule.
Product Owner, You, and **Your** mean the person or entity whose Insured Product(s) is/are covered by this Certificate.

Theft means the unlawful taking or removing of the Insured Product without Your consent and with the intent to deprive You of the Insured Product. This includes burglary and robbery.

We, **Us,** and **Our** mean American Bankers Insurance Company of Florida.

WHEN COVERAGE BEGINS AND ENDS

The coverage begins and ends on Your Insured Product(s) as indicated on the Certificate Schedule.

To be eligible for coverage under this Certificate, You must be a member of the Group. Your coverage under this Certificate begins upon Our approval. If approved, Your coverage is retroactive to the coverage start date.

We reserve the right to deny coverage for any device that You do not register or that We do not approve as an Insured Product. Should We disapprove Your coverage, We will notify You in writing within thirty (30) days and refund any Premium paid.

Your coverage start date, term, end date, Premium (when applicable), deductibles, and other coverage specifics are listed on Your Certificate Schedule.

For those who purchase month to month coverage or a renewable term option (when offered), You also must be an active customer of the Policyholder to be covered under this Certificate. In addition, coverage under this Certificate is continuous until either cancelled or not renewed by either You or Us.

WHAT IS COVERED

We will cover the Insured Product(s) against direct, and sudden Loss, caused by the Covered Perils listed on the Certificate Schedule.

During the coverage term, We also may provide You with other services specific to Your Insured Product(s). These limited benefits may include (but are not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, or purchase benefits. Certain features of these services may not be available on or compatible with all device types.

WHAT IS NOT COVERED

We will not pay a claim due to:

1. The setup, installation, or any data restoration of an Insured Product or the provisioning of equipment during Your service event. This includes the removal or disposal of any Insured Product replaced under this Policy.

2. Mechanical and Electrical Breakdown

3. When Damage is listed as a Covered Peril on the Certificate Schedule, Damage caused by the following is not covered:
   a. Misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Insured Product, including vandalism;
   b. Exposure to environmental or weather conditions (including rust or corrosion);
   c. Acts of God, except as described in What Is Covered;
   d. Service performed by anyone not authorized by the manufacturer or Us;
   e. Operating the Insured Product outside the permitted or intended use as described by the manufacturer;
   f. An Insured Product with an altered, defaced, or removed serial number, or an Insured Product modified to alter its functionality or capability without the manufacturer's written permission;
   g. An Insured Product returned to Us not in its entirety (excludes Theft or Mysterious Disappearance);
   h. Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer;
   i. Damage due to malware;
   j. Damage to Your data, either inputted, stored on, connected to, or processed by Your Insured Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games;
   k. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Insured Product;
   l. Damage caused by normal wear and tear or which is otherwise due to the normal aging of the Insured Product; or
   m. Pre-existing Conditions or defects that are subject to a manufacturer's recall.

4. Support for software other than the native Consumer Software or any Manufacturer-branded software designated as "beta", "prerelease," or "preview"; third party applications and their interaction with the Insured Product; or server-based applications.

5. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Insured Product, or anyone else with an interest in the Insured Product for any purpose, whether acting alone or in collusion with others.

6. Voluntary parting with the Insured Product by You or anyone entrusted with the Insured Product, including if induced to do so by any fraudulent scheme, trick, device or false pretense.

7. Illegal trade or confiscation by any governmental authority.

8. Any liability for damage arising from delays or any consequential damages due to a claim.

9. Depreciation or obsolescence.

10. Claims to property held in inventory or held as stock in trade.

11. Any other act or result not described as covered under this Certificate.

YOUR RESPONSIBILITIES

To file a claim or request support, You agree to comply with each of the terms listed below.

1. Back up all software and data that resides on Your Insured Product(s). DURING A CLAIM EVENT, WE MAY DELETE THE INSURED PRODUCT'S CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Insured Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.

2. Notify Your service provider of any Loss due to Theft or Mysterious Disappearance (when applicable).

3. As part of a claim or request for support, provide information about the symptoms and causes of the issues with the Insured Product.

4. Respond to requests for information, including but not limited to Your identification and proof of Insured Product ownership, the Insured Product's serial number, model, version of the operating system and

software installed, any peripheral devices connected or installed on the Insured Product, any error messages displayed, the actions which were taken before the Insured Product experienced the issue and the steps taken to resolve the issue.

5. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the Loss occurred. We will deny the claim event if You fail to pay any applicable deductible as described on the Certificate Schedule or fail to provide information relating to the Loss when asked.

6. Follow the instructions We give You:
   a. For an ADH Loss, this may include unlocking Your device, turning off device location features, resetting the Insured Product to factory settings, removing all personal data/mobile wallet/registration from the Insured Product, refraining from sending Us devices and Accessories that are not subject to repair or replacement, and packing the Insured Product according to Our shipping instructions.
   b. For Theft or Mysterious Disappearance Loss, this may include, enabling the security features on the Insured Product prior to the Loss and turning on lost mode as instructed during the claim process.

7. For Loss due to Theft or Mysterious Disappearance, a report of such Loss must be made when instructed by Us to do so:
   a. To the applicable police authority with jurisdiction; and
   b. As soon as reasonably possible.

   Failure to report the Loss or file a Proof of Loss as stated above may result in a denial of a claim under this Certificate.

8. Submit to an examination under oath as well as an examination of the Insured Product either by Us or Our authorized servicer, if requested.

9. **Do not open the Insured Product as resulting damage is not covered by this Certificate. Only We, the Manufacturer, or an authorized servicer approved by Us should perform service on the Insured Product.**

10. You are responsible to protect the Insured Product from further damage and comply with the manufacturer's permitted and intended use.

HOW TO FILE A CLAIM AND REQUEST SUPPORT

All claims for service must be reported as soon as reasonably possible. This Certificate covers only those claims reported within ninety (90) days of the date of the Loss.

We may subcontract or assign delivery for elements of Our obligations under this Certificate to third parties, when applicable; however, this does not relieve Us of Our obligations under this Certificate.

To file a claim or request support, You may contact Us at the contact information listed on the Certificate Schedule. We will assist You to diagnose any issues that may exist with Your Insured Product. To the extent that Our diagnosis confirms a covered Loss, We will process Your claim and arrange for a repair or replacement service as defined below.

We will use new, refurbished, or recertified parts or replacements for any hardware benefit under this Certificate that is of like kind and quality to the Insured Product.

REPAIR OPTIONS

Should We choose to repair Your Insured Product, We will setup service with an authorized servicer/repair center determined by Us based on Your location, the Insured Product's equipment type, and service purchased. Our repair options include:

1. If We determine that the Insured Product requires in-home/on-site service, We will repair the Insured Product at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your Insured Product elsewhere, We will transport it to and from Our repair center.

2. If the Insured Product qualifies for carry-in service, We either will setup a claim for the repair to be performed at an authorized repair center of Our choosing or arrange for You to take the Insured Product for service and reimburse to You the cost for the repair (with applicable receipt) up to the Maximum Coverage Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting the Insured Product to/from the repair center and assume any corresponding cost.

3. If We determine that the Insured Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) to ship the Insured Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Insured Product to You.

REPLACEMENT OPTIONS

Should We choose to replace the Insured Product because either We are unable to repair it, or the repair cost exceeds the current retail replacement value of the Insured Product, We, at Our option, will either:

1. Replace the Insured Product with a new, refurbished, or recertified device that is of like kind and quality to the Insured Product. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim;

2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Policyholder to pay

the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device; or

3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

For advanced replacement, We may require a credit card authorization or other method as security for the retail price of the replacement device plus applicable shipping costs. We will ship a replacement device to You with setup instructions and directions to return the claimed device, when required. If You return the claimed device as instructed, We will cancel the credit card authorization. If You fail to return the claimed device as instructed or return a claimed device or part that is ineligible for coverage, We will charge the credit card for the authorized amount.

If You are not able to provide a credit card authorization when required, this advanced replacement option may not be available, and We will offer to You an alternative service option.

When You receive either the replacement device, cash credit, or settlement, the damaged device becomes Our property should We choose to take possession at Our sole discretion.

You may be responsible for transporting Your claimed device to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, as well as an Insured Product's eligibility to receive a particular method of service.

LIMITS OF LIABILITY

Your Maximum Coverage Per Claim is indicated under the Claims section of the Certificate Schedule. In addition, any applicable maximum number of repairs and/or replacements as well as any other claim limits are listed on the Schedule.

TERRITORY

The service options and deductibles listed herein for Insured Product repairs or replacements are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

Service will be limited to those options available (if any) from Us in the country where You request it. Service options, parts availability, response times, and costs may vary according to country. In addition, We may repair or replace the Insured Product or its parts with a comparable device or parts that comply with the local standards of the countries where You request service.

If service is not available in the country where You request it, You are responsible for complying with all applicable import and export laws and regulations.

SUBROGATION

If We become liable for payment under this Certificate, You will:

1. Assign to Us Your rights of recovery against any:
   a. person; or
   b. organization;

2. Give Us whatever assistance that:
   a. is in Your power; and
   b. We require to secure such rights; and

3. Do nothing after the Loss to prejudice Our rights.

ASSIGNMENT

This Certificate may not be assigned to another person or entity without Our written consent. We will have no liability under this Certificate in the case of assignment without such written consent.

OTHER INSURANCE

The Policy and this Certificate provide primary coverage in the event any Insured Product is covered under any other policy or service contract.

LEGAL ACTION AGAINST US

No legal action may be brought against Us unless:

1. There has been full compliance with all of the terms and conditions of this Certificate; and

2. The action is brought within two (2) years after You have knowledge of the Loss.

CANCELLATION

You may cancel coverage under this Certificate at any time for any reason by contacting the Policyholder or Us at the contact information listed on the Certificate Schedule. We will refund any unearned Premium paid on a pro-rata basis as of the cancellation date.

We or the Policyholder may cancel the Master Policy under which this Certificate originates by delivering written notice to You at least thirty (30) days before the coverage cancellation date. Any unearned premium will be calculated pro-rata and refunded.

We may cancel the coverage under this Certificate due to the following circumstances:

1. We may cancel this Certificate by mailing or delivering written notice stating the reason for cancellation to Your mailing or electronic address last known to Us or as otherwise authorized by You, including the effective date of cancellation:
   a. fifteen (15) days before the effective date if We cancel for nonpayment of premium or discovery of fraud or material misrepresentation in obtaining the certificate or in the presentation of a claim thereunder; or

b. sixty (60) days before the effective date of cancellation if We cancel for any other reason.

2. The cancellation notice will indicate the reason and effective date of cancellation or nonrenewal. All insurance under that Certificate will end on that date.

3. For nonpayment of premium, the notice shall state the amount due.

We may cancel immediately if You no longer maintain active service with the Policyholder or are no longer a member of the Group, or if You exhaust Your claim limits. Should You no longer have any benefits available, We will send You notice within fifteen (15) days from when You exhausted Your claim limits. If notice is not timely sent, coverage shall continue notwithstanding Your Limits of Liability until We send notice of termination to You.

If We cancel this Certificate, proof of mailing or electronic communication will be sufficient proof of notice. We will calculate any unearned premium as of the effective date and pay any applicable pro-rata refund.

CHANGES AND RENEWALS

This Certificate originally issued to You will remain in effect while Your coverage is in force.

Should We change the terms of the Certificate, We may do so by providing You with at least sixty (60) days' notice. This notice will include a revised Certificate, endorsement, brochure, or other evidence indicating a change in the terms and conditions as well as a summary of any material changes. You may cancel coverage at any time.

For those with either a month-to-month, quarterly, semi-annual, annual, or biannual term option, We have the right to non-renew coverage under this Certificate with sixty (60) days advance written notice to You.

For all other coverage terms, prior to the coverage end date, We at Our option, may choose to offer a renewal of coverage under this Certificate. However, We are not obligated to do so.

TRANSFER

If Transfer of Coverage is not selected on the Certificate Schedule, then coverage under this Certificate is not transferable to another individual or entity.

If Transfer of Coverage is selected on the Certificate Schedule, then coverage under this Certificate is transferable to another individual or entity. If You wish to transfer this Certificate on the Insured Product(s) to another individual or entity, please contact to receive instructions on how to initiate the transfer. As of the transfer effective date, Your remaining rights under this Certificate cease and the designated individual or entity assumes all remaining benefits and obligations.

OTHER CONDITIONS

1. If You provide Your electronic address to Us or the Policyholder as part of Your enrollment, We may electronically deliver all notices, documents and communications related to this Program to Your electronic address. You may opt out of electronic communication at any time.

2. We may choose to offer purchase benefits from time-to-time under this Certificate valued up to the limits regulated under state law.

CONFORMITY TO STATUTE

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 portions of the Certificate.

APPRAISAL

If You and We fail to agree on the value of the Insured Product or the means of satisfaction of Loss, the replacement cost, the extent of the Loss or damage and the amount of the Loss or damage, either party may make written demand for an appraisal on such value of the Insured Product or the means of satisfaction of Loss. If demand for an appraisal is requested, each party shall select a competent and disinterested appraiser within twenty (20) days from the date of the written demand. The appraisers will then select an umpire. In the event the appraisers cannot agree on an umpire within fifteen (15) days, You or We may request that the selection of the umpire be made by a judge of a court having jurisdiction. Each appraiser will determine the value of the Insured Product or the means of satisfaction of Loss, the extent of the Loss or damage and the amount of the Loss or damage. If the determinations made by the appraisers are not the same, then each appraiser will submit his value of the Insured Product or the means of satisfaction of Loss to the umpire. A decision agreed to by any two will determine the value of the Insured Product or the means of satisfaction of Loss. Each party will: (i) pay for its chosen appraiser and (ii) bear the expenses of the appraisal and the umpire equally.

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