

January 15, 2020

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Welcome to Metro[®] by T-Mobile Premium Handset Protection[®]

Congrats on making a great choice. Your device is covered if the unexpected happens.

WHAT TO DO NEXT

Review your coverage information

Everything you need to know about your coverage is in this packet. Please take a moment to review the program benefits, limitations and exclusions, and then store it someplace safe so you can easily refer to it.

\bigtriangledown

YOUR COVERAGE BENEFITS

Enjoy your connected life

Metro by T-Mobile Premium Handset Protection covers your device in case of:

- > Loss
- > Theft
- > Accidental damage (including liquid damage)
- Mechanical or electrical breakdown*

McAfee® Security for Metro® by T-Mobile with ID Theft Protection** includes:

- > Antivirus and anti-theft protection for up to 10 devices (smartphones, tablets, PCs and Macs)
- > True Key[™] premium password management
- > Identity theft protection and restoration

Simply download the McAfee Security for Metro app to get started.

Metro by T-Mobile Premium Handset Protection device insurance is underwritten by the company identified in the enclosed coverage documents. This company operates under the trade name Assurant.



 $^{^{*}}$ Mechanical or electrical breakdown is only covered after expiration of the manufacturer's warranty.

 $^{^{\}star\star}$ McAfee Security for Metro by T-Mobile is provided by McAfee, Inc.



Bienvenido a Premium Handset Protection[®] de Metro[®] by T-Mobile

Felicidades por hacer una gran elección. Tu dispositivo está cubierto en caso de que suceda lo inesperado

QUÉ HACER AHORA

Revisa la información de tu cobertura

Todo lo que necesitas saber respecto a tu cobertura se encuentra en este paquete. Toma un momento para revisar los beneficios del programa, así como las limitaciones y exclusiones, y luego guárdalo en un lugar seguro para que puedas consultarlo fácilmente.



TUS BENEFICIOS DE COBERTURA

Disfruta de tu vida conectada

Premium Handset Protection de Metro by T-Mobile ofrece cobertura para tu dispositivo en caso de:

- Pérdida
- > Robo
- > Daño accidental (incluido el daño por líquido)
- > Falla mecánica o eléctrica*

McAfee® Security for Metro® by T-Mobile with ID Theft Protection** incluye:

- > Antivirus y protección contra robo para un máximo de 10 dispositivos (teléfonos inteligentes, tabletas, PCs y Macs)
- ➤ Manejo de contraseñas premium con True Key™
- Protección y restauración de robo de identidad

Simplemente descarga la aplicación McAfee Security for Metro para comenzar.

El seguro de dispositivo de Premium Handset Protection de Metro by T-Mobile está respaldado por la compañía indicada en los documentos anexos de cobertura. Esta compañía opera bajo el nombre comercial de Assurant.



^{*} Las fallas mecánicas o eléctricas solo están cubiertas después del vencimiento de la garantía del fabricante.

^{**} McAfee, Inc. proporciona McAfee Security for Metro by T-Mobile.



HOW TO FILE A CLAIM AND GET RECONNECTED

- Visit mymetroclaim.com to file your claim 24/7. It's easy and convenient for both filing and checking the status of your claim.
- > Or call 1-800-316-2075 and a Care Specialist will work with you to process your claim.
- If your device is lost or stolen, call Metro[®] by T-Mobile at 1-888-8metro8 (1-888-863-8768) to suspend your service and protect yourself against unauthorized use.

Once your claim is approved, a replacement device will be shipped via next-business-day delivery, when available, at no additional cost.

Any replacement device will be a reconditioned model of like kind and quality. If a reconditioned device is unavailable, we'll replace it with a new model of like kind and quality. Device color may vary depending on availability.

HOW TO ACCESS YOUR MCAFEE® SERVICES

- Once you've downloaded and registered the McAfee® Security for Metro® app, you can log in to metro.mcafeemobilesecurity.com to:
 - > Locate your device on a map
 - > Sound an alarm to help you find it
 - > Remotely lock and wipe your data
 - > Use McAfee's Thief Cam feature to take a picture of whomever is holding your phone
- > To access your premium True Key™ features:
 - > Log in to mcafee.com/myaccount to find your activation code
 - > Download the True Key app, choose Settings, click True Key Profile and enter your code

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Coverage Purchased: Metro by T-Mobile Premium Handset Protection⁺

Covered Device: Samsung Galaxy A20 32GB Black **IMEI for Covered Device:** 352741112124709 **Coverage Start Date:** 12:01 a.m. standard time on the date you enroll Coverage End Date: Monthly renewable Monthly Cost: \$6 per device⁺⁺ Deductible: See Metro by T-Mobile Insurance Deductible Schedule Unrecovered Equipment Fee: Up to \$2,000

Maximum Replacement Value: \$2,000 per occurrence

⁺ Maximum of two approved claims with an equipment maximum of \$2,000 per claim within a consecutive 12-month period, based on the date of the first replacement or repair. Coverage will terminate when the claim limit is reached. Metro by T-Mobile Premium Handset Protection covers the device and the standard charger, standard battery and SIM card (if applicable to your device). Accessories included in the original device packaging are covered in the event of a simultaneous incident affecting both the device and the accessory. Damaged devices must be returned within 15 days of receiving the replacement device; otherwise, you'll be charged an unrecovered equipment fee of up to \$2,000. Certain losses are not covered; see coverage documents for details.

⁺⁺ The monthly charge of \$6 per device for Premium Handset Protection is made up of \$3 for insurance coverage and \$3 for McAfee Security for Metro by T-Mobile. You may purchase the insurance device protection plan separately for a monthly charge of \$3 per device. You may also purchase McAfee Security for Metro by T-Mobile with ID Theft Protection separately for a monthly charge of \$3 per device.

All trademarks are the property of their respective owners.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claims containing any materially false information or conceals, for the purposes of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may subject such person to criminal and substantial civil penalties.







CÓMO PRESENTAR UN RECLAMO Y RECONECTARTE

- Visita mymetroclaim.com para presentar tu reclamo las 24 horas del día, los 7 días de la semana. Es fácil y conveniente tanto para presentar tu reclamo como para verificar el estado del mismo.
- > O llama al 1-800-316-2075 y un especialista en atención al cliente te ayudará durante el proceso.
- Si pierdes o te roban tu dispositivo, llama a Metro[®] by T-Mobile al 1-888-8metro8 (1-888-863-8768) para suspender tu servicio y protegerte contra el uso no autorizado.

Una vez que tu reclamo sea aprobado, te enviaremos un dispositivo de reemplazo con entrega al siguiente día hábil, cuando esté disponible, sin costo adicional alguno para ti.

Todo dispositivo de reemplazo será un modelo reacondicionado de tipo y calidad similares. Si no se encuentra disponible un dispositivo reacondicionado, el reemplazo se hará con un dispositivo nuevo de clase y calidad similares. El color del dispositivo puede variar según la disponibilidad.



CÓMO ACCEDER A TUS SERVICIOS DE MCAFEE®

- Una vez que hayas descargado y te hayas registrado en la aplicación McAfee[®] Security for Metro[®], puedes ingresar en metro.mcafeemobilesecurity.com para:
 - > Ubicar tu dispositivo en el mapa
 - > Hacer sonar una alarma para ayudarte a encontrarlo
 - > Bloquear y borrar tus datos de manera remota
 - > Usar la cámara de robo de McAfee para tomar una foto de la persona que sostenga tu teléfono
- > Accede a las funciones premium de True KeyTM:
 - > Ingresa en mcafee.com/myaccount para conocer tu código de activación
 - Descarga la aplicación True Key, elige Configuración, haz clic en Perfil True Key e ingresa tu código

DETALLES DE COBERTURA

Cobertura adquirida: Metro by T-Mobile Premium Handset Protection[†]

Dispositivo cubierto: Tu dispositivo elegible según especificado en los documentos de cobertura IMEI de dispositivo cubierto: Según especificado

en los documentos de cobertura

Fecha de inicio de la cobertura: 12:01 a.m. horario estándar de la fecha en que te inscribas

Fecha de finalización de la cobertura: Renovación mensual Costo mensual: \$6 por dispositivo⁺⁺

Deducible: Consulta el listado de deducibles de seguro de Metro by T-Mobile

Tarifa por equipo no recuperado: Hasta \$2,000 Valor máximo de reemplazo: \$2,000 por incidente

Todas las marcas registradas son propiedad de sus respectivos dueños.



^{*} Máximo de dos reclamos autorizados con un valor máximo por equipo de \$2,000 por reclamo dentro un período consecutivo de 12 meses basado en la fecha del primer reemplazo o reparación. La cobertura concluirá una vez que alcances tu límite de reclamos. Premium Handset Protection de Metro by T-Mobile cubre el dispositivo y el cargador estándar, la batería estándar y la tarjeta SIM (según corresponda a tu dispositivo). Los accesorios incluidos en el empaque del dispositivo original están cubiertos en el caso de un incidente simultáneo que afecte tanto al dispositivo como al accesorio. Los dispositivos dañados deben devolverse dentro de los primeros 15 días una vez recibido el dispositivo de reemplazo; de lo contrario, se te cobrará una tarifa de equipo no recuperado de hasta \$2,000. Ciertas pérdidas no están cubiertas; consulta los documentos de cobertura para conocer los detalles.

⁺⁺ El cargo mensual de \$6 por dispositivo para Premium Handset Protection se compone de \$3 para cobertura de seguro y de \$3 para McAfee Security for Metro by T-Mobile. Puedes adquirir el plan de seguro de protección del dispositivo por separado por un cargo mensual de \$3 por dispositivo. También puedes adquirir McAfee Security for Metro by T-Mobile with ID Theft Protection por separado por un cargo mensual de \$3 por dispositivo.



Metro[®] by T-Mobile **Insurance Deductible Schedule**

Deductible per Approved Claim*					
Tier	1	2	3	4	5
Deductible	\$20	\$50	\$100	\$125	\$200

Find your device tier below. If you don't see it, visit or call:

mymetroclaim.com/deductible

1-800-316-2075

Samsung	Tier
Galaxy A10e Galaxy J2 Galaxy J3 Prime	2
Galaxy A20 Galaxy J7 Prime Galaxy J7 Star	3
Galaxy A6	4
Galaxy GS10+ Galaxy GS10e Galaxy Note 10+ 5G	5
ZTE	
Avid [®] 4	2

Alcatel	Tier
GO FLIP™ GO FLIP™3 LINKZONE™ JOY TAB™	1
1X Evolve [™]	2
7 Apple [®]	
iPhone® SE iPhone® 5s	4
iPhone [®] 6s iPhone [®] 6s Plus iPhone [®] 7 Plus iPhone [®] 7 Plus iPhone [®] 8 iPhone [®] 8 Plus iPhone [®] X iPhone [®] XR iPhone [®] Xs iPhone [®] Xs Max iPhone [®] 11 iPhone [®] 11 Pro iPhone [®] 11 Pro Max	5
Coolpad	
Defiant [™] Snap [™] MetroSMART Hotspot [™]	1

Foxxd [™]	Tier
Miro™	1
Konnectone	
MetroSMART Ride®	2
LG	
Aristo [™] 2 Aristo [™] 3 Aristo [™] 3+ K20 [™] Plus K30 [™]	2
Q7+ [™] Stylo [™] 4 Stylo [™] 5	3
Moto	
e ⁵ play e ⁶ g ⁷ play g ⁷ power	2
e⁵ plus	3

Defiant		
Snap [™]	1	
MetroSMART Hotspot [™]		
Legacy™	2	

* Claim limits apply. Refer to insurance coverage documents for details.

All marks associated with the devices listed herein are the property of their respective owners.

Please note: As your device depreciates, it may be classified under another tier and your deductible would be adjusted accordingly.





Metro[®] by T-Mobile Listado de Deducibles de Seguro

Deducible por reclamo aprobado*					
Nivel	1	2	3	4	5
Deducible	\$20	\$50	\$100	\$125	\$200

Busca el nivel de tu dispositivo a continuación. Si no lo encuentras, visita o llama:



mymetroclaim.com/deductible

1-800-316-2075

Alcatel	Nivel
GO FLIP [™] GO FLIP [™] 3 LINKZONE [™] JOY TAB [™]	1
1X Evolve™	2
7	
Apple®	
iPhone® SE iPhone® 5s	4
iPhone [®] 6s iPhone [®] 6s Plus iPhone [®] 7 iPhone [®] 7 Plus iPhone [®] 8 iPhone [®] 8 Plus iPhone [®] X iPhone [®] XR iPhone [®] Xs iPhone [®] Xs Max iPhone [®] 11 iPhone [®] 11 Pro iPhone [®] 11 Pro Max	5
Coolpad	
Defiant [™] Snap [™] MetroSMART Hotspot [™]	1

Foxxd [™]	Nivel
Miro™	1
Konnectone	
MetroSMART Ride®	2
LG	
Aristo [™] 2 Aristo [™] 3 Aristo [™] 3+ K20 [™] Plus K30 [™] K40 [™] Q7+ [™] Stylo [™] 4 Stylo [™] 5	2
Moto	
e⁵ play	
e ⁶ g ⁷ play	2
g ⁷ power	
e⁵plus	3

Samsung	Nivel
Galaxy A10e Galaxy J2 Galaxy J3 Prime	2
Galaxy A20 Galaxy J7 Prime Galaxy J7 Star	3
Galaxy A6	4
Galaxy GS10+ Galaxy GS10e Galaxy Note 10+ 5G	5
ZTE	
Avid [®] 4	2

* Se aplican límites de reclamos. Consulta los documentos de cobertura del seguro para más detalles.

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Todas las marcas asociadas con los dispositivos que se indican en este documento son propiedad de sus respectivos dueños.

Ten en cuenta: Conforme tu dispositivo se deprecia, puede que esté clasificado bajo otro nivel y tu deducible se ajustaría en consecuencia.



Legacy[™]

AMERICAN SECURITY INSURANCE COMPANY

A Stock Insurance Company

Administrative Office: 11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

TECHNOLOGY INSURANCE PROTECTION 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, the Master Policy, your purchase receipt or your service agreement and any endorsements attached to this Certificate. Information about your coverage effective date, term, and insured product is included in your purchase receipt or the service agreement you entered into with the policyholder or your coverage confirmation.

A copy of the Policy under which this Certificate is issued is available for **your** inspection by contacting **us** at: 1-800-316-2075.

DEFINITIONS

"Accidental Damage" means an unexpected and unintentional external event that results in repairable physical damage to the insured product, including spilled liquids. The damage shall not be foreseeable and shall be beyond your control or the control of anyone you entrusted with the insured product.

"Catastrophic Damage" means an unexpected and unintentional external event that results in an unrepairable physical damage to the **insured product** that permanently prevents the **insured product** from operating as intended by the manufacturer, including separating into multiple pieces. The damage shall not be foreseeable and shall be beyond **your** control or the control of anyone **you** entrust with the **insured product**.

"Computer Virus" means any program, applications, scripts or code intended to contaminate or destroy data. It includes but is not limited to any of the following: self-replicating viruses, worms, trojans, logic bombs, spyware or other malware. It does not mean defect or programming errors, such as the inability of a program to process any naturally occurring calendar date.

"Group" means product owners who enroll in and we accept for coverage under the Policy.

Master Policyholder ("Policyholder") means MetroPCS, the organization that holds the Master Policy.

"Insured Product" means any of the following items:

- 1. **your** new or reconditioned MetroPCS technology, as listed on **your** MetroPCS purchase receipt/service agreement/coverage confirmation or registered by **you** with (and approved by) **us**;
- 2. any replacement technology of like kind and quality provided by the **policyholder**, the manufacturer, or **us** under this Certificate;

- any upgrade technology of like kind and quality provided by us under this Certificate or purchased by you and approved by us;
- 4. any standard accessories included with the original purchase of the technology including the standard battery (when involved in the technology's loss), standard home charger, and standard SIM card for LTE replacement equipment.

"Loss" means an occurrence of a Covered Cause of Loss, 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.

"Mechanical and Electrical Breakdown" means the failure of the insured product due to a hardware part malfunction caused by normal wear and tear when operated according to the manufacturer's instructions. Mechanical and electrical breakdown does not include standard accessories provided with the original insured product purchase.

"Mysterious Disappearance" means the disappearance of the insured product without your knowledge as to place, time or manner of its vanishing.

"Nuclear Hazard" means any nuclear reaction or radiation or any radioactive contamination from any other cause.

"Pre-existing Condition" means failures or defects which **you** should have reasonably known to be present prior to the effective date of the Certificate.

"Product Owner," "You," and "Your" means the person or entity whose insured product is 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 Security Insurance Company.

PREMIUM PAYMENT

A monthly premium will be charged to **your** billing account on record based on the premium charge for **your insured product's** Equipment Group as listed on **your** purchase receipt/service agreement/coverage confirmation.

	Premium per Insured Product Enrolled Under this Certificate
	All Equipment Groups
Premium Charge	\$3

WHEN COVERAGE IS EFFECTIVE

If you enrolled for this coverage on a date later than the purchase of your insured product, this coverage will take effect immediately after the effective date shown on your receipt, the service agreement, or your coverage confirmation notice and will cover your insured product through the coverage term or until cancelled by either you or us.

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 date that **you** enrolled for this coverage. Should **we** disapprove **your** coverage, **we** will notify **you** in writing within thirty (30) days and refund to **you** any premium paid.

For month-to-month Coverage, **you** also must be an active customer of the **policyholder** to be covered under this Certificate.

COVERED CAUSES OF LOSS

We will cover the **insured product** against direct, and sudden **loss**, damage, or failure caused by:

- 1. fire or lightning;
- 2. windstorm or hail;
- 3. explosion or smoke;
- 4. riot or civil commotion;
- 5. aircraft or vehicles;
- 6. marine perils while on ferries and/or in cars or transfers in connection with land conveyances;
- 7. volcanic eruption;
- 8. vandalism or malicious mischief;
- 9. theft;
- 10. mysterious disappearance;
- 11. accidental damage;
- 12. **mechanical and electrical breakdown** that occurs after the expiration of the manufacturer's warranty.

EXCLUSIONS

We will not pay a claim to an **insured product** caused by or resulting from:

- 1. acts of God not listed in the Covered Causes of Loss provision;
- 2. consequential, incidental, or intentional damage caused by **you**;
- 3. misuse, abuse, or neglect by **you** or anyone entrusted with the **insured product**;
- 4. pre-existing conditions;
- 5. rust, corrosion, mold, dust, sand, dirt, or damage from exposure to environmental conditions;
- 6. insect infestation;
- "no problem found" diagnosis or any defects that are subject to the manufacturer's warranty;
- claims arising from any breach of implied or expressed warranty of merchantability or fitness of the insured product from the manufacturer or issues related to a manufacturer's recall;

- error or omission in design or system configuration, faulty construction or any original defect in the insured product;
- 10. depreciation or obsolescence;
- 11. failure to follow manufacturer's maintenance recommendations;
- 12. delay or loss of market, loss of income, or interruption of business;
- 13. intentional and/or dishonest acts by **you**, or anyone else with an interest in the **insured product** or anyone entrusted with the **insured product**;
- 14. 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;
- 15. war, including undeclared or civil war, insurrection, rebellion, revolution; warlike act of a military force, including action in hindering or defending against an actual or expected attack, by government, sovereign or other authority using military personnel or other agents;
- 16. nuclear hazard;
- 17. non-authorized repair or service, or an error in programming or instructions, or damages caused by non-authorized repair personnel;
- 18. illegal trade or confiscation by any governmental authority;
- 19. **computer viruses**;
- 20. claims to property held in inventory or held as stock in trade;
- 21. cosmetic damage that does not affect functionality of the **insured product**;
- 22. **mechanical and electrical breakdown** that occurs during the manufacturer's warranty.

Regardless of the Covered Cause of Loss, this Certificate will not pay the following additional costs incurred as a result of any **loss**:

- 1. extra expenses, programming, data reconstruction, or data recovery (including contacts, ring tones and games);
- 2. software or hardware added after the **insured product** purchase;
- 3. program installation or reconfiguration; or
- 4. costs which are recoverable under the manufacturer's warranty or a separate service and repair program that covers the **insured product**.

CONDITIONS

<u>Territory</u>: The **insured product** will be covered anywhere in the world; however, claims under this Certificate will only be adjusted in, and repairs and replacements will only be provided in, the United States, its territories or possessions, and Canada.

<u>Duties After Loss</u>: In the event of disappearance or damage, which may become a claim under this Certificate, **you** are required to:

1. report all claims immediately. This Certificate covers only those claims reported within sixty (60) days of the date of the **loss**. To file a claim, **you** may call **us** toll-free at 1-800-316-2075 or visit **us** at <u>www.mymetroclaim.com</u>. A service representative will assist **you** by telephone and/or remote online support to diagnose the **insured product's** issue, file a claim; and, if approved, arrange for any applicable repair or replacement of the **insured product**;

- 2. send to **us**, within thirty (30) days after **our** request, or as soon as practical, **your** signed, sworn Proof of Loss which sets forth, to the best of **your** knowledge and belief:
 - a. the date, time, and cause of **loss**,
 - b. specifications of the reported **loss** to the **insured product**;
- 3. protect the **insured product** from further damage;
- 4. notify **your** service provider (if applicable) of the **loss** and disable the **insured product**;
- 5. submit to an examination under oath as well as an examination of the **insured product** either by the **policyholder** or **us**; if requested;
- 6. cooperate with **us** in the investigation or settlement of the claim; and
- 7. satisfy any deductible applicable to **your insured product loss**.

In the event of **loss** due to **theft**, vandalism or malicious mischief, a report of such **loss** must be made:

- 1. to the applicable police authority with jurisdiction; and
- 2. as soon as reasonably possible.

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

<u>Claim Settlement Method</u>: If the **insured product** suffers a **loss**, we will, at **our** option, repair or replace the **insured product** within thirty (30) days of receipt of a Proof of Loss. If **you** do not agree with **our** claims determination, **you** will receive the benefit **you** are entitled to receive within thirty (30) days after:

- 1. a final agreement is reached between **you** and **us**;
- 2. a final judgment is entered against **us**; or
- 3. an arbitration award is entered in **your** favor.

In the event of a **loss**, we will not repair or replace the **insured product** unless **our** cost will exceed the deductible applicable to the claimed **loss**.

<u>Repair Location</u>: Repairs to damaged **insured product** will be performed at an authorized repair center determined by **us**. Repairs shall normally be available and rendered during the regular working hours and work week of the repair center.

Replacement Option: At our option, we may either:

1. replace the **insured product** with a new, refurbished, or certified replacement technology of like kind and quality to the **insured product** at time of **loss** if **we** are unable to repair the **insured product** or where the repair cost exceeds the current retail replacement value of the **insured product**. While **we** will try to accommodate specific replacement preferences such as technology color, cosmetics, or features, this request is not guaranteed. The price of the replacement technology shall not exceed the Maximum Replacement Value of the **insured product** less any applicable deductible. If **we** replace the **insured** **product**, we will provide you with the replacement technology; or

- 2. issue a credit equal to the replacement technology price, not to exceed the Maximum Replacement Value of the **insured product** less any applicable deductible. The credit, with **your** authorization, will be deposited in **your** account with the **policyholder** and may be used by **you** toward the purchase of any technology of **your** choice; or,
- 3. provide a monetary settlement equal to the replacement technology price, not to exceed the Maximum Replacement Value of the **insured product** less any applicable deductible.

When **you** receive the replacement technology, credit, or settlement, the original **insured product** will become **our** property. **You** are responsible for returning the original **insured product** to **us** including any subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

Once we receive the original insured product, we will inspect the unit and validate that the reported Cause of Loss is covered under this Certificate. Should we determine that the Cause of Loss resulted from an Exclusion to this Certificate, we will contact you with our findings and arrange either to:

- 1. charge to **you** the difference between the price of the replacement technology, credit, or settlement and the current market value of the original **insured product**; or
- 2. return to **you** the original **insured product** and charge **you** the price of the replacement technology, credit, or settlement; or
- 3. return to **you** the original **insured product** after **we** receive the replacement technology, credit, or settlement. The returned replacement technology must be in the same condition that **we** sent it to **you**.

<u>Maximum Replacement Value</u>: A per claim limit applies to each loss to the insured product. Refer to the Maximum Replacement Value Schedule for your claim limit.

Maximum Replacement Value Schedule:

	Claim limit per repair or replacement
	All Equipment Groups
Maximum	
Replacement	\$2,000
Value	

Aggregate Limit of Liability: A maximum of two (2) insured product replacement(s) or repair(s) will be allowed in any one twelve (12) month period based on the date of the first replacement or repair. No further replacement(s) or repair(s) will be provided. Such replacement(s) or repair(s) shall constitute fulfillment of the coverage and will discharge all further obligations. We will forward a notice of ineligibility to you, by mail, email or SMS at the time of the second (2nd) replacement or repair and coverage will terminate automatically.

<u>Reinstatement of Limit After Loss</u>: The Maximum Replacement Value will not be reduced by the settlement of any claim.

<u>Deductible</u>: You will be assessed a non-refundable deductible of each time there is a **loss** settlement.

Deductible Schedule:

Refer to the Deductible Schedule for your deductible amount.

	Deductib	Deductible per insured product repair or replacement				
	Equipment	Equipment	Equipment	Equipment	Equipment	
	Group 1	Group 2	Group 3	Group 4	Group 5	
Deductible	\$20	\$50	\$100	\$125	\$200	

Shipping and Handling Fee (if applicable): You are responsible for payment of a non-refundable Shipping and Handling Fee of \$00.00 each time a replacement is shipped.

<u>Unrecovered Equipment Fee (if applicable)</u>: If the original insured product is not returned to us within fifteen (15) calendar days from the date we ship the replacement technology to you, we will charge you a non-refundable Unrecovered Equipment Fee. Unrecovered Equipment Fee does not apply to mysterious disappearance nor theft losses. Refer to the Unrecovered Equipment Fee Schedule for your replacement technology amount.

Unrecovered Equipment Fee Schedule:

	Fee per replacement
	All Equipment Groups
Up to	\$2,000

<u>Salvage</u>: If we settle a claim on the **insured product** and **you**, the **policyholder**, or we recover the **insured product**:

- 1. the benefit of recovery will be **ours** up to the total value of **our** settlement; and
- 2. **we** will retain all salvage value of the recovered property until **we** have been fully reimbursed for **our** settlement.

<u>Subrogation</u>: 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.

<u>Waiver or Change of Certificate Provisions</u>: A waiver or change of a provision of this Certificate must be in writing by **us** to be valid.

<u>Assignment</u>: 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.

<u>Other Insurance</u>: This Certificate provides primary coverage in the event the **insured product** is covered under any other policy or certificate. <u>Legal Action Against Us</u>: 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**.

<u>Certificate Cancellation by You</u>: You may cancel this Certificate by:

- mailing or delivering to us advance written notice of cancellation; or
- 2. returning the Certificate to **us**.

If **you** notify **us** within the first thirty (30) days from the effective date and no claims have been filed, **we** will cancel the Certificate as of the effective date and refund any premium paid to **you**.

If **you** notify **us** within the first thirty (30) days from the effective date and have submitted a claim against this Certificate, no refund will be made to **you**.

If **you** cancel this Certificate after the first thirty (30) days from the effective date, any unearned premium will be calculated pro-rata and refunded to **you**.

If you cancel or do not renew your service with the **policyholder** for any reason or are no longer a member of the covered **group**, this constitutes cancellation of the Certificate by you. Any unearned premium will be calculated pro-rata and refunded to you.

Certificate Cancellation by Us:

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- 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, including the effective date of cancellation at least:
 - a. thirty (30) days prior to the effective date if this Certificate has been in effect for sixty (60) days or less.
 - b. sixty (60) days prior to the effective date unless noted below if this Certificate has been in effect for more than sixty (60) days.

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

- If this Certificate has been in effect for more than sixty (60) days, we may cancel only for one or more of the following reasons:
 - a. nonpayment of premium by **you**;
 - b. if this Certificate was obtained by misrepresentation or fraud;
 - c. any act which measurably increases the risk originally accepted;
 - d. you violate any terms and conditions of this Certificate;
 - e. certification to the Director of the state Department of Insurance of the cancellation of reinsurance by the insurer that provided coverage

to **us** or a substantial part of the underlying risk insured;

f. a determination by the Director of the State Department of Insurance that the continuation of this Certificate could place **us** in violation of the insurance laws of this state.

Coverage under this Certificate will terminate on the earlier of:

- 1. the date of the Policy cancellation; or
- 2. when **you** are no longer a member of the covered **group**.

Nonrenewal: We may elect not to continue coverage under this Certificate. We may do so by mailing to you written notice at least thirty (30) days before the effective date of non-renewal on this Certificate. Proof of mailing will be sufficient proof of notice.

<u>Continuous Renewal (month to month coverage only</u>): As long as **you** are a member of the **group** and pay **your** scheduled premium, the Certificate documents originally issued to **you** will remain in effect.

<u>Concealment, Misrepresentation or Fraud</u>: We will not pay for a **loss** if **you**, at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. this Certificate;
- 2. the **insured product**, including the value of such **insured product** reported to **us**;
- 3. **your** interest in the **insured product**; or
- 4. a claim under this Certificate.

<u>Physical Environment</u>: **You** agree to take due care to maintain a physical environment (levels of temperature, humidity, dust) in keeping with the recommendations of the manufacturer of the **insured product**.

<u>Changes</u>: Certificate documents originally issued will remain in effect unless revised documents are issued to **you**. We retain the right to revise the Certificate at any time and adjust the coverage terms including the premium and the deductible. In the event of a material change, **you** will be provided thirty (30) 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.

<u>Liberalization</u>: If we adopt any revision which would broaden the coverage under this Certificate without additional premium within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Certificate.

<u>Conformity to Statute</u>: **We** agree that any terms of this Certificate not in compliance with applicable law are conformed to comply with such laws. If any portions of this Certificate are deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Certificate.

Arbitration:

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.

As used in this Arbitration Provision, "you" and "your" mean the **policyholder** or **policyholders**, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. "We" and "us" mean American Security Insurance Company.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by us to you, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by us to you, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("Claim"), shall be resolved by binding arbitration before a single arbitrator. Unless you and we mutually agree on an alternative, the arbitration will take place in the county and state where you live. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request, we will advance to you either all or part of the fees of the AAA and of the arbitrator after you have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether you or we will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 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, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class. For the purpose of this Arbitration Provision, American Security Insurance Company shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Security Insurance Company, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on you and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Policy or Certificate.

No Class Actions/No Joinder of Parties: You 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. You also agree that you will not join with others to bring claims in the same arbitration proceeding unless all such persons are named on your Policy or Certificate.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

American Security Insurance Company

A Stock Insurance Company Administrative Office: 11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

TECHNOLOGY INSURANCE PROTECTION MANDATORY AMENDATORY ENDORSEMENT MINNESOTA

THIS ENDORSEMENT AMENDS THE CERTIFICATE. PLEASE READ IT CAREFULLY.

Under CONDITIONS, Claim Settlement Method, is deleted and replaced with the following:

<u>Claim Settlement Method</u>: If the **insured product** suffers a **loss**, we will, at **our** option, repair or replace the **insured product** within thirty (30) days of receipt of Proof of Loss. If **you** do not agree with **our** claims determination, **you** will receive the benefit **you** are entitled to receive within five (5) business days after:

- 1. a final agreement is reached between **you** and **us**;
- 2. a final judgment is entered against **us**; or
- 3. an arbitration award is entered in **your** favor.

In the event of a **loss**, we will not repair or replace the **insured product** unless **our** cost will exceed the deductible applicable to the claimed **loss**.

ALL OTHER TERMS AND CONDITIONS OF THE CERTIFICATE REMAIN THE SAME.

AMERICAN SECURITY INSURANCE COMPANY

11222 Quail Roost Drive Miami, FL 33157

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association 7600 Parklawn Avenue, Suite 460 Edina, Minnesota 55435-5137 (952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.