

## **XFINITY MOBILE PROTECTION PLAN COVERAGE DOCUMENTS**

**There may be different or additional coverage based on your state. Your specific terms and conditions will be included in your Welcome Kit. To request a sample copy of the terms and conditions specific to your state call 1-866-450-5185.**

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### **XFINITY MOBILE PROTECTION PLAN COVERAGE DOCUMENTS FOR SMARTPHONES EFFECTIVE 06/28/2022**

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#### **XFINITY MOBILE PROTECTION PLAN SERVICE CONTRACT**

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##### **XFINITY MOBILE 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**

**Accessories** are those items included with Your Covered Device purchase. These may include for smartphone, the device battery, wall charger, and USB charging cable. Accessories are eligible for coverage only when claimed as part of a Covered Device service event.

**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 P.O. Box 47168, Atlanta, GA 30362, 1-877-881-8578.

**Covered Device(s)** means Your eligible device(s), listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Your Covered Device includes its Accessories. 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, 1-877-881-8578.

**Seller** is Comcast OTR1, LLC, 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 You enroll for coverage.

If You purchase this Service Contract on a date later than the date You purchase Your Covered Device(s), this Service Contract takes effect immediately upon passing a device inspection.

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 receive Your replacement device.

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 Covered Devices, 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 watches.

- 3. Technical Support.** During the Service Contract term, We will provide You with technical support resources and tools applicable to Your Covered Device. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), that relate to storing, retrieving, and managing of files; as well as determining when hardware service is required.

Under this Service Contract, We will provide technical support for the following:

- (i) Any Covered Device,
- (ii) The operating system and software applications pre-installed by the manufacturer on the Covered Device,
- (iii) Software applications, branded by the Covered Device manufacturer, including but not limited to word processing, worksheets, and presentation software (“Consumer Software”), and

(iv) Connectivity issues between the Covered Device and its computer or other supported technology that meets the Covered Device’s connectivity specifications and runs an operating system supported by the Covered Device.

4. 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.
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 service provider 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 [www.fastclaim.com/xfinitymobile](http://www.fastclaim.com/xfinitymobile) or contact Us at 1-855-884-9771.** 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 service provider / 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

## 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.

responsible for transporting Your device to /from the repair center and assume any corresponding cost.

- 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:

- 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.
- 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;
- 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 repairs or replacements under Xfinity Mobile Protection Plan is two (2) per device 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 either for hardware services or screen only repair 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:

	Group 1	Group 2
ADH Service Fee	Smartphone Screen Only Repair - \$29*	Smartphone Screen Only Repair - \$29*
	All Other ADH = \$40*	All Other ADH = \$49* (iPad) \$99*
	*Plus applicable tax	*Plus applicable tax
	Group 3	Group 4
	Smartphone Screen Only Repair - \$29*	N/A
	All Other ADH = \$49* (iPad) \$99*	
	*Plus applicable tax	

### 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 **1-888-936-4968**.

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 Xfinity Mobile Protection Plan 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](http://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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# COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

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## American Bankers Insurance Company of Florida

A Stock Insurance Company

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

### COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

#### INSURING AGREEMENT

We agree to provide coverage for **your** communications device(s) that are eligible and enrolled for coverage, subject to the terms and conditions set forth in this Certificate, the Group Policy ("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: 1-866-450-5185.

#### DEFINITIONS

"**Accidental Damage**" means an unexpected and unintentional external event that results in 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**.

"**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 and who also maintain **mechanical and electrical breakdown** and accidental damage coverage for the **insured product** under a service and repair program approved by **us**.

"**Group Policyholder**" ("**Policyholder**") means Comcast OTR1, LLC, the organization that holds the Group Policy.

"**Insured Product**" ("**Product**") means any of the following items:

1. **your** new or reconditioned **Xfinity Mobile** communications device(s) under manufacturer's warranty as listed on **your Xfinity Mobile** purchase receipt/service agreement/coverage confirmation or registered by **you** with (and approved by) **us**;
2. any replacement communication device of like kind and quality provided by the **policyholder**, the manufacturer, or **us** under this Certificate;

3. any upgrade technology of like kind and quality provided by **us** under this Certificate or purchased by **you** and approved by **us**; and
4. any standard accessories included with the original purchase of the communications device, such as the SIM card, charger and earbuds and case.

"**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**" mean 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 **loss**.

"**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 this Certificate.

"**Product Owner**," "**You**," and "**Your**" mean 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 Bankers Insurance Company of Florida.

#### WHEN COVERAGE IS EFFECTIVE

If **you** were provided this coverage at the same time **You** purchased **your insured product**, this coverage will take effect 12:01 a.m. on the date **you** purchased **your insured product** and will cover **your insured product** through the coverage term or until cancelled by either **you** or **us**.

If **you** were provided this coverage on a date later than the purchase of **your insured product**, this coverage will take effect immediately after **we** validate **your insured product's** conditions 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 the coverage was provided by the **policyholder**. Should **we** disapprove **your** coverage, **we** will notify **you** in writing within thirty (30) days and refund to the **policyholder** 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**.

### EXCLUSIONS

**We** will not pay for **loss** 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, 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;
7. "no problem found" diagnosis or any defects that are subject to a manufacturer's warranty;
8. 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;
9. 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. **loss** to property held in inventory or held as stock in trade;
21. cosmetic damage that does not affect functionality of the **insured product**;
22. **accidental damage**;
23. **mechanical and electrical breakdown**.

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

### CONDITIONS

**Territory:** The **insured product** will be covered anywhere in the world; however, **losses** will only be adjusted in, and repairs and replacements will only be provided in, the United States, its territories or possessions, and Canada.

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

1. report all claims immediately. This Certificate only covers those claims reported within ninety (90) days of the date of the **loss**. To file a claim, **you** may call **us** toll-free at 1-855-884-9771 or visit **us** at [www.fastclaim.com/xfinitymobile](http://www.fastclaim.com/xfinitymobile). A service representative will assist **you** by telephone and/or remote online support to diagnose the **insured product's** issue, file **your** 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** mobile 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.
  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.

Claim Settlement Method: If the **insured product** suffers a covered **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 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 covered **loss**, **we** will not repair or replace the **insured product** unless **our** cost will exceed the deductible applicable to the covered **loss**.

Repair Location: Repairs to damaged **insured products** 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 **product** repair center.

Replacement Option: At **our** option, **we** may either:

1. replace the **insured product** with a new, refurbished, or certified replacement **product** of like kind and quality to the **insured product** at the 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 device color, cosmetics, or features, this request is not guaranteed. The price of the replacement **product** 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 **product**; or
2. issue a credit equal to the replacement **product** 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 communications device of **your** choice; or

3. provide a monetary settlement equal to the replacement **product** price, not to exceed the maximum replacement value of the **insured product** less any applicable deductible.

When **you** receive the replacement product, 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 **loss** is covered under this Certificate. Should **we** determine that the **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 **product**, 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 **product**, credit, or monetary settlement; or
3. return to **you** the original **insured product** after **we** receive the replacement **product**, credit, or settlement. The returned replacement **product** must be in the same condition that **we** sent it to **you**.

Maximum Replacement Value: A per claim limit of U.S. \$2000.00 applies to each Covered **loss** to repair or replace the **insured product**.

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 first replacement or repair. No further replacement(s) or repair(s) will be provided for the remainder of this period.

Reinstatement of Limit After Loss: The maximum replacement value will not be reduced by the settlement of any claim.

Deductible: **You** will be assessed a non-refundable deductible each time there is a claim settlement.

Deductible Schedule:

Please see the Deductible Schedule for your deductible amount.

	Deductible per Insured Product repair or replacement			
	Group 1	Group 2	Group 3	Group 4
Deductible	\$50 Plus applicable tax	\$180 Plus applicable tax	\$280 Plus applicable tax	N/A

Salvage: If **we** settle a claim on the **insured product** and the **product owner** 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.

**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.

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

**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:** This Certificate provides primary coverage in the event the **insured product** is insured under any other policy or certificate.

**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**.

**Certificate Cancellation by You:** **You** may cancel this Certificate by:

1. 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 the **policyholder**.

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 the **policyholder**.

If **you** cancel this Certificate after the first thirty (30) days from the effective date, any unearned premium will be calculated pro rata. Any applicable refund will be paid to the **policyholder**.

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 this Certificate by **you**. Any unearned premium will be calculated pro rata and refunded to the **policyholder**.

**Certificate Cancellation by Us:**

1. **We** may cancel or nonrenew this Certificate by mailing or delivering written notice stating the reason for cancellation or nonrenewal to **your** mailing address last known to **us** or as otherwise authorized by **you**, including the effective date of cancellation or nonrenewal 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 if this Certificate has been in effect for more than sixty (60) days.

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

2. If this Certificate has been in effect for more than sixty (60) days, **we** may cancel or nonrenew only for one or more of the following reasons:
  - a. nonpayment of premium by the **policyholder**;
  - 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 loss 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 the Policy could place **us** in violation of the insurance laws of this state.

**Termination:** Coverage under this Certificate will terminate on the date of cancellation of the Policy or when **you** are no longer a member of the covered **group**. Any unearned premium will be calculated pro rata and refunded to the **policyholder**.

**Continuous renewal:** Contingent upon payment of the premium by the **policyholder**, the Certificate documents originally issued to **you** will remain in effect.

**Concealment, Misrepresentation or Fraud:** **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 **product** reported to **us**;
3. **your** interest in the **insured product**; or
4. a claim under this Certificate.

**Physical Environment:** **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**.

**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 Bankers Insurance Company of Florida.

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 1-800-778-7879. 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 Bankers Insurance Company of Florida shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Bankers Insurance Company of Florida, 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.**

Liberalization: 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.

Changes: 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 at least thirty (30) days’ advance written notice of such changes. You may cancel coverage at any time without penalty, but if the policyholder continues to pay premiums after a change in premiums, coverage terms or the deductible, you will be bound by those changes.

Conformity to Statute: 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.

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## E-CONSENT

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### CONSENT TO CONDUCT BUSINESS ELECTRONICALLY Please print or download a copy of this Disclosure for your records

We are required by law to obtain Your consent to enter into the Contract and deliver Communications to You electronically. This Disclosure applies to all Communications related to Xfinity Mobile Protection Plan. Your consent to this Disclosure applies to all mobile phone numbers listed under Your account ownership. The words “We,” “Us,” and “Our” refer to the company that issues Your Contract or provides evidence of coverage to You, and all of its subsidiaries, affiliates and agents. These companies operate under the trade name, Assurant. The words “You” and “Your” mean You, the individual(s) or entity that owns the Contract or an authorized representative. **Your consent to this Disclosure is not required to obtain or renew any product or service provided by Us**; please call 1-888-936-4968 to purchase or enroll separately.

“**Communications**” means all information that We are required to provide You by law, or as reasonably necessary to administer Your Contract, which may include, but is not limited to: Your enrollment or application form, declarations page, Policy, certificate, terms and conditions, claims adjudication, notices, billing statements, retail installment contract, notice of cancellation, notice of non-renewal and changes in the terms of Your Contract.

“**Contract**” means a Policy/certificate, Extended Service Contract, or any other product or service requested by You and provided by Us.

“**Policy**” means a written contract of insurance, or written agreement effecting insurance, or the certificate thereof, and includes all clauses, riders or endorsements, and declarations page.

“**Extended Service Contract**” means a contract or agreement for a separately stated consideration or for a specific duration to perform the repair, replacement or maintenance of property or indemnification for repair, replacement or maintenance, for the operational or structural failure due to a defect in materials, workmanship or normal wear and tear, with or without additional provision for incidental payment of indemnity under limited circumstances, but does not include mechanical breakdown insurance or maintenance agreements.”

**Scope of Communications to Be Provided in Electronic Form.** You agree that We may provide any Communication in electronic format, and that We may discontinue sending paper Communications to You. We reserve the right to modify the terms and conditions on which We provide electronic Communications at any time.

**Method of Providing Communications to You in Electronic Form.** All Communications may be provided to You by one or more of the following methods: (1) via e-mail; (2) by access to a secure website that We will designate in advance for such purpose; (3) SMS text or iMessage (standard messaging rates apply) sent through an automatic telephone dialing system, or other means; and (4) any other electronic means of delivery permissible under applicable law.

**How to Withdraw Consent.** You may withdraw Your consent to receive Communications electronically by contacting Us at 1-888-936-4968. Please allow a reasonable period of time to process Your request.

**How to Update Your Records.** It is Your responsibility to provide Us with true, accurate and up-to-date contact information. You can update Your information by contacting Us at 1-888-936-4968. Please do not send confidential information to Us via traditional e-mail, as We cannot guarantee that the transmission will be secure.

**Hardware and Software Requirements.** In order to access, view and retain electronic Communications from Us, You must have: (i) A device suitable for connecting to the Internet; (ii) An up-to-date Internet browser and device software; (iii) A valid e-mail account and/or cell phone number or account number; (iv) Added the domains @em.assurant.com and @assurant.com to Your e-mail account’s list of “safe senders;” (v) Electronic storage capacity to retain Our Communications and/or a printer; and (vi) Software that enables You to view files in Portable Document Format. You may be able to download the most recent version of Adobe Reader by [clicking here](#). If You cannot download the most recent version of Adobe Reader, please call Your manufacturer to find out how to download software that is functionally equivalent.

**Requesting Paper Copies.** At no additional cost to You, You may request a paper copy of any Communication by contacting Us at 1-855-884-9771.

**Severability.** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Disclosure is invalid, then that provision will be removed and the remaining provisions will continue to be valid and enforceable.

**Acceptance and Consent.** You acknowledge that: (i) You are the applicant or owner of the Contract, or are validly authorized by the applicant or owner to act on his/her behalf; (ii) Your consent to enter into the Contract and receive Communications electronically does not automatically expire and is not limited as to duration; (iii) We will not be liable for any loss, liability, cost, expense, or claim arising from the services provided pursuant to this Disclosure; (iv) If You cannot access Your Communications, You must immediately notify Us so We can help identify the issue, or arrange to have the Communications delivered via alternative means.

SAMPLE

**XFINITY MOBILE EARLY DEVICE UPGRADE PROGRAM  
TERMS AND CONDITIONS**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS AS A DEVICE PAYMENT PLAN BORROWER OR AUTHORIZED USER AND PARTICIPANT IN THE XFINITY MOBILE EARLY DEVICE UPGRADE PROGRAM. BY PARTICIPATING IN THE XFINITY MOBILE EARLY DEVICE UPGRADE PROGRAM, YOU ENTER INTO A BINDING AGREEMENT WITH THE SIGNAL, PO BOX 47168, ATLANTA, GA 30362 (“THE SIGNAL”) AND AGREE TO ALL TERMS AND CONDITIONS OUTLINED BELOW.**

**1. Definitions.**

**Credit:** The DPP balance amount credited to Your Account upon successful validation that Your Eligible Device is in Good Working Order.

**Device:** The cellular device or electronics that is subject to the DPP.

**DPP:** The Xfinity Mobile Device Payment Plan that allows You to make monthly payments toward the purchase of Your Device.

**Early Device Upgrade Program (Program):** An optional program designed for Xfinity Mobile customers who have purchased a new Device with a DPP from Xfinity Mobile, for use on Xfinity Mobile’s network. The Program enables Xfinity Mobile customers to purchase a new device before completely paying off their current DPP.

**Eligible Device:** A Device that is eligible to be upgraded under the Early Device Upgrade Program.

**Good Working Order:** Good Working Order means the Device (i) powers up and operates in a manner consistent with the original manufacturer’s specifications for both hardware and software, (ii) is free from liquid damage, (iii) does not have a cracked or broken screen, and (iv) has no physical damage to the housing, buttons and charging port. In addition, Find My iPhone must be turned off for iPhones.

**We/Our:** The Signal as the buyer of the Device You are trading in under the Program.

**Terms and Conditions:** The provisions of this agreement that govern the Early Device Upgrade Program.

**You and Your:** The borrower responsible to make the DPP payments for the Eligible Device.

**2. Certification.**

By participating in the Early Device Upgrade Program, You certify that:

a) You are over the age of eighteen (18) and are free to enter into this agreement.

b) You are lawfully the borrower responsible for the DPP for the Eligible Device.

c) You agree to surrender ownership rights to Your Eligible Device when You turn it in as part of Your Early Device Upgrade, and understand that The Signal is under no obligation to return that Device to You.

d) You agree to provide The Signal with the information necessary for The Signal to remit the Credit for Your benefit to Xfinity Mobile or its assignee creditor.

**3. Eligibility.**

a) **Program Eligibility.** You must have an active line of service with Xfinity Mobile, You must have purchased an Eligible Device from Xfinity Mobile with a DPP, and be enrolled in the Xfinity Mobile Protection Plan. Your account must be current and in good standing with Xfinity Mobile. You are subject to the Terms and Conditions specified in this document for the Program, as well as the Xfinity Mobile Agreements, defined in Section 8.

b) **Device Eligibility.** The International Mobile Equipment Identifier (“IMEI”) of the Device matches the IMEI identified on the DPP, or a replacement device provided by Xfinity Mobile, The Signal or the manufacturer. The Device is in Good Working Order. If You are an individual customer, You must have paid off at least 50% of the total price of the Device.

**4. Program Term.**

The Early Device Upgrade Program operates on a month-to-month basis. Your right to receive benefits are contingent upon Your continued eligibility for the Early Device Upgrade Program. Your participation in the Program is subject to modification by The Signal, as outlined in Section 17.

**5. How to Initiate an Early Device Upgrade.**

You may initiate an Early Device Upgrade in any initiation channels Xfinity Mobile makes available to You, which are subject to change. These may include: a) going to a participating Xfinity Mobile or affiliated 3<sup>rd</sup> party retail location; b) calling Xfinity Mobile Care at 1-888-936-4968; c) online via the Xfinity Mobile website at [www.xfinitymobile.com](http://www.xfinitymobile.com); or d) a direct sales transaction initiated at Your residence. After the upgrade process is

initiated, You must surrender Your Eligible Device in Good Working Order through any of the available surrender channels listed in Section 6 to receive Credit.

## 6. Upgrade and Evaluation Process.

To upgrade Your Eligible Device under the Program, You must surrender the Eligible Device and its battery to The Signal via one of the available surrender channels, which may include In-Store, Self-Certify or any other channel identified by Xfinity Mobile from time to time. **Once You surrender Your Eligible Device through any available surrender channel, We are unable to return Your Device to You.** If In-Store or Self-Certify options are available, You must surrender the Eligible Device as follows:

**In-Store surrender:** If You initiate Your Xfinity Mobile upgrade at a participating Xfinity Mobile or affiliated 3<sup>rd</sup> party store, and an authorized representative determines that Your Eligible Device is in Good Working Order, You will turn over Your Eligible Device to the authorized representative. Xfinity Mobile will apply a Credit equal to the remainder of Your DPP balance for the Eligible Device in accordance with the Application of Credit section of these Terms and Conditions.

If Your Device is not in Good Working Order, You may file a claim for a replacement Device under the Xfinity Mobile Protection Plan. If the claim is approved and You have paid the applicable deductible amount You may use the replacement Eligible Device as Your trade-in Device for Your upgrade benefit. The replacement Device's IMEI will be updated on Your DPP Agreement. If You file a claim that is approved and completed under the Xfinity Mobile Protection Plan and begin the Xfinity Mobile upgrade process using Your replacement Eligible Device, the claim will count towards the Xfinity Mobile Protection Plan and the Early Device Upgrade Program's benefit limits.

**Self-Certify and surrender by shipping directly to The Signal:** If You conduct Your Xfinity Mobile upgrade over the phone or online, or at a participating retail location but need to wait for Your new device to be shipped to You, You will confirm Your Device is in Good Working Order, and must ship Your Eligible Device directly to The Signal to **be received at The Signal within twenty (20) days** from the date Your new device is shipped. Your Eligible Device must be properly shipped to avoid damage during transit. If Your Eligible Device is received in Good Working Order, Xfinity Mobile will apply a Credit equal to the remainder of Your DPP balance for the Eligible Device in accordance with the Application of Credit section of these Terms and Conditions.

**Application of Credit:** Your Credit, equal to the remainder of Your DPP balance for the Eligible Device,

will be applied within 3 billing cycles.

## Impact of Shipping Ineligible Devices to The Signal:

If You ship a Device to The Signal and the IMEI does not match the IMEI identified on Your DPP, or a replacement device provided by Xfinity Mobile, The Signal or the manufacturer, the Device is not considered an Eligible Device.

## 7. Data Security.

It is solely Your responsibility to protect and secure any information that is stored on Your Device. You are responsible for removing data and personal information including, but not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures and calendars. Consult Your Device User Guide to learn how to erase or remove such information. The Signal will securely destroy any SIM cards or memory cards upon receipt, and is unable to return these to You. If You are surrendering an iPhone, You must disable Find My iPhone. Failing to do so will make the Device ineligible for an upgrade.

## 8. Applicability.

This Agreement is supplemental to, and separate from, any other agreements You may have with Xfinity Mobile including, but not limited to, the Xfinity Mobile Customer Agreement, the Xfinity Mobile Privacy Policy and the Xfinity Mobile Device Payment Plan (collectively the "Xfinity Mobile Agreements"). To the extent that these Terms and Conditions conflict with any other provision of any other terms and conditions of the Xfinity Mobile Agreements, the provision(s) in the Xfinity Mobile Agreements shall apply. The Xfinity Mobile Protection Plan terms and conditions are hereby incorporated into this Agreement to the extent they apply to the Early Device Upgrade Program.

## 9. Transferability and Availability.

This Agreement is non-transferable. The Early Device Upgrade Program is available only in the United States.

## 10. Waiver of Liability.

IN NO EVENT SHALL THE SIGNAL OR XFINITY MOBILE OR THEIR RESPECTIVE AGENTS, AFFILIATES, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to the participation by You in the Early Device Upgrade Program regardless of the form of action (including, but not limited to, negligence) and regardless as to whether The Signal or Xfinity Mobile has been advised of the possibility of any such loss or damage. In the event a court of competent jurisdiction finds this Section unenforceable, You agree that the extent of The Signal's or Xfinity Mobile's liability shall be no more than one hundred dollars (\$100.00).

## 11. Independent Contractor.

The Early Device Upgrade Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between The Signal and Xfinity Mobile. The Signal operates under these Terms and Conditions as an independent contractor and not as an agent for Xfinity Mobile.

## 12. Indemnity.

You agree to indemnify and hold The Signal and Xfinity Mobile and their respective parents, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claims or demands, including reasonable attorneys' fees, made by any third parties due to, connected to, or arising out of, the breach of this agreement, any acts or omissions, or violation of any law or the rights of any third party by You.

## 13. Dispute Resolution.

You understand that Comcast OTR1, LLC is not a party to this agreement, and that any disputes that may arise with Comcast OTR1, LLC are governed by Your agreement(s) with Comcast OTR1, LLC including, and not limited to, the Dispute Resolution and Arbitration provision set forth under the heading "Binding Arbitration" in Your Xfinity Mobile Customer Agreement with Comcast OTR1, LLC.

## 14. Mandatory Arbitration Provision.

THE FOLLOWING ARBITRATION PROVISION ("PROVISION") MUST BE READ CAREFULLY. IT LIMITS CERTAIN OF YOUR 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. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules ("Rules") in effect at the time the claim is filed. The terms of this Provision shall control any inconsistency between the Rules and this Provision. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. Unless You and We agree, 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. **IF ANY PORTION OF THIS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, IT SHALL NOT INVALIDATE THE REMAINING PORTIONS OF THE PROVISION, EXCEPT THAT IN NO EVENT SHALL THIS PROVISION BE AMENDED OR CONSTRUED TO PERMIT CLASS ARBITRATION OR ARBITRATION ON BEHALF OF ANY INDIVIDUAL OTHER THAN YOU.** 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 AND WE UNDERSTAND**

**AND AGREE THAT BECAUSE OF THIS PROVISION, NEITHER YOU NOR WE WILL HAVE THE RIGHT, EXCEPT AS MAY BE PROVIDED ABOVE, TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. California Residents Only** – Notwithstanding any other terms of the Provision, which otherwise fully apply, Claims seeking statutorily authorized injunctive relief that, if granted, would have the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public may be arbitrated.

## 15. Notice.

You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide at the time of Your Early Device Upgrade Program enrollment or Upgrade transaction. All notices or requests pertaining to these Terms and Conditions will be in writing and may be sent by any reasonable means including; e.g., by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to Your Device or by email or fax number You provided, or three (3) days after mailing to Your billing address.

## 16. Waiver; Severability.

The failure of either party to require performance by the other party of any provision of these Terms and Conditions will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision of these Terms and Conditions be taken or held to be a waiver of the provision itself. If any provision of these Terms and Conditions is unenforceable or invalid under any applicable law so held by applicable court decision, such unenforceability or invalidity will not render these Terms and Conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

## 17. Modification.

Your participation in the Early Device Upgrade Program is subject to Our business policies, practices, and procedures, which We can change without notice. The Signal reserves the right to modify these Terms and Conditions or to cancel Your participation in the Early Device Upgrade Program at any time, at Our sole discretion. If We cancel or materially change the Early Device Upgrade Program or a term in these Terms and Conditions in a manner that is materially adverse to You, We will provide You with written notice of the effective date of the cancellation or change and may provide You with a refund, credit, or one Upgrade benefit, at Our sole discretion.

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# XFINITY MOBILE PROTECTION PLAN COVERAGE DOCUMENTS FOR IPAD TABLET DEVICES EFFECTIVE 06/28/2022

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## XFINITY MOBILE PROTECTION PLAN SERVICE CONTRACT

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### XFINITY MOBILE 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

**Accessories** are those items included with Your Covered Device purchase. These may include for smartphone, the device battery, wall charger, and USB charging cable. Accessories are eligible for coverage only when claimed as part of a Covered Device service event.

**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 P.O. Box 47168, Atlanta, GA 30362, 1-877-881-8578.

**Covered Device(s)** means Your eligible device(s), listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Your Covered Device includes its Accessories. 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, 1-877-881-8578.

**Seller** is Comcast OTR1, LLC, 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 You enroll for coverage.

If You purchase this Service Contract on a date later than the date You purchase Your Covered Device(s), this Service Contract takes effect immediately upon passing a device inspection.

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 receive Your replacement device.

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 Covered Devices, 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 watches.

- 3. Technical Support.** During the Service Contract term, We will provide You with technical support resources and tools applicable to Your Covered Device. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), that relate to storing, retrieving, and managing of files; as well as determining when hardware service is required.

Under this Service Contract, We will provide technical support for the following:

- (i) Any Covered Device,
- (ii) The operating system and software applications pre-installed by the manufacturer on the Covered Device,
- (iii) Software applications, branded by the Covered Device manufacturer, including but not limited to word processing, worksheets, and presentation software (“Consumer Software”), and
- (iv) Connectivity issues between the Covered Device and its computer or other supported technology that meets the Covered Device’s connectivity specifications and runs an operating system supported by the Covered Device.

- 4.** 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 [www.fastclaim.com/xfinitymobile](http://www.fastclaim.com/xfinitymobile) or contact Us at 1-855-884-9771.** 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.

- 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:

- 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.
- 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;
- 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 repairs or replacements under Xfinity Mobile Protection Plan is two (2) per device 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 either for hardware services or screen only repair 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:

	Group 1	Group 2
ADH Service Fee	Smartphone Screen Only Repair - \$29*	Smartphone Screen Only Repair - \$29*
	All Other ADH = \$40*	All Other ADH = \$49* (iPad) \$99*
	*Plus applicable tax	*Plus applicable tax
	Group 3	Group 4
	Smartphone Screen Only Repair - \$29*	N/A
	All Other ADH = \$49* (iPad) \$99*	
	*Plus applicable tax	

### 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 **1-888-936-4968**.

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 Xfinity Mobile Protection Plan 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](http://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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# COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

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## American Bankers Insurance Company of Florida

A Stock Insurance Company

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

### COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

#### INSURING AGREEMENT

We agree to provide coverage for **your** communications device(s) that are eligible and enrolled for coverage, subject to the terms and conditions set forth in this Certificate, the Group Policy ("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: 1-866-450-5185.

#### DEFINITIONS

**"Accidental Damage"** means an unexpected and unintentional external event that results in 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**.

**"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 and who also maintain **mechanical and electrical breakdown** and accidental damage coverage for the **insured product** under a service and repair program approved by **us**.

**"Group Policyholder"** ("**Policyholder**") means Comcast OTR1, LLC, the organization that holds the Group Policy.

**"Insured Product"** ("**Product**") means any of the following items:

1. **your** new or reconditioned **Xfinity Mobile** communications device(s) under manufacturer's warranty as listed on **your Xfinity Mobile** purchase receipt/service agreement/coverage confirmation or registered by **you** with (and approved by) **us**;

2. any replacement communication device of like kind and quality provided by the **policyholder**, the manufacturer, or **us** under this Certificate;
3. any upgrade technology of like kind and quality provided by **us** under this Certificate or purchased by **you** and approved by **us**; and
4. any standard accessories included with the original purchase of the communications device, such as the SIM card, charger and earbuds and case.

**"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"** mean 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 **loss**.

**"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 this Certificate.

**"Product Owner," "You,"** and **"Your"** mean 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 Bankers Insurance Company of Florida.

#### WHEN COVERAGE IS EFFECTIVE

If **you** were provided this coverage at the same time **You** purchased **your insured product**, this coverage will take effect

12:01 a.m. on the date **you** purchased **your insured product** and will cover **your insured product** through the coverage term or until cancelled by either **you** or **us**.

If **you** were provided this coverage on a date later than the purchase of **your insured product**, this coverage will take effect immediately after **we** validate **your insured product's** conditions 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 the coverage was provided by the **policyholder**. Should **we** disapprove **your** coverage, **we** will notify **you** in writing within thirty (30) days and refund to the **policyholder** 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**.

### EXCLUSIONS

**We** will not pay for **loss** 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, 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;
7. "no problem found" diagnosis or any defects that are subject to a manufacturer's warranty;
8. 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;
9. 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. **loss** to property held in inventory or held as stock in trade;
21. cosmetic damage that does not affect functionality of the **insured product**;
22. **accidental damage**;
23. **mechanical and electrical breakdown**.

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

### CONDITIONS

**Territory:** The **insured product** will be covered anywhere in the world; however, **losses** will only be adjusted in, and repairs and replacements will only be provided in, the United States, its territories or possessions, and Canada.

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

1. report all claims immediately. This Certificate only covers those claims reported within ninety (90) days of the date of the **loss**. To file a claim, **you** may call **us** toll-free at 1-855-884-9771 or visit **us** at [www.fastclaim.com/xfinitymobile](http://www.fastclaim.com/xfinitymobile). A service representative will assist **you** by telephone and/or remote online support to diagnose the **insured product's** issue, file **your** 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** mobile 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.
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.

**Claim Settlement Method:** If the **insured product** suffers a covered **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 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 covered **loss**, **we** will not repair or replace the **insured product** unless **our** cost will exceed the deductible applicable to the covered **loss**.

**Repair Location:** Repairs to damaged **insured products** 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 **product** repair center.

**Replacement Option:** At **our** option, **we** may either:

1. replace the **insured product** with a new, refurbished, or certified replacement **product** of like kind and quality to the **insured product** at the 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 device color, cosmetics, or features, this request is not guaranteed. The price of the replacement **product** 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 **product**; or
2. issue a credit equal to the replacement **product** 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 communications device of **your** choice; or

3. provide a monetary settlement equal to the replacement **product** price, not to exceed the maximum replacement value of the **insured product** less any applicable deductible.

When **you** receive the replacement product, 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 **loss** is covered under this Certificate. Should **we** determine that the **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 **product**, 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 **product**, credit, or monetary settlement; or
3. return to **you** the original **insured product** after **we** receive the replacement **product**, credit, or settlement. The returned replacement **product** must be in the same condition that **we** sent it to **you**.

**Maximum Replacement Value:** A per claim limit of U.S. \$2000.00 applies to each Covered **loss** to repair or replace the **insured product**.

**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 first replacement or repair. No further replacement(s) or repair(s) will be provided for the remainder of this period.

**Reinstatement of Limit After Loss:** The maximum replacement value will not be reduced by the settlement of any claim.

**Deductible:** **You** will be assessed a non-refundable deductible each time there is a claim settlement.

**Deductible Schedule:**

Please see the Deductible Schedule for your deductible amount.

	Deductible per Insured Product repair or replacement			
	Group 1	Group 2	Group 3	Group 4
Deductible	\$50 Plus applicable tax	\$180 Plus applicable tax	\$280 Plus applicable tax	N/A

**Salvage:** If **we** settle a claim on the **insured product** and the **product owner** 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.

**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.

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

**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:** This Certificate provides primary coverage in the event the **insured product** is insured under any other policy or certificate.

**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**.

**Certificate Cancellation by You:** **You** may cancel this Certificate by:

1. 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 the **policyholder**.

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 the **policyholder**.

If **you** cancel this Certificate after the first thirty (30) days from the effective date, any unearned premium will be calculated pro rata. Any applicable refund will be paid to the **policyholder**.

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 this Certificate by **you**. Any unearned premium will be calculated pro rata and refunded to the **policyholder**.

**Certificate Cancellation by Us:**

1. **We** may cancel or nonrenew this Certificate by mailing or delivering written notice stating the reason for cancellation or nonrenewal to **your** mailing address last known to **us** or as otherwise authorized by **you**, including the effective date of cancellation or nonrenewal 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 if this Certificate has been in effect for more than sixty (60) days.

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

2. If this Certificate has been in effect for more than sixty (60) days, **we** may cancel or nonrenew only for one or more of the following reasons:
  - a. nonpayment of premium by the **policyholder**;
  - 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 loss 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 the Policy could place **us** in violation of the insurance laws of this state.

**Termination:** Coverage under this Certificate will terminate on the date of cancellation of the Policy or when **you** are no longer a member of the covered **group**. Any unearned premium will be calculated pro rata and refunded to the **policyholder**.

**Continuous renewal:** Contingent upon payment of the premium by the **policyholder**, the Certificate documents originally issued to **you** will remain in effect.

**Concealment, Misrepresentation or Fraud:** **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 **product** reported to **us**;
3. **your** interest in the **insured product**; or
4. a claim under this Certificate.

**Physical Environment:** **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**.

**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 Bankers Insurance Company of Florida.

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 1-800-778-7879. 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 Bankers Insurance Company of Florida shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Bankers Insurance Company of Florida, 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.**

Liberalization: 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.

Changes: 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 at least thirty (30) days’ advance written notice of such changes. You may cancel coverage at any time without penalty, but if the policyholder continues to pay premiums after a change in premiums, coverage terms or the deductible, you will be bound by those changes.

Conformity to Statute: 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.

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## E-CONSENT

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### CONSENT TO CONDUCT BUSINESS ELECTRONICALLY Please print or download a copy of this Disclosure for your records

We are required by law to obtain Your consent to enter into the Contract and deliver Communications to You electronically. This Disclosure applies to all Communications related to Xfinity Mobile Protection Plan. Your consent to this Disclosure applies to all mobile phone numbers listed under Your account ownership. The words “We,” “Us,” and “Our” refer to the company that issues Your Contract or provides evidence of coverage to You, and all of its subsidiaries, affiliates and agents. These companies operate under the trade name, Assurant. The words “You” and “Your” mean You, the individual(s) or entity that owns the Contract or an authorized representative. **Your consent to this Disclosure is not required to obtain or renew any product or service provided by Us**; please call 1-888-936-4968 to purchase or enroll separately.

“**Communications**” means all information that We are required to provide You by law, or as reasonably necessary to administer Your Contract, which may include, but is not limited to: Your enrollment or application form, declarations page, Policy, certificate, terms and conditions, claims adjudication, notices, billing statements, retail installment contract, notice of cancellation, notice of non-renewal and changes in the terms of Your Contract.

“**Contract**” means a Policy/certificate, Extended Service Contract, or any other product or service requested by You and provided by Us.

“**Policy**” means a written contract of insurance, or written agreement effecting insurance, or the certificate thereof, and includes all clauses, riders or endorsements, and declarations page.

“**Extended Service Contract**” means a contract or agreement for a separately stated consideration or for a specific duration to perform the repair, replacement or maintenance of property or indemnification for repair, replacement or maintenance, for the operational or structural failure due to a defect in materials, workmanship or normal wear and tear, with or without additional provision for incidental payment of indemnity under limited circumstances, but does not include mechanical breakdown insurance or maintenance agreements.”

**Scope of Communications to Be Provided in Electronic Form.** You agree that We may provide any Communication in electronic format, and that We may discontinue sending paper Communications to You. We reserve the right to modify the terms and conditions on which We provide electronic Communications at any time.

**Method of Providing Communications to You in Electronic Form.** All Communications may be provided to You by one or more of the following methods: (1) via e-mail; (2) by access to a secure website that We will designate in advance for such purpose; (3) SMS text or iMessage (standard messaging rates apply) sent through an automatic telephone dialing system, or other means; and (4) any other electronic means of delivery permissible under applicable law.

**How to Withdraw Consent.** You may withdraw Your consent to receive Communications electronically by contacting Us at 1-888-936-4968. Please allow a reasonable period of time to process Your request.

**How to Update Your Records.** It is Your responsibility to provide Us with true, accurate and up-to-date contact information. You can update Your information by contacting Us at 1-888-936-4968. Please do not send confidential information to Us via traditional e-mail, as We cannot guarantee that the transmission will be secure.

**Hardware and Software Requirements.** In order to access, view and retain electronic Communications from Us, You must have: (i) A device suitable for connecting to the Internet; (ii) An up-to-date Internet browser and device software; (iii) A valid e-mail account and/or cell phone number or account number; (iv) Added the domains @em.assurant.com and @assurant.com to Your e-mail account’s list of “safe senders;” (v) Electronic storage capacity to retain Our Communications and/or a printer; and (vi) Software that enables You to view files in Portable Document Format. You may be able to download the most recent version of Adobe Reader by [clicking here](#). If You cannot download the most

recent version of Adobe Reader, please call Your manufacturer to find out how to download software that is functionally equivalent.

**Requesting Paper Copies.** At no additional cost to You, You may request a paper copy of any Communication by contacting Us at 1-855-884-9771.

**Severability.** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Disclosure is invalid, then that provision will be removed and the remaining provisions will continue to be valid and enforceable.

**Acceptance and Consent.** You acknowledge that: (i) You are the applicant or owner of the Contract, or are validly authorized by the applicant or owner to act on his/her behalf; (ii) Your consent to enter into the Contract and receive Communications electronically does not automatically expire and is not limited as to duration; (iii) We will not be liable for any loss, liability, cost, expense, or claim arising from the services provided pursuant to this Disclosure; (iv) If You cannot access Your Communications, You must immediately notify Us so We can help identify the issue, or arrange to have the Communications delivered via alternative means.

SAMPLE