

# AMERICAN SECURITY INSURANCE COMPANY

A Stock Insurance Company

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

## TECHNOLOGY INSURANCE PROTECTION CERTIFICATE OF INSURANCE

### INSURING AGREEMENT

We agree to provide coverage for **your** technology that is eligible and enrolled for coverage, subject to the terms and conditions set forth in this Certificate, the Master Policy, **your** purchase receipt or **your** service agreement and any endorsements attached to this **Certificate**. Information about **your** coverage effective date, term, and **insured product** is included in **your** purchase receipt or the service agreement **you** entered into with the **policyholder** or **your** coverage confirmation.

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

### DEFINITIONS

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

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

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

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

**Master Policyholder (“Policyholder”)** means T-Mobile USA, Inc. for Metro for T-Mobile, the organization that holds the **Master Policy**.

**“Insured Product”** means any of the following items:

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

- any upgrade technology of like kind and quality provided by **us** under this Certificate or purchased by **you** and approved by **us**;
- any standard accessories included new with the original purchase of the technology.

**“Loss”** means an occurrence of a Covered Cause of Loss, including but not limited to continuous or repeated exposure to substantially the same general harmful conditions to the **insured product**, while this Certificate is in force.

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

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

**“Nuclear Hazard”** means any nuclear reaction or radiation or any radioactive contamination from any other cause.

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

**“Product Owner,” “You,”** and **“Your”** means the person or entity whose **insured product** is covered by this **Certificate**.

**“Theft”** means the unlawful taking or removing of the **insured product** without **your** consent and with the intent to deprive **you** of the **insured product**. This includes burglary and robbery.

**“We,” “Us,”** and **“Our”** mean American Security Insurance Company.

### PREMIUM PAYMENT

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

Premium per **Insured Product** Enrolled Under this **Certificate**

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Premium Charge	\$2 plus applicable tax	\$2 plus applicable tax	\$4 plus applicable tax	\$4 plus applicable tax	\$9 plus applicable tax	\$9 plus applicable tax

## WHEN COVERAGE IS EFFECTIVE

This coverage will take effect as of the date shown on **your** coverage confirmation notice and will cover **your** insured product through the coverage term or until cancelled by either **you** or **us**.

To be eligible for coverage under this Certificate, **you** must be a member of the **group**. **Your** coverage under this Certificate begins upon our approval. If approved, **your** coverage is retroactive to the date that **you** enrolled for this coverage. Should **we** disapprove **your** coverage, **we** will notify **you** in writing within thirty (30) days and refund to **you** any premium paid.

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

## COVERED CAUSES OF LOSS

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

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

## EXCLUSIONS

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

1. acts of God not listed in the Covered Causes of Loss provision;
2. consequential, incidental, or intentional damage caused by **you**;
3. misuse, abuse, or neglect by **you** or anyone entrusted with the **insured product**;
4. pre-existing conditions;
5. rust, corrosion, mold, dust, sand, dirt, or damage from exposure to environmental conditions;
6. insect infestation;
7. "no problem found" diagnosis or any defects that are subject to the 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. claims to property held in inventory or held as stock in trade;
21. cosmetic damage that does not affect functionality of the **insured product**;
22. **mechanical and electrical breakdown** that occurs during the manufacturer's warranty.

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

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

## CONDITIONS

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

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

1. report all claims immediately. This Certificate covers only those claims reported within sixty (60) days of the date of the **loss**. To file a claim, **you** may call **us** toll-free at 1-800-316-2075 or visit **us** at [www.mymetroclaim.com](http://www.mymetroclaim.com). A service representative will assist **you** by telephone and/or remote online support to diagnose the **insured product's** issue, file a claim; and, if approved, arrange for any applicable repair or replacement of the **insured product**;
2. send to **us**, within thirty (30) days after **our** request, or as soon as practical, **your** signed, sworn Proof of Loss which sets forth, to the best of **your** knowledge and belief:
  - a. the date, time, and cause of **loss**,
  - b. specifications of the reported **loss** to the **insured product**;
3. protect the **insured product** from further damage;

4. notify **your** service provider (if applicable) of the **loss** and disable the **insured product**;
5. submit to an examination under oath as well as an examination of the **insured product** either by the **policyholder** or **us**; if requested;
6. cooperate with **us** in the investigation or settlement of the claim; and
7. satisfy any deductible applicable to **your insured product loss**.

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

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

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

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

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

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

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

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

1. replace the **insured product** with a new, refurbished, or certified replacement technology of like kind and quality to the **insured product** at time of **loss** if **we** are unable to repair the **insured product** or where the repair cost exceeds the current retail replacement value of the **insured product**. While **we** will try to accommodate specific replacement preferences such as technology color, cosmetics, or features, this request is not guaranteed. The price of the replacement technology shall not exceed the Maximum Replacement Value of the **insured product** less any applicable deductible. If **we** replace the **insured product**, **we** will provide **you** with the replacement technology; or
2. issue a credit equal to the replacement technology price, not to exceed the Maximum Replacement Value of the **insured product** less any applicable deductible. The credit, with **your** authorization, will be deposited in **your** account with the **policyholder** and may be used by **you** toward the purchase of any technology of **your** choice; or,
3. provide a monetary settlement equal to the replacement technology price, not to exceed the Maximum Replacement Value of the **insured product** less any applicable deductible.

When **you** receive the replacement technology, credit, or settlement, the original **insured product** will become **our** property. **You** are responsible for returning the original **insured**

**product** to **us** including any subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

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

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

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

**Maximum Replacement Value Schedule:**

Claim limit per repair or replacement

Maximum Replacement Value	\$1,500
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**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. Such replacement(s) or repair(s) shall constitute fulfillment of the coverage and will discharge all further obligations. **We** will forward a notice of ineligibility to **you**, by mail, email or SMS at the time of the second (2nd) replacement or repair and coverage will terminate automatically.

**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 **loss** settlement.

Deductible Schedule:

Refer to the Deductible Schedule for **your** deductible amount.

	Deductible per <b>insured product</b> repair or replacement					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Deductible	\$20 plus applicable tax	\$50 plus applicable tax	\$60 plus applicable tax	\$120 plus applicable tax	\$200 plus applicable tax	\$275 plus applicable tax

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

Unrecovered Equipment Fee (if applicable): If the original **insured product** is not returned to **us** within fifteen (15) calendar days from the date **we** ship the replacement technology to **you**, **we** will charge **you** a non-refundable Unrecovered Equipment Fee no greater than the value of the replacement device. Unrecovered Equipment Fee does not apply to **mysterious disappearance** nor **theft losses**.

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

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

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 covered 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 **you**.

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

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

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

Certificate Cancellation by Us:

1. **We** may cancel this Certificate by mailing or delivering written notice stating the reason for cancellation to **your** mailing or electronic address last known to **us**, including the effective date of cancellation at least:
  - a. thirty (30) days prior to the effective date if this Certificate has been in effect for sixty (60) days or less.
  - b. sixty (60) days prior to the effective date unless noted below if this Certificate has been in effect for more than sixty (60) days.

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

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

Coverage under this Certificate will terminate on the earlier of:

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

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

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

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 **insured 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.

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

**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.

**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.

**Arbitration:**

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

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

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by us to you, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by us to you, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate (“Claim”), shall be resolved by binding arbitration before a single arbitrator. Unless you and we mutually

agree on an alternative, the arbitration will take place in the county and state where you live. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any inconsistency between the AAA’s Rules and this Provision. You may obtain a copy of the AAA’s Rules by calling (800) 778-7879. Upon written request, we will advance to you either all or part of the fees of the AAA and of the arbitrator after you have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether you or we will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class.** For the purpose of this Arbitration Provision, American Security Insurance Company shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Security Insurance Company, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on you and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Policy or Certificate.

**No Class Actions/No Joinder of Parties:** You agree that any arbitration proceeding will only consider your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your claims. You also agree that you will not join with others to bring claims in the same arbitration proceeding unless all such persons are named on your Policy or Certificate.

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