



## Device Protection Sample Terms and Conditions

Device	Device Protection		Pixel Pass	
	State(s)	State(s)	State(s)	State(s)
Android One Moto X4	All states	×	×	×
LG G7 ThinQ	All states	×	×	×
LG V35 ThinQ	All states	×	×	×
Moto G 5G (2022)	All states except NY	NY only	×	×
Moto G Play (2021)	All states except NY	NY only	×	×
Moto G Power (2020)	All states except NY, WA, and MA	NY, WA, and MA only	×	×
Moto G Power (2021)	All states except NY	NY only	×	×
Moto G Power (2022)	All states except NY	NY only	×	×
Moto G Stylus (2020)	All states except NY, WA, and MA	NY, WA, and MA only	×	×
Moto G Stylus 5G (2022)	All states except NY	NY only	×	×
Moto G6	All states	×	×	×
Moto G7	All states	×	×	×
Motorola One 5G Ace	All states except NY	NY only	×	×
Nexus 5X	All states	×	×	×
Nexus 6P	All states	×	×	×
Pixel	All states	×	×	×
Pixel XL	All states	×	×	×
Pixel 2	All states	×	×	×
Pixel 2 XL	All states	×	×	×
Pixel 3	All states	×	×	×
Pixel 3 XL	All states	×	×	×
Pixel 3a	All states	×	×	×
Pixel 3a XL	All states	×	×	×
Pixel 4	All states	×	×	×
Pixel 4 XL	All states	×	×	×
Pixel 4a	All states except NY	NY only	×	×
Pixel 4a (5G)	All states except NY	NY only	×	×
Pixel 5	All states except NY	NY only	×	×
Pixel 5a with 5G	All states except NY	NY only	×	×
Pixel 6	All states except NY	NY only	All states except NY	NY only



## Device Protection Sample Terms and Conditions

Pixel 6 Pro	All states except NY	NY only	All states except NY	NY only
Pixel 6a	All states except NY	NY only	All states except NY	NY only
Pixel 7	All states except NY	NY only	All states except NY	NY only
Pixel 7 Pro	All states except NY	NY only	All states except NY	NY only
Pixel Watch	All states except NY	NY only	×	×
Samsung Galaxy A03s	All states except NY	NY only	×	×
Samsung Galaxy A13 5G	All states except NY	NY only	×	×
Samsung Galaxy A32 5G	All states except NY	NY only	×	×
Samsung Galaxy A53 5G	All states except NY	NY only	×	×
Samsung Galaxy A71 5G	All states except NY	NY only	×	×
Samsung Galaxy Note 20 5G	All states except NY	NY only	×	×
Samsung Galaxy Note 20 Ultra 5G	All states except NY	NY only	×	×
Samsung Galaxy S20 5G	All states except NY	NY only	×	×
Samsung Galaxy S20 Ultra 5G	All states except NY	NY only	×	×
Samsung Galaxy S20+ 5G	All states except NY	NY only	×	×
Samsung Galaxy S21 5G	All states except NY	NY only	×	×
Samsung Galaxy S21 Ultra 5G	All states except NY	NY only	×	×
Samsung Galaxy S21+ 5G	All states except NY	NY only	×	×
Samsung Galaxy S22	All states except NY	NY only	×	×
Samsung Galaxy S22 Ultra	All states except NY	NY only	×	×
Samsung Galaxy S22+	All states except NY	NY only	×	×
Samsung Galaxy Z Flip3 5G	All states except NY	NY only	×	×
Samsung Galaxy Z Flip4	All states except NY	NY only	×	×
Samsung Galaxy Z Fold4	All states except NY	NY only	×	×

# GOOGLE FI DEVICE PROTECTION SERVICE CONTRACT TERMS AND CONDITIONS

In all states except NY

There may be different or additional terms 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.

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 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, 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 Google North America Inc., the entity that sold You this Service Contract.

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

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

## WHEN COVERAGE BEGINS AND ENDS

If You purchase this Service Contract at the same time You purchase Your Covered Device(s), this Service Contract begins the date the Seller ships the Covered Device to You and will cover Your Covered Device up to the coverage end date on the Coverage Confirmation or until cancelled by either You or Us.

If you purchase this Service Contract on a date later than the date You purchase Your Covered Device(s), this Service Contract takes effect on the date of Your enrollment.

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

We reserve the right to deny coverage for any device that You do not register or that We do not approve as a

Covered Device. If we disapprove coverage, We will notify you within thirty (30) days of your enrollment and refund any Price collected.

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

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

## WHAT IS COVERED

- 1. Mechanical and Electrical Failure (Hardware Services):** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a defect in materials and workmanship, We will arrange to repair or replace the Covered Device.
- 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.** 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.
18. Consumables (including external housing, casings, consumer replaceable batteries, ink, paper, belts, lights, knobs, buttons, etc.) that do not affect the mechanical or electrical function of the Covered Device.

## 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 [fi.google.com](https://fi.google.com) or contact Us at 1-844-825-5234.** We will assist You to diagnose any technical difficulties that may exist with Your Covered Device. To the extent that Our diagnosis confirms a covered failure or damage, We will process Your claim and arrange for service.

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

## SERVICE OPTIONS

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

1. If We determine that Your Covered Device requires in-home/on-site service, We will repair Your Covered Device at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your device elsewhere, We will transport Your device to and from our repair center.
2. If Your Covered Device qualifies for carry-in service, we either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with you to take Your Covered Device for service and reimburse to you the cost for the repair (with applicable receipt) up to the Maximum Coverage

Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.

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

## REPLACEMENT OPTIONS

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

1. Replace Your Covered Device with a new or refurbished, device that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim.
2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device;
3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

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

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

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

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

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

## LIMITS OF LIABILITY

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

In addition, the following maximum limits apply:

The maximum number of repairs or replacements under Google Fi Device Protection 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 for hardware services claims during the coverage term.

### Service Fee (if applicable)

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

Service Fee Schedule:

	Equipment Category
Service Fee	See Service Fee Schedule on your Coverage Confirmation

## 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 **fi.google.com**.

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 Google Fi Device Protection 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.

# AMERICAN BANKERS INSURANCE COMPANY of FLORIDA

A Stock Insurance Company

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

## 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 Coverage Confirmation, and any endorsements attached to this Certificate.

A copy of the Master Policy under which this Certificate is issued is available for Your inspection by contacting Us at: 1-844-825-5234.

### DEFINITIONS

**Accessories** are those items included with Your Insured Product purchase. These may include the wall charger, USB charging cable and SIM. Accessories are eligible for coverage only when claimed as part of an Insured Product's reported Loss.

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

**Consumer Software** is software applications, branded by the Insured Product manufacturer, including but not limited to word processing, worksheets, and presentation software.

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

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

**Group** means the Product Owners who enroll in and We accept for coverage under the Master Policy and who also maintain Mechanical and Electrical Breakdown and ADH coverage for the Insured Product under a service and repair program approved by Us.

**Insured Product(s)** means Your Google Fi device as part of the service and device subscription program, listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Insured Product also includes its Accessories. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or Us.

**Loss** means an occurrence of a covered claim event, including but not limited to continuous or repeated exposure to

substantially the same general harmful conditions to the Insured Product, while this Certificate is in force.

**Malware** means any program, applications, scripts or code intended to contaminate data or damage an Insured Product's hardware or software. 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.

**Manufacturer** means the entity that designed and produced Your Insured Product.

**Master Policyholder ("Policyholder")** means Google North America, Inc., the organization that holds the Master Policy under which We issued this Certificate.

**Mechanical and Electrical Breakdown ("Hardware Services")** means the failure of the Insured Product due to a defect in materials and workmanship when operated according to the manufacturer's instructions. Mechanical and Electrical Breakdown does not include Accessories coverage.

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

**Pre-existing Condition(s)** means failures or defects with an Insured Product which You should have reasonably known to be present before coverage begins under this Certificate.

**Premium** means the amount the Policyholder pays or paid for this coverage.

**Product Owner, You, and Your** mean the person or entity whose Insured Product(s) is/are covered by this Certificate.

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

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

### WHEN COVERAGE BEGINS AND ENDS

If You were provided this coverage at the same time You purchased Your Insured Product(s), this Certificate begins the date You enroll in the service and device subscription program.

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

We reserve the right to deny coverage for any device that You do not register or that We do not approve as an Insured Product.

Should We disapprove Your coverage, We will notify You in writing within thirty (30) days and refund to the Policyholder any Premium paid.

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

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

### **WHAT IS COVERED**

We will cover the Insured Product(s) against direct, and sudden Loss, caused by Theft or Mysterious Disappearance.

During the coverage term, We also may provide You with other services specific to Your Insured Product(s). These limited benefits may include (but are not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, discounts, 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 pay a claim due to:

1. The setup, installation, or any data restoration of the Insured Product or the provisioning of equipment during Your service event. This includes the removal or disposal of any Insured Product replaced under this Certificate.
2. Damage caused by:
  - a. Misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Insured Product, including vandalism;
  - b. Exposure to environmental or weather conditions (including rust or corrosion);
  - c. Acts of God, or other external causes except as described in What Is Covered; or
  - d. Service performed by anyone not authorized by the manufacturer or Us.
3. Operating the Insured Product outside the permitted or intended use as described by the manufacturer.
4. An Insured Product with an altered, defaced, or removed serial number, or an Insured Product modified to alter its functionality or capability without the manufacturer's written permission.
5. Coverage only applies to an Insured Product returned to Us in its entirety (excludes Theft or Mysterious Disappearance).

6. Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer.
7. Damage related to any Malware.
8. Damage to Your data, either inputted, stored on, connected to, or processed by Your Insured Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
9. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Insured Product.
10. Damage caused by normal wear and tear or which is otherwise due to the normal aging of the Insured Product.
11. Pre-existing Conditions or defects that are subject to a manufacturer's warranty or recall.
12. Support for software other than the native Consumer Software or any Manufacturer-branded software designated as "beta," "prerelease," or "preview"; third party applications and their interaction with the Insured Product; or server-based applications.
13. Issues that could be resolved with a software upgrade.
14. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Insured Product, or anyone else with an interest in the Insured Product for any purpose, whether acting alone or in collusion with others.
15. 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.
16. Illegal trade or confiscation by any governmental authority.
17. Any liability for damage arising from delays or any consequential damages due to a claim.
18. Depreciation or obsolescence.
19. Claims to property held in inventory or held as stock in trade.
20. Any other act or result not described as covered under this Certificate.
21. ADH.
22. Mechanical and Electrical Breakdown.

## YOUR RESPONSIBILITIES

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

1. Back up all software and data that resides on Your Insured Product(s). DURING A CLAIM EVENT, WE MAY DELETE THE INSURED PRODUCT'S CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Insured Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.
2. Notify Your service provider of any Loss due to Theft or Mysterious Disappearance (when applicable).
3. Update software to currently published releases prior to seeking service.
4. As part of a claim or request for support, provide information about the symptoms and causes of the issues with the Insured Product.
5. Respond to requests for information, including but not limited to Your identification and proof of Insured Product ownership, the Insured Product's serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Insured Product, any error messages displayed, the actions which were taken before the Insured Product experienced the issue and the steps taken to resolve the issue.
6. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the Loss occurred. We will deny the claim if You fail to pay any applicable deductible as described below or fail to provide information relating to the failure or damage when asked.
7. Follow the instructions We give You:
  - a. For Mechanical and Electrical Breakdown or ADH Loss, this may include unlocking Your device, turning off device location features, resetting the Insured Product to factory settings, removing Your data/mobile wallet/registration from the Insured Product, refraining from sending Us devices and Accessories that are not subject to repair or replacement, and packing the Insured Product according to Our shipping instructions.
  - b. For Theft or Mysterious Disappearance Loss, this may include, enabling the security features on the Insured Product prior to the Loss and turning on lost mode as instructed during the claim process.

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

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

9. Submit to an examination under oath as well as an examination of the Insured Product either by Us or Our authorized servicer, if requested.
10. **Do not open the Insured Product as resulting damage is not covered by this Certificate. Only We, the Manufacturer, or an authorized servicer approved by Us should perform service on the Insured Product.**
11. Protect the Insured Product from further damage and comply with the manufacturer's permitted and intended use.

## HOW TO FILE A CLAIM AND REQUEST SUPPORT

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

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

**To file a claim or request support, contact Us at 1-844-825-5234.** We will assist You to diagnose any technical difficulties that may exist with Your Insured Product. To the extent that Our diagnosis confirms a covered Loss, We will process Your claim and arrange for a repair or replacement service as defined below.

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

## REPAIR OPTIONS

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

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

2. If the Insured Product qualifies for carry-in service, We either will setup a claim for the repair to be performed at an authorized repair center of Our choosing or arrange for You to take the Insured Product for service and reimburse to You the cost for the repair (with applicable receipt) up to the Maximum Coverage Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting the Insured Product to/from the repair center and assume any corresponding cost.
3. If We determine that the Insured Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) to ship the Insured Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Insured Product to You.

### REPLACEMENT OPTIONS

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

1. Replace the Insured Product with a new, refurbished, or recertified device that is of like kind and quality to the Insured Product. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim;
2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Policyholder to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device; or
3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

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

If You are not able to provide a credit card authorization when required, this advanced replacement option may not be

available and We will offer to You an alternative service option.

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

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

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

### LIMITS OF LIABILITY

A Maximum Coverage Per Claim is the lesser of the replacement value of the Insured Product or the original Insured Product purchase price, less any applicable deductible, that applies to each device repair or replacement (Maximum Coverage Per Claim).

In addition, the following maximum limits apply:

The maximum number of Mysterious Disappearance or Theft replacements is one (1) 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

### TERRITORY

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

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

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

### DEDUCTIBLES

You will be assessed a non-refundable deductible each time a repair or replacement is complete.

#### Deductible Schedule:

	Product
Deductible	See Service Fee Schedule on your Coverage Confirmation

## SUBROGATION

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

1. Assign to Us Your rights of recovery against any:
  - a. person; or
  - b. organization;
2. Give Us whatever assistance that:
  - a. is in Your power; and
  - b. We require to secure such rights; and
3. Do nothing after the Loss to prejudice Our rights.

## ASSIGNMENT

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

## LEGAL ACTION AGAINST US

No legal action may be brought against Us unless:

1. There has been full compliance with all of the terms and conditions of this Certificate; and
2. The action is brought within two (2) years after You have knowledge of the Loss.

## CANCELLATION

You may cancel coverage under this Certificate at any time for any reason by contacting the Policyholder or Us at 1-844-825-5234. We will refund to the Policyholder any unearned Premium paid on a pro-rata basis as of the cancellation date.

We or the Policyholder may cancel the Master Policy under which this Certificate originates by delivering notice to You at least thirty (30) days before the coverage cancellation date.

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

1. Cancel immediately for nonpayment of Premium by the Policyholder; if You no longer maintain active service with the Policyholder, are no longer a member of the Group, or if You exhaust Your claim limits. Should You no longer have any benefit available, We will send You notice within thirty (30) days from when You exhaust Your claim limits.
2. Cancel with thirty (30) days notice for discovery of fraud or material misrepresentation by You or any authorized user in obtaining coverage or in the presentation of a claim under this Certificate.

Notice of Cancellation, when required, will be by mail or delivered through electronic communication at Your last known mailing or electronic address on file with Us and will advise You of the reason for coverage cancellation and the

cancellation effective date. Proof of mailing or electronic communication will be sufficient proof of notice.

Any unearned Premium paid by the Policyholder at time of cancellation will be calculated pro-rata and refunded to the Policyholder.

## CHANGES AND RENEWALS

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

Should We change the terms of the Certificate, We may do so by providing You and the Policyholder with at least thirty (30) days notice. This notice will include a revised Certificate, endorsement, brochure, or other evidence indicating a change in the terms and conditions as well as a summary of any material changes. You may cancel coverage at any time. If the Policyholder pays the coverage Price after this notification, the change(s) to the terms will apply.

For those with either a month-to-month or other renewable term option, We have the right to non-renew coverage under this Certificate with thirty (30) days advance written notice to You.

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

## TRANSFER

Coverage under this Certificate is not transferable to another individual or entity.

## OTHER CONDITIONS

1. If You provide Your electronic address to Us or the Policyholder as part of Your enrollment, We may electronically deliver all notices, documents and communications related to Google Fi device protection to Your electronic address. You may opt out of electronic communication at any time.
2. We may choose to offer promotions from time-to-time under this Certificate 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 any State Endorsement of this Certificate 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.

# GOOGLE FI DEVICE PROTECTION SERVICE CONTRACT TERMS AND CONDITIONS

For devices in NY

There may be different or additional terms 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.

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 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, 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 Google North America Inc., the entity that sold You this Service Contract.

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

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

## WHEN COVERAGE BEGINS AND ENDS

If You purchase this Service Contract at the same time You purchase Your Covered Device(s), this Service Contract begins the date the Seller ships the Covered Device to You and will cover Your Covered Device up to the coverage end date on the Coverage Confirmation or until cancelled by either You or Us.

If you purchase this Service Contract on a date later than the date You purchase Your Covered Device(s), this Service Contract takes effect on the date of Your enrollment.

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

We reserve the right to deny coverage for any device that You do not register or that We do not approve as a

Covered Device. If we disapprove coverage, We will notify you within thirty (30) days of your enrollment and refund any Price collected.

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

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

## WHAT IS COVERED

- 1. Mechanical and Electrical Failure (Hardware Services):** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a defect in materials and workmanship, We will arrange to repair or replace the Covered Device.
- 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.** 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.
18. Consumables (including external housing, casings, consumer replaceable batteries, ink, paper, belts, lights, knobs, buttons, etc.) that do not affect the mechanical or electrical function of the Covered Device.

## 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 [fi.google.com](https://fi.google.com) or contact Us at 1-844-825-5234.** We will assist You to diagnose any technical difficulties that may exist with Your Covered Device. To the extent that Our diagnosis confirms a covered failure or damage, We will process Your claim and arrange for service.

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

## SERVICE OPTIONS

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

1. If We determine that Your Covered Device requires in-home/on-site service, We will repair Your Covered Device at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your device elsewhere, We will transport Your device to and from our repair center.
2. If Your Covered Device qualifies for carry-in service, we either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with you to take Your Covered Device for service and reimburse to you the cost for the repair (with applicable receipt) up to the Maximum Coverage

Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.

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

## REPLACEMENT OPTIONS

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

1. Replace Your Covered Device with a new or refurbished, device that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim.
2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device;
3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

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

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

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

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

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

## LIMITS OF LIABILITY

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

In addition, the following maximum limits apply:

The maximum number of repairs or replacements under Google Fi Device Protection 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 for hardware services claims during the coverage term.

### Service Fee (if applicable)

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

Service Fee Schedule:

	Equipment Category
Service Fee	See Service Fee Schedule on your Coverage Confirmation

## 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 [fi.google.com](https://www.google.com).

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 Google Fi Device Protection 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.

## GOOGLE FI DEVICE PROTECTION SERVICE CONTRACT TERMS AND CONDITIONS

For Moto G Power and Moto G Stylus in all states except MA, WA and NY

There may be different or additional terms 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.

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 in conformance with these terms and conditions. The Service Contract includes the Declarations Page, Terms and Conditions, state specific Addendums and any other applicable Addendums. **This Service Contract must be made available for inspection when You require service.**

**THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING AND BEYOND THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT.**

**You/Your** means the owner of the Product covered under this Service Contract.

**Service Contract Provider/We/Us/Our** 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, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 in all states except in California where the Service Contract Provider is Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578; in Florida where the Service Contract Provider is United Service Protection, Inc., 11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578; and in Oklahoma where the Service Contract Provider is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Service Contract Administrator** means the entity responsible for the administration of this Service Contract. The Service Contract Administrator is The Signal, 480 E. Swedesford Road, Suite 350, Wayne, PA 19087 in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P., 480 E. Swedesford Road, Suite 350, Wayne, PA 19087; and in Wisconsin where the Service Contract Administrator is Federal Warranty Service Corporation, 480 E. Swedesford Road, Suite 350, Wayne, PA 19087.

**Service Contract Seller** is Google Inc. including its applicable subsidiaries, 1600 Amphitheatre Parkway,

Mountain View, CA 94043, USA, the entity that sold the Service Contract to You.

**Product** means Your covered Google Fi communications device, including any standard accessories such as the device battery, wall charger, car charger, earbuds, and case included with Your Product purchase at no extra cost as listed on the Declarations Page, or at Our discretion, any replacements provided by Google, manufacturer, or by Us, under this Service Contract.

**Service Contract** means this Service Contract, which You have purchased to cover the Product described on the Declarations Page.

**Price** means the consideration paid for by You for this Service Contract.

### COVERAGE TERM:

If You purchased this Service Contract at the same time You purchased Your Product, this Service Contract will take effect on the date the Seller ships the Product to You and will cover Your Product up to the coverage end date on the Declarations Page or until cancelled by either You or Us.

If You purchased this Service Contract on a date later than the purchase of Your Product, this Service Contract will take effect on the date the Seller ships the Product to You and will cover Your Product up to the coverage end date or until cancelled by either You or Us. Please see Your coverage start date and coverage term on the Declarations Page for Your coverage specifics.

### WHAT IS COVERED:

**MECHANICAL AND ELECTRICAL BREAKDOWN** – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear. Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

**MECHANICAL AND ELECTRICAL BREAKDOWN AND ACCIDENTAL DAMAGE** – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear including accidental damage (such as drops, liquid spills, and cracks). Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

### IF YOU NEED SERVICE:

**All claims must be reported as soon as reasonably possible. This Service Contract covers only those claims reported within ninety (90) days of the date of the Product's failure.**

**HARDWARE AND SOFTWARE SUBSCRIBER ASSISTANCE:** To arrange for service, call the toll free number or visit Us at the website indicated on the **Declarations Page**. A service representative will assist You by telephone and/or remote online support to diagnose any technical difficulties that may exist with Your Product's hardware or preloaded manufacturer's software. To the extent that Our diagnosis confirms a covered hardware failure, We will process Your claim and arrange for any applicable service of Your Product. Our level of technical service does not support customized or proprietary software, applications not included by the manufacturer of Your Product at no additional cost, or software errors that confirm improperly functioning or defective software. Additionally, this Service Contract does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

**SERVICE LOCATION:** Repairs will be performed at an authorized repair center determined by Us. Service will be available and rendered during the regular working hours and workweek of the product repair centers. If Your Product requires an approved repair more than once within a sixty (60) day period, service must be completed by the original repair center.

**REPLACEMENT OPTION:** At Our option, following Our telephone diagnosis, We will either:

- 1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality if We are unable to repair Your Product or if the repair cost exceeds the current retail replacement value of Your Product. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product shall not exceed the maximum replacement value of the original Product less any applicable deductible. If We replace Your Product, We will ship the replacement product to You; or
- 2) Issue a cash credit equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible. The cash credit, with Your authorization, will be deposited in Your account with Google and may be used by You toward the purchase of any eligible replacement product of Your choice; or
- 3) Provide a settlement equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible.

When You receive either the replacement product, cash credit, or settlement, the damaged/unrepairable Product becomes Our property. You are responsible for returning the damaged/unrepairable Product to Us and any subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

Once We receive the damaged/unrepairable Product, We will inspect the Product and validate that the reported hardware failure is covered under this Service Contract. Should We determine that the failure resulted from an Exclusion in this Service Contract, We will contact You with Our findings and arrange either to:

- 1) Charge to You the difference between the value of the replacement product, cash credit, or settlement and the current market value of the damaged/unrepairable Product; or
- 2) Return the Product to You and charge You the value price of the replacement product, cash credit, or settlement; or
- 3) Return the Product to You after We receive the replacement product, cash credit, or settlement. The returned replacement product must be in the same condition that We sent it to You.

**DELAYS:** We will exercise reasonable efforts in providing service under this Service Contract, but We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

**PARTS:** Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of the term of coverage.

**MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the Seller or the manufacturer will pay for items covered under its express warranty; and We will pay for other covered items herein, not covered by the manufacturer's warranty. If You should contact Us for service on an item covered under the manufacturer's warranty We will refer You to the Seller.

**EXCLUSIONS:**

**MECHANICAL AND ELECTRICAL BREAKDOWN excludes: any loss, repair or replacement necessitated by acts of God; accidental, consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, spilled liquids, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the**

**Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; “no problem found” diagnosis or any defects that are subject to a manufacturer’s warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.**

**MECHANICAL AND ELECTRICAL BREAKDOWN AND ACCIDENTAL DAMAGE excludes: any loss, repair or replacement necessitated by acts of God; consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; “no problem found” diagnosis or any defects that are subject to a manufacturer’s warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.**

**WHAT YOU MUST DO:** In order to keep this Service Contract in force during the coverage term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer’s specifications, including cleaning and maintenance. It is Your responsibility to protect the Product from further damage and comply with the owner’s manual. You must notify the Service Contract Administrator in writing if Your address changes.

**INELIGIBLE FOR COVERAGE:** This Service Contract does not provide any service for property held in inventory or property held as Your stock in trade. Enrollment in this Service Contract is only available for new communications devices under manufacturer’s warranty or, at Our discretion, communications devices registered by You and approved for coverage by Us.

**CANCELLATION:** You may cancel this Service Contract at any time for any reason by mailing a request for cancellation or contacting the Service Contract Administrator at the website indicated on the Declarations Page.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, and the Price has been paid, and no claims have been paid, the contract is void and You will receive a full refund. In the event this Service Contract is cancelled after thirty (30) days or within the first thirty (30) days and You have made a claim, We will refund to You the unearned pro rata Price, less any claims paid up to the date of cancellation. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, We will cancel this Service Contract and return the full Price to You. If You cancel, We are not responsible to provide You with written notice of cancellation.

We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the reason for cancellation, at Your last known mailing or email 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.

**DEDUCTIBLE (if applicable):** You will be assessed a non-refundable deductible as shown on the Declarations Page each time a repair or replacement is completed.

**SHIPPING AND HANDLING FEE (if applicable):** You are responsible for payment of a non-refundable Shipping and Handling Fee each time a repair or replacement is shipped as shown on the Declarations Page.

**UNRECOVERED EQUIPMENT FEE (if applicable):** If the damaged/unrepairable Product is not returned to Us within fourteen (14) calendar days from the date We ship the replacement product to You, We will charge to You the non-refundable Unrecovered Equipment Fee listed on the Declarations Page.

We reserve the right to collect any Fee due to Us under this Service Contract prior to issuing a replacement product, cash credit, or settlement.

**TRANSFER:** This Service Contract is not transferable.

**RENEWAL:** For monthly term programs, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal. For term programs, We may, at Our option, renew this Service Contract; however, We are not obligated to offer You another Service Contract upon the coverage end date of this Service Contract or to accept a Service Contract renewal, in the event You tender one. If the Service Contract is renewed, We reserve the right to change the provisions of this Service Contract (including

Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal.

**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.

# 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: (844)-825-5234.

### 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 **product** under a service and repair program approved by **us**.

**"Group Policyholder"** ("**Policyholder**") means Google North America Inc., the organization that holds the Group Policy.

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

1. **your** new or reconditioned Google Fi communications device(s) as listed on **your** Google Fi 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 device battery, SIM card, and wall chargers.

**"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 as of the date shown on **your receipt**, the service agreement or **your** coverage confirmation 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 1-844-825-5234. 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. \$1500.00 applies to each Covered **loss** to repair or replace the **insured product**.

**Aggregate Limit of Liability:** A maximum of one (1) **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.

	Product
Deductible	\$59/\$69 per claim depending on device

**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 of this Certificate if this Certificate has been in effect for sixty (60) days or less;
  - b. sixty (60) days prior to the effective date of this Certificate 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.

## GOOGLE FI DEVICE PROTECTION SERVICE CONTRACT TERMS AND CONDITIONS

For Moto G Power and Stylus in MA, WA and NY and all other devices in all states

**There may be different or additional terms 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.**

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 in conformance with these terms and conditions. The Service Contract includes the Declarations Page, Terms and Conditions, state specific Addendums and any other applicable Addendums. **This Service Contract must be made available for inspection when You require service.**

**THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER’S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER’S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING AND BEYOND THE TERM OF THE MANUFACTURER’S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER’S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT.**

**You/Your** means the owner of the Product covered under this Service Contract.

**Service Contract Provider/We/Us/Our** 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, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 in all states except in California where the Service Contract Provider is Sureway, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578; in Florida where the Service Contract Provider is United Service Protection, Inc., 11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578; and in Oklahoma where the Service Contract Provider is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Service Contract Administrator** means the entity responsible for the administration of this Service Contract. The Service Contract Administrator is The Signal, 480 E. Swedesford Road, Suite 350, Wayne, PA 19087 in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P., 480 E. Swedesford Road, Suite 350, Wayne, PA 19087; and in Wisconsin where the Service Contract Administrator is Federal Warranty Service Corporation, 480 E. Swedesford Road, Suite 350, Wayne, PA 19087.

**Service Contract Seller** is Google Inc. including its applicable subsidiaries, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, the entity that sold the Service Contract to You.

**Product** means Your covered Google Fi communications device, including any standard accessories such as the device battery, wall charger, car charger, earbuds, and case included with Your Product purchase at no extra cost as listed on the Declarations Page, or at Our discretion, any replacements provided by Google, manufacturer, or by Us, under this Service Contract.

**Service Contract** means this Service Contract, which You have purchased to cover the Product described on the Declarations Page.

**Price** means the consideration paid for by You for this Service Contract.

### COVERAGE TERM:

If You purchased this Service Contract at the same time You purchased Your Product, this Service Contract will take effect on the date the Seller ships the Product to You and will cover Your Product up to the coverage end date on the Declarations Page or until cancelled by either You or Us.

If You purchased this Service Contract on a date later than the purchase of Your Product, this Service Contract will take effect on the date the Seller ships the Product to You and will cover Your Product up to the coverage end date or until cancelled by either You or Us. Please see Your coverage start date and coverage term on the Declarations Page for Your coverage specifics.

### WHAT IS COVERED:

**MECHANICAL AND ELECTRICAL BREAKDOWN** – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear. Should We repair Your Product, We will restore its hardware and preloaded manufacturer’s software functionality to the manufacturer’s written specifications.

**MECHANICAL AND ELECTRICAL BREAKDOWN AND ACCIDENTAL DAMAGE** – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear including accidental damage (such as drops, liquid spills, and cracks). Should We repair Your Product, We will restore its hardware and preloaded manufacturer’s software functionality to the manufacturer’s written specifications.

### IF YOU NEED SERVICE:

**All claims must be reported as soon as reasonably possible. This Service Contract covers only those**

**claims reported within ninety (90) days of the date of the Product's failure.**

**HARDWARE AND SOFTWARE SUBSCRIBER ASSISTANCE:** To arrange for service, call the toll free number or visit Us at the website indicated on the **Declarations Page**. A service representative will assist You by telephone and/or remote online support to diagnose any technical difficulties that may exist with Your Product's hardware or preloaded manufacturer's software. To the extent that Our diagnosis confirms a covered hardware failure, We will process Your claim and arrange for any applicable service of Your Product. Our level of technical service does not support customized or proprietary software, applications not included by the manufacturer of Your Product at no additional cost, or software errors that confirm improperly functioning or defective software. Additionally, this Service Contract does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

**SERVICE LOCATION:** Repairs will be performed at an authorized repair center determined by Us. Service will be available and rendered during the regular working hours and workweek of the product repair centers. If Your Product requires an approved repair more than once within a sixty (60) day period, service must be completed by the original repair center.

**REPLACEMENT OPTION:** At Our option, following Our telephone diagnosis, We will either:

- 1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality if We are unable to repair Your Product or if the repair cost exceeds the current retail replacement value of Your Product. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product shall not exceed the maximum replacement value of the original Product less any applicable deductible. If We replace Your Product, We will ship the replacement product to You; or
- 2) Issue a cash credit equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible. The cash credit, with Your authorization, will be deposited in Your account with Google and may be used by You toward the purchase of any eligible replacement product of Your choice; or
- 3) Provide a settlement equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible.

When You receive either the replacement product, cash credit, or settlement, the damaged/unrepairable Product becomes Our property. You are responsible for returning the damaged/unrepairable Product to Us and any

subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

Once We receive the damaged/unrepairable Product, We will inspect the Product and validate that the reported hardware failure is covered under this Service Contract. Should We determine that the failure resulted from an Exclusion in this Service Contract, We will contact You with Our findings and arrange either to:

- 1) Charge to You the difference between the value of the replacement product, cash credit, or settlement and the current market value of the damaged/unrepairable Product; or
- 2) Return the Product to You and charge You the value price of the replacement product, cash credit, or settlement; or
- 3) Return the Product to You after We receive the replacement product, cash credit, or settlement. The returned replacement product must be in the same condition that We sent it to You.

**DELAYS:** We will exercise reasonable efforts in providing service under this Service Contract, but We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

**PARTS:** Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of the term of coverage.

**MANUFACTURER'S WARRANTY:** During the manufacturer's warranty period, the Seller or the manufacturer will pay for items covered under its express warranty; and We will pay for other covered items herein, not covered by the manufacturer's warranty. If You should contact Us for service on an item covered under the manufacturer's warranty We will refer You to the Seller.

#### **EXCLUSIONS:**

**MECHANICAL AND ELECTRICAL BREAKDOWN excludes: any loss, repair or replacement necessitated by acts of God; accidental, consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, spilled liquids, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; "no problem found" diagnosis or any**

defects that are subject to a manufacturer's warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

**MECHANICAL AND ELECTRICAL BREAKDOWN AND ACCIDENTAL DAMAGE** excludes: any loss, repair or replacement necessitated by acts of God; consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; "no problem found" diagnosis or any defects that are subject to a manufacturer's warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

**WHAT YOU MUST DO:** In order to keep this Service Contract in force during the coverage term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. It is Your responsibility to protect the Product from further damage and comply with the owner's manual. You must notify the Service Contract Administrator in writing if Your address changes.

**INELIGIBLE FOR COVERAGE:** This Service Contract does not provide any service for property held in inventory or property held as Your stock in trade. Enrollment in this Service Contract is only available for new communications devices under manufacturer's warranty or, at Our discretion, communications devices registered by You and approved for coverage by Us.

**CANCELLATION:** You may cancel this Service Contract at any time for any reason by mailing a request for cancellation or contacting the Service Contract Administrator at the website indicated on the Declarations Page.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, and the Price has been paid, and no claims have been paid, the contract is void and You will receive a full refund. In the event this Service Contract is cancelled after thirty (30) days or within the first

thirty (30) days and You have made a claim, We will refund to You the unearned pro rata Price, less any claims paid up to the date of cancellation. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, We will cancel this Service Contract and return the full Price to You. If You cancel, We are not responsible to provide You with written notice of cancellation.

We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the reason for cancellation, at Your last known mailing or email 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.

**DEDUCTIBLE (if applicable):** You will be assessed a non-refundable deductible as shown on the Declarations Page each time a repair or replacement is completed.

**SHIPPING AND HANDLING FEE (if applicable):** You are responsible for payment of a non-refundable Shipping and Handling Fee each time a repair or replacement is shipped as shown on the Declarations Page.

**UNRECOVERED EQUIPMENT FEE (if applicable):** If the damaged/unrepairable Product is not returned to Us within fourteen (14) calendar days from the date We ship the replacement product to You, We will charge to You the non-refundable Unrecovered Equipment Fee listed on the Declarations Page.

We reserve the right to collect any Fee due to Us under this Service Contract prior to issuing a replacement product, cash credit, or settlement.

**TRANSFER:** This Service Contract is not transferable.

**RENEWAL:** For monthly term programs, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal. For term programs, We may, at Our option, renew this Service Contract; however, We are not obligated to offer You another Service Contract upon the coverage end date of this Service Contract or to accept a Service Contract renewal, in the event You tender one. If the Service Contract is renewed, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal.

**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.

# GOOGLE FI DEVICE PROTECTION SERVICE CONTRACT TERMS AND CONDITIONS

In all states except NY

There may be different or additional terms 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.

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 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, 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 Google North America Inc., the entity that sold You this Service Contract.

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

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

## WHEN COVERAGE BEGINS AND ENDS

If You purchase this Service Contract at the same time You purchase Your Covered Device(s), this Service Contract begins the date the Seller ships the Covered Device to You and will cover Your Covered Device up to the coverage end date on the Coverage Confirmation or until cancelled by either You or Us.

If you purchase this Service Contract on a date later than the date You purchase Your Covered Device(s), this Service Contract takes effect on the date of Your enrollment.

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

We reserve the right to deny coverage for any device that You do not register or that We do not approve as a

Covered Device. If we disapprove coverage, We will notify you within thirty (30) days of your enrollment and refund any Price collected.

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

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

## WHAT IS COVERED

- 1. Mechanical and Electrical Failure (Hardware Services):** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a defect in materials and workmanship, We will arrange to repair or replace the Covered Device.
- 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.** 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.
18. Consumables (including external housing, casings, consumer replaceable batteries, ink, paper, belts, lights, knobs, buttons, etc.) that do not affect the mechanical or electrical function of the Covered Device.

## 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 [fi.google.com](https://fi.google.com) or contact Us at 1-844-825-5234.** We will assist You to diagnose any technical difficulties that may exist with Your Covered Device. To the extent that Our diagnosis confirms a covered failure or damage, We will process Your claim and arrange for service.

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

## SERVICE OPTIONS

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

1. If We determine that Your Covered Device requires in-home/on-site service, We will repair Your Covered Device at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your device elsewhere, We will transport Your device to and from our repair center.
2. If Your Covered Device qualifies for carry-in service, we either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with you to take Your Covered Device for service and reimburse to you the cost for the repair (with applicable receipt) up to the Maximum Coverage

Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.

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

## REPLACEMENT OPTIONS

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

1. Replace Your Covered Device with a new or refurbished, device that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim.
2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device;
3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

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

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

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

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

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

## LIMITS OF LIABILITY

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

In addition, the following maximum limits apply:

The maximum number of repairs or replacements under Google Fi Device Protection 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 for hardware services claims during the coverage term.

### Service Fee (if applicable)

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

Service Fee Schedule:

	Equipment Category
Service Fee	See Service Fee Schedule on your Coverage Confirmation

## 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 **fi.google.com**.

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 Google Fi Device Protection 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.

# 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: (844)-825-5234.

### 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 **product** under a service and repair program approved by **us**.

**"Group Policyholder"** ("**Policyholder**") means Google North America Inc., the organization that holds the Group Policy.

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

1. **your** new or reconditioned Google Fi communications device(s) as listed on **your** Google Fi 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 device battery, SIM card, and wall chargers.

**"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 as of the date shown on **your receipt**, the service agreement or **your** coverage confirmation 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 1-844-825-5234. 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. \$1500.00 applies to each Covered **loss** to repair or replace the **insured product**.

Aggregate Limit of Liability: A maximum of one (1) **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.

	Product
Deductible	See Service Fee Schedule on your Coverage Confirmation

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 of this Certificate if this Certificate has been in effect for sixty (60) days or less
  - b. sixty (60) days prior to the effective date of this Certificate 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.

# AMERICAN BANKERS INSURANCE COMPANY of FLORIDA

A Stock Insurance Company

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

## 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 Coverage Confirmation, and any endorsements attached to this Certificate.

A copy of the Master Policy under which this Certificate is issued is available for Your inspection by contacting Us at: 1-844-825-5234.

### DEFINITIONS

**Accessories** are those items included with Your Insured Product purchase. These may include the wall charger, USB charging cable and SIM. Accessories are eligible for coverage only when claimed as part of an Insured Product's reported Loss.

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

**Consumer Software** is software applications, branded by the Insured Product manufacturer, including but not limited to word processing, worksheets, and presentation software.

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

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

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

**Insured Product(s)** means Your Google Fi device as part of the service and device subscription program, listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Insured Product also includes its Accessories. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or Us.

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

**Malware** means any program, applications, scripts or code intended to contaminate data or damage an Insured Product's hardware or software. 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.

**Manufacturer** means the entity that designed and produced Your Insured Product.

**Master Policyholder ("Policyholder")** means Google North America, Inc., the organization that holds the Master Policy under which We issued this Certificate.

**Mechanical and Electrical Breakdown ("Hardware Services")** means the failure of the Insured Product due to a defect in materials and workmanship when operated according to the manufacturer's instructions. Mechanical and Electrical Breakdown does not include Accessories coverage.

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

**Pre-existing Condition(s)** means failures or defects with an Insured Product which You should have reasonably known to be present before coverage begins under this Certificate.

**Premium** means the amount the Policyholder pays or paid for this coverage.

**Product Owner, You, and Your** mean the person or entity whose Insured Product(s) is/are covered by this Certificate.

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

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

### WHEN COVERAGE BEGINS AND ENDS

If You were provided this coverage at the same time You purchased Your Insured Product(s), this Certificate begins the date You enroll in the service and device subscription program.

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

We reserve the right to deny coverage for any device that You do not register or that We do not approve as an Insured Product.

Should We disapprove Your coverage, We will notify You in writing within thirty (30) days and refund to the Policyholder any Premium paid.

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

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

### **WHAT IS COVERED**

We will cover the Insured Product(s) against direct, and sudden Loss, caused by Theft, Mysterious Disappearance, ADH, as well as any Mechanical and Electrical Breakdown that occurs after the expiration of the manufacturer's warranty.

During the coverage term, We also may provide You with other services specific to Your Insured Product(s). These limited benefits may include (but are not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, discounts, 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 pay a claim due to:

1. The setup, installation, or any data restoration of the Insured Product or the provisioning of equipment during Your service event. This includes the removal or disposal of any Insured Product replaced under this Certificate.
2. Damage caused by:
  - a. Misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Insured Product, including vandalism;
  - b. Exposure to environmental or weather conditions (including rust or corrosion);
  - c. Acts of God, or other external causes except as described in What Is Covered; or
  - d. Service performed by anyone not authorized by the manufacturer or Us.
3. Operating the Insured Product outside the permitted or intended use as described by the manufacturer.
4. An Insured Product with an altered, defaced, or removed serial number, or an Insured Product modified to alter its functionality or capability without the manufacturer's written permission.
5. Coverage only applies to an Insured Product returned to Us in its entirety (excludes Theft or Mysterious Disappearance).

6. Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer.
7. Damage related to any Malware.
8. Damage to Your data, either inputted, stored on, connected to, or processed by Your Insured Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
9. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Insured Product.
10. Damage caused by normal wear and tear or which is otherwise due to the normal aging of the Insured Product.
11. Pre-existing Conditions or defects that are subject to a manufacturer's warranty or recall.
12. Support for software other than the native Consumer Software or any Manufacturer-branded software designated as "beta," "prerelease," or "preview"; third party applications and their interaction with the Insured Product; or server-based applications.
13. Issues that could be resolved with a software upgrade.
14. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Insured Product, or anyone else with an interest in the Insured Product for any purpose, whether acting alone or in collusion with others.
15. 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.
16. Illegal trade or confiscation by any governmental authority.
17. Any liability for damage arising from delays or any consequential damages due to a claim.
18. Depreciation or obsolescence.
19. Claims to property held in inventory or held as stock in trade.
20. Any other act or result not described as covered under this Certificate.
21. Mechanical and Electrical Breakdown that occurs during the manufacturer's warranty.

## YOUR RESPONSIBILITIES

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

1. Back up all software and data that resides on Your Insured Product(s). DURING A CLAIM EVENT, WE MAY DELETE THE INSURED PRODUCT'S CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Insured Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.
2. Notify Your service provider of any Loss due to Theft or Mysterious Disappearance (when applicable).
3. Update software to currently published releases prior to seeking service.
4. As part of a claim or request for support, provide information about the symptoms and causes of the issues with the Insured Product.
5. Respond to requests for information, including but not limited to Your identification and proof of Insured Product ownership, the Insured Product's serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Insured Product, any error messages displayed, the actions which were taken before the Insured Product experienced the issue and the steps taken to resolve the issue.
6. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the Loss occurred. We will deny the claim if You fail to pay any applicable deductible as described below or fail to provide information relating to the failure or damage when asked.
7. Follow the instructions We give You:
  - a. For Mechanical and Electrical Breakdown or ADH Loss, this may include unlocking Your device, turning off device location features, resetting the Insured Product to factory settings, removing Your data/mobile wallet/registration from the Insured Product, refraining from sending Us devices and Accessories that are not subject to repair or replacement, and packing the Insured Product according to Our shipping instructions.
  - b. For Theft or Mysterious Disappearance Loss, this may include, enabling the security features on the Insured Product prior to the Loss and turning on lost mode as instructed during the claim process.

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

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

9. Submit to an examination under oath as well as an examination of the Insured Product either by Us or Our authorized servicer, if requested.
10. **Do not open the Insured Product as resulting damage is not covered by this Certificate. Only We, the Manufacturer, or an authorized servicer approved by Us should perform service on the Insured Product.**
11. Protect the Insured Product from further damage and comply with the manufacturer's permitted and intended use.

## HOW TO FILE A CLAIM AND REQUEST SUPPORT

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

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

**To file a claim or request support, contact Us at 1-844-825-5234.** We will assist You to diagnose any technical difficulties that may exist with Your Insured Product. To the extent that Our diagnosis confirms a covered Loss, We will process Your claim and arrange for a repair or replacement service as defined below.

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

## REPAIR OPTIONS

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

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

2. If the Insured Product qualifies for carry-in service, We either will setup a claim for the repair to be performed at an authorized repair center of Our choosing or arrange for You to take the Insured Product for service and reimburse to You the cost for the repair (with applicable receipt) up to the Maximum Coverage Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting the Insured Product to/from the repair center and assume any corresponding cost.
3. If We determine that the Insured Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) to ship the Insured Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Insured Product to You.

### REPLACEMENT OPTIONS

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

1. Replace the Insured Product with a new, refurbished, or recertified device that is of like kind and quality to the Insured Product. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim;
2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Policyholder to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device; or
3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

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

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

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

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

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

### LIMITS OF LIABILITY

A Maximum Coverage Per Claim is the lesser of the replacement value of the Insured Product or the original Insured Product purchase price, less any applicable deductible, that applies to each device repair or replacement (Maximum Coverage Per Claim).

In addition, the following maximum limits apply:

The maximum number of Accidental Damage repairs or replacements is two (2) and the maximum number Mysterious Disappearance or Theft replacements is one (1) during any rolling twelve (12) month period beginning with the date of the first repair or replacement. No further repairs or replacements will be provided for the remainder of this period.

There are no repair or replacement limits for Mechanical and Electrical Breakdown claims during the coverage term.

### TERRITORY

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

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

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

### DEDUCTIBLES

You will be assessed a non-refundable deductible each time a repair or replacement is complete.

#### Deductible Schedule:

	Product
Deductible	See Service Fee Schedule on your Coverage Confirmation

## SUBROGATION

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

1. Assign to Us Your rights of recovery against any:
  - a. person; or
  - b. organization;
2. Give Us whatever assistance that:
  - a. is in Your power; and
  - b. We require to secure such rights; and
3. Do nothing after the Loss to prejudice Our rights.

## ASSIGNMENT

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

## LEGAL ACTION AGAINST US

No legal action may be brought against Us unless:

1. There has been full compliance with all of the terms and conditions of this Certificate; and
2. The action is brought within two (2) years after You have knowledge of the Loss.

## CANCELLATION

You may cancel coverage under this Certificate at any time for any reason by contacting the Policyholder or Us at 1-844-825-5234. We will refund to the Policyholder any unearned Premium paid on a pro -rata basis as of the cancellation date.

We or the Policyholder may cancel the Master Policy under which this Certificate originates by delivering notice to You at least thirty (30) days before the coverage cancellation date.

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

1. Cancel immediately for nonpayment of Premium by the Policyholder; if You no longer maintain active service with the Policyholder, are no longer a member of the Group, or if You exhaust Your claim limits. Should You no longer have any benefit available, We will send You notice within thirty (30) days from when You exhaust Your claim limits.
2. Cancel with thirty (30) days notice for discovery of fraud or material misrepresentation by You or any authorized user in obtaining coverage or in the presentation of a claim under this Certificate.

Notice of Cancellation, when required, will be by mail or delivered through electronic communication at Your last known mailing or electronic address on file with Us and will advise You of the reason for coverage cancellation and the

cancellation effective date. Proof of mailing or electronic communication will be sufficient proof of notice.

Any unearned Premium paid by the Policyholder at time of cancellation will be calculated pro-rata and refunded to the Policyholder.

## CHANGES AND RENEWALS

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

Should We change the terms of the Certificate, We may do so by providing You and the Policyholder with at least thirty (30) days notice. This notice will include a revised Certificate, endorsement, brochure, or other evidence indicating a change in the terms and conditions as well as a summary of any material changes. You may cancel coverage at any time. If the Policyholder pays the coverage Price after this notification, the change(s) to the terms will apply.

For those with either a month-to-month or other renewable term option, We have the right to non-renew coverage under this Certificate with thirty (30) days advance written notice to You.

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

## TRANSFER

Coverage under this Certificate is not transferable to another individual or entity.

## OTHER CONDITIONS

1. If You provide Your electronic address to Us or the Policyholder as part of Your enrollment, We may electronically deliver all notices, documents and communications related to Google Fi device protection to Your electronic address. You may opt out of electronic communication at any time.
2. We may choose to offer promotions from time-to-time under this Certificate 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 any State Endorsement of this Certificate 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.

## PIXEL PASS 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 Coverage Confirmation. This Service Contract covers the Covered Device(s) described on Your proof of coverage, 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 BREAKDOWN ISSUES. 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. They may include the wall charger, USB charging cable, and SIM. Accessories are eligible for coverage only when claimed as part of a Covered Device service event.

**Accidental Damage from Handling (“Damage”)** means during the Service Contract term, if You submit a valid claim on Your Covered Device notifying Us of a failure due to an event listed as a Coverage Type, We will arrange to service the Covered Device. Damage only applies to operational or mechanical failures caused by an accident from handling that results from an unexpected and unintentional external event. Refer to Your Coverage Confirmation to see if Damage is included in Your Coverage Type and available for Your device type.

**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.

**Coverage Type** means the package of services and covered events provided under this Service Contract as listed on Your Coverage Confirmation.

**Covered Device(s)** means Your Google Fi device as part of the service and device subscription program device(s), listed

on Your Coverage Confirmation. 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.

**Mechanical and Electrical Failure (“Breakdown”)** means during the Service Contract term, if You submit a valid claim on Your Covered Device, notifying Us of a defect in materials and workmanship due to an event listed as a Coverage Type, We will arrange to service the Covered Device.

**Power Surge:** means Covered Device failure resulting from a voltage oversupply while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Device to a power source. Refer to Your Coverage Confirmation to see if Power Surge is included in Your Coverage Type and available for Your device type.

**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 the entity that made available this Service Contract as listed on Your Coverage Confirmation.

**We/Us/Our** means the 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

This Service Contract begins upon the date You enroll in the service and device subscription program.

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.

Should We disapprove coverage, We will notify You within thirty (30) days of Your registration and refund any applicable 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

In exchange for the price paid, this Service Contract covers the following.

**Breakdown or Damage:** The labor and/or parts required to service the Covered Device Breakdown or Damage due to one or more of the events listed on Your Coverage Confirmation. Your Coverage Type selected at enrollment determines the events covered under this Service Contract.

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 are 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 serviced 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 or Damaged (when not included in Your Coverage Type).**
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.**
18. **Replaceable components that do not affect the mechanical or electrical function of the Connected Device or the improper removal or installation of replaceable components such as, modules, parts or peripherals.**

## 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 for 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 service, 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) Breakdown or Damage.

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

**To arrange for service, contact Us at 1-844-825-5234.** 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 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 You (with applicable receipt). You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.
3. If We determine that Your Covered Device is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Covered Device to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Covered Device to You.
4. In the event We are unable to repair Your Covered Device, We may at Our option choose to issue a settlement equal to the value outlined in the schedule below for the replacement of the Covered Device.

Equipment Category	Maximum Settlement Amount
See your coverage confirmation	The value of the replacement device, not to exceed the Maximum Coverage Per Claim.

5. Or, We will advance exchange Your Covered Device with a new or refurbished device of like kind and quality to Your Covered Device. While We will try to accommodate specific replacement preferences, this request is not guaranteed.

For advanced exchange, 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 an exchange 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 unable 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 a replacement device, 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 service to You, and Your Covered Device's eligibility to receive a particular method of service.

Should Your Service Contract Term expire during an approved Claim, Your term will automatically extend until the date when the claimed event is fulfilled.

**LIMITS OF LIABILITY**

Your Maximum Coverage Per Claim aligns with Your Covered Device's tier as outlined in the schedule below.

Equipment Category	Range	Maximum Coverage per Claim
See your coverage confirmation	N/A	\$1500.00

In addition, the following limits apply:

The maximum number of Damage repairs or replacements is two (2) during any rolling twelve (12) month period beginning with the date of the first repair or replacement. No further

Damage repairs or replacements for that device will be provided for the remainder of this period.

There are no limits for Breakdown claims during the coverage term.

**Service Fee**

You will be assessed a non-refundable service fee plus applicable sales tax each time a claimed event is fulfilled.

Service Fee Schedule:

	Equipment Category
Service Fee	See Service Fee Schedule on your Coverage Confirmation

**TERRITORY**

The service options and fees listed above for Covered Device services 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 **1-844-825-5234**.

If You cancel this Service Contract, Your membership with the Seller also will cancel.

If this Service Contract is cancelled 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 We will issue a full refund. After the first 30 days or when You incur a paid claim, this Service Contract will cancel on the last day of Your billing cycle in which cancellation is made.

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 this Service Contract 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.