

**T-MOBILE INSURANCE DEVICE PROTECTION PLAN P360 NY SAMPLE TERMS & CONDITIONS**  
 Your specific terms and conditions will be included in your Welcome Kit. See the Communication Device Protector Certificate Schedule, and Certificate of Insurance. To request a sample copy of the certificate call 1-866-450-5185.

**AMERICAN SECURITY INSURANCE COMPANY**

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

**CERTIFICATE SCHEDULE**

Policyholder: T-Mobile USA Inc. Policy Number: TIP2-105-NY-T-Mobile

Policy Group: Customers who enroll in and maintain coverage under the T-Mobile device protection program.

CONTACT INFORMATION	
Claims	1-866-866-6285 or mytmoclaim.com
Cancellation	1-800-937-8997 or my.T-Mobile.com
To obtain a copy of the Policy	1-866-866-6285

**Coverage Information**

PRODUCT	
Insured Product(s)	Your eligible T-Mobile device as listed under “Account” on your T-Mobile app.
Accessories	Any standard accessories included with the Insured Product purchase such as the removable battery, SIM card, and wall charger.
Lifecycle Coverage	N/A

WHEN COVERAGE BEGINS, AND ENDS	<p>If you enrolled for this coverage at the same time you purchased your insured product, this Certificate begins the date You enroll for coverage.</p> <p>If you enrolled for this coverage on a date later than the purchase of your insured product, this Certificate takes effect immediately upon passing a device inspection.</p> <p>If an Insured Product changes due to a replacement by the device seller, the manufacturer, or Us or due to a device upgrade, coverage ceases on the existing Insured Product and begins on the replacement/upgrade device when You activate the replacement device on the Policyholder’s network and we approve it for coverage.</p>
COVERAGE TERM	Month to month until cancelled by You or Us.

WHAT IS COVERED	
Covered Peril(s)	Accidental Damage from Handling (“ADH”), Theft, and Mysterious Disappearance.
Additional Benefits	N/A
Support	N/A

PREMIUM	
PREMIUM PAYMENT FREQUENCY	Monthly

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

Equipment Group	Premium Charge / Frequency
Tier 1	\$3.25* / Monthly
Tier 2	\$5.00* / Monthly
Tier 3	\$8.00* / Monthly
Tier 4	\$10.00* / Monthly
Tier 5 and BYOD	\$12.00* / Monthly
Tier 6	\$15.50* / Monthly

If You enroll in a coverage offering approved by Us that includes both this Certificate as well as Mechanical and Electrical Breakdown under a separate service and repair program, You will be billed a Premium charge as listed below.

Equipment Group	Premium Charge / Frequency
Tier 1	N/A
Tier 2	N/A
Tier 3	N/A
Tier 4	N/A
Tier 5 and BYOD	N/A
Tier 6	N/A

**DEDUCTIBLE**

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

Equipment Group(s)	Deductible
Tier 1	Accidental Damage All Other: \$10* Theft and Mysterious Disappearance: \$10*
Tier 2	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29* Accidental Damage All Other: \$49* Theft and Mysterious Disappearance: \$49*
Tier 3	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29* Accidental Damage: iPad \$49*; Apple Watch \$69* Accidental Damage: All Other \$99* Theft and Mysterious Disappearance \$99*
Tier 4	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29* Accidental Damage: iPad \$49*; Apple Watch \$69* Accidental Damage: All Other \$99* Theft and Mysterious Disappearance \$149*
Tier 5 and BYOD	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29* Accidental Damage: iPad \$49*; Apple Watch \$69* Accidental Damage: All Other \$99* Theft and Mysterious Disappearance \$249*
Tier 6	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29* Accidental Damage: iPad \$49* Accidental Damage: All Other \$199* Theft and Mysterious Disappearance \$499*  *Plus applicable tax

Decreasing or Increasing Deductibles and timeframes	N/A
---	-----

**CLAIMS**

Maximum Replacement Value	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 repair or replacement.
Claim Limits	The maximum number of repairs or replacements under P360 is five (5) during any rolling twelve (12) month period beginning with the date of the first repair or replacement. No further repair(s) or replacement(s) will be provided for the remainder of this period.

OTHER CONDITIONS	
Transfer of Coverage	N/A
Reimbursement	N/A

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

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

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

N/A	

## COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

### CERTIFICATE OF INSURANCE

#### INSURING AGREEMENT

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

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

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

#### DEFINITIONS

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

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

**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.

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

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

**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.

**Acts of God** means an accident or event that is the result of natural causes, without any human intervention or agency, that could not have been prevented by reasonable foresight or care, including but not limited to floods, earthquakes, landslide, mine subsidence, and mudflow.

**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.

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

**Manufacturer** means the entity that manufactured Your Insured Product(s).

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

**Mechanical and Electrical Breakdown (“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. If Battery Coverage is selected on the Certificate Schedule, Mechanical and Electrical Breakdown includes the Insured Product’s battery should its capacity hold an electrical charge of less than the percentage (%) listed on the Certificate Schedule. 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 You pay or paid for this coverage as listed on Your Certificate Schedule.

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

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

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

If You enroll in a coverage offering approved by Us that includes both this Certificate as well as Mechanical and Electrical Breakdown under a separate service and repair program, You will be billed a Premium charge as listed on Your Coverage Confirmation and at the frequency listed on Your Certificate Schedule.

## WHEN COVERAGE BEGINS AND ENDS

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

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

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

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

For those who purchase month to month coverage or a renewable term option (when offered), You also must be an active customer of the Policyholder to be covered under this Certificate. In

addition, coverage under this Certificate is continuous until either cancelled or not renewed by either You or Us.

## WHAT IS COVERED

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

If Technical Support Resources Coverage is selected on the Certificate Schedule, during the coverage term, We will provide You with technical support resources and tools applicable to Your Insured Product(s). Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), that relate to storing, retrieving, and managing of files, as well as determining when hardware service is required.

We will provide technical support for the following:

1. The Insured Product(s);
2. The operating system and software applications pre-installed by the manufacturer on the Insured Product;
3. Consumer Software; and
4. Connectivity issues between the Insured Product and its computer or other supported technology that meets the Insured Product’s connectivity specifications and runs an operating system supported by the Insured Product.

If Mobile Wallet Coverage is selected on the Certificate Schedule, in the event of Loss due to Theft or Mysterious Disappearance, this Certificate will reimburse to You the cost of any unauthorized mobile wallet usage from the date of Loss until You or the authorized user either disables the Insured Product or removes it from Your wallet. The benefit limit per Loss settlement for Mobile Wallet Coverage is indicated on the Certificate Schedule. We may require documentation from Your financial institution to support any unauthorized mobile wallet usage claim.

If ID Protection Coverage is selected on the Certificate Schedule, in the event of Loss due to Theft or Mysterious Disappearance, You may elect to receive ID protection to protect the authorized Insured Product user’s compromised personal information for the timeframe indicated on the Certificate Schedule.

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

## WHAT IS NOT COVERED

We will not pay a claim due to:

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

disposal of any Insured Product replaced under this Policy.

2. 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, 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 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. Any consumables that do not affect the mechanical or electrical function of the Insured Product.

## 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 event if You fail to pay any applicable deductible as described on the Certificate Schedule 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. You are responsible to protect the Insured Product from further damage and comply with the manufacturer's permitted and intended use.

## HOW TO FILE A CLAIM AND REQUEST SUPPORT

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

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

**To file a claim or request support, You may** contact Us at the contact information listed on the Certificate Schedule. We will assist You to diagnose any 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 the Insured Product, We, at Our option, will either:

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

For advanced replacement, We may require a credit card authorization or other method as security for the retail price of

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

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

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

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

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

### **LIMITS OF LIABILITY**

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

### **TERRITORY**

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

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

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

### **SUBROGATION**

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

1. Assign to Us Your rights of recovery against any:
  - a. person; or
  - b. organization;
2. Give Us whatever assistance that:
  - a. is in Your power; and
  - b. We require to secure such rights; and

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

### **ASSIGNMENT**

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

### **OTHER INSURANCE**

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

### **LEGAL ACTION AGAINST US**

No legal action may be brought against Us unless:

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

### **CANCELLATION**

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

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

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

1. We may cancel this Certificate by mailing or delivering written notice stating the reason for cancellation to Your mailing or electronic address last known to Us or as otherwise authorized by You, including the effective date of cancellation:
  - a. fifteen (15) days before the effective date if We cancel for nonpayment of premium or discovery of fraud or material misrepresentation in obtaining the certificate or in the presentation of a claim thereunder; or
  - b. sixty (60) days before the effective date of cancellation if We cancel for any other reason.
2. The cancellation notice will indicate the reason and effective date of cancellation or nonrenewal. All insurance under that Certificate will end on that date.
3. For nonpayment of premium, the notice shall state the amount due.
4. We may cancel immediately if You no longer maintain active service with the Policyholder or is no longer a member of the Group, or if You exhaust Your claim limits. Should You no longer have any benefits

available, We will send You notice within fifteen (15) days from when You exhausted Your claim limits. If notice is not timely sent, coverage shall continue notwithstanding Your Limits of Liability until We send notice of termination to You.

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

### **CHANGES AND RENEWALS**

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

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

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

For all other coverage terms, prior to the coverage end date, We at Our option, may choose to offer 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**

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

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

### **OTHER CONDITIONS**

1. If You provide Your electronic address to Us or the Policyholder as part of Your enrollment, We may electronically deliver all notices, documents and communications related to this Program to Your electronic address. You may opt out of electronic communication at any time.
2. We may choose to offer purchase benefits from time-to-time under this Certificate valued up to the limits regulated under state law.
3. If Reimbursement is selected on the Certificate Schedule, at the end of Your coverage term, if You did not incur any paid claims under this Certificate, We will reimburse You according to the reimbursement limit indicated on the Schedule. You must contact Us within the timeframe indicated on the Schedule to claim this benefit.

### **CONFORMITY TO STATUTE**

We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Certificate.

### **APPRAISAL**

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