

# VISIBLE PROTECT INSURANCE SAMPLE TERMS & CONDITIONS

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

## VISIBLE PROTECT INSURANCE

### AMERICAN SECURITY INSURANCE COMPANY

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: 866-576-1669.

### DEFINITIONS

**Accessories** are those items included with Your Insured Product purchase. These may include for smartphones, the device battery, SIM card, wall charger, and USB charging cable. 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.

ADH coverage only is available for smartphones, tablets, and watches.

**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 new or reconditioned Visible technology under manufacturer's warranty, listed on

Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Insured Product includes Accessories coverage. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or Us, as well as any subsequent upgrade device purchased or leased by You and registered with and approved by Us as an Insured Product.

**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 manufactured Your Insured Product.

**Master Policyholder ("Policyholder")** means Visible Service LLC, 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 You pay or paid for this coverage as listed on Your Coverage Confirmation.

**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.

### PREMIUM PAYMENT

A monthly Premium as listed on Your Coverage Confirmation will be charged to Your billing account on record.

	Premium per Insured Product Enrolled Under this Certificate	
	Tier 1	Tier 2
Premium Charge	\$8 plus applicable tax	\$9 plus applicable tax

### WHEN COVERAGE BEGINS AND ENDS

If You purchase this coverage on a date later than the date You purchase Your Insured Product(s), this Certificate begins on the date shown on Your Coverage Confirmation and will cover Your Insured Product through the coverage term or until cancelled by either You or Us.

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.

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 Coverage Confirmation.

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 ADH, Theft, and 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, 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 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, 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. Any consumables that do not affect the mechanical or electrical function of the Insured Product.
  22. Mechanical and Electrical Breakdown.
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 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.

### **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.

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, visit Us at [www.fastclaim.com/visible](http://www.fastclaim.com/visible). or contact Us at 1-866-576-1669.** 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 repairs or replacements under Visible Protect Insurance is two (2) during any rolling twelve (12) month period beginning with the date of the first repair or replacement. The second (2nd) repair or replacement shall constitute fulfillment of Our obligations under this Certificate and Your coverage will cancel.

## 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:

	Tier 1	Tier 2
Deductible	Smartphone only: The service fee for screen damage is \$29* when service is provided through an Assurant-authorized repair center, where available.  Accidental Damage: (All Other) iPhone: \$99* Android: \$199* Apple Watch: \$69*  Mysterious Disappearance or Theft: \$199*  *Plus applicable tax	Smartphone only: The service fee for screen damage is \$29* when service is provided through an Assurant-authorized repair center, where available.  Accidental Damage: (All Other) iPhone: \$99* Android: \$199* Apple Watch: \$69*  Mysterious Disappearance or Theft: \$280*  *Plus applicable tax

## SUBROGATION

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

1. Assign to Us Your rights of recovery against any:
  - c. person; or
  - d. organization;
2. Give Us whatever assistance that:
  - c. is in Your power; and
  - d. 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 1-866-331-3527. 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 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 either for nonpayment of Premium, if You no longer maintain active service with the Policyholder or 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 the 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 You at time of cancellation will be calculated pro-rata and refunded 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 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 You pay the coverage Price after this notification, You agree to these changes.

For those who purchase 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 Visible Protect Insurance 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 the State Disclosures section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck

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## E-CONSENT

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### CONSENT TO CONDUCT BUSINESS ELECTRONICALLY

Please print or download a copy of this Disclosure for your records

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

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

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

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

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

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

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

**How to Withdraw Consent.** You may withdraw Your consent to receive Communications electronically by contacting Us at 1-866-576-1669. Please allow a reasonable period of time to process Your request.

**How to Update Your Records.** It is Your responsibility to provide Us with true, accurate and up-to-date contact information. You can update Your information by contacting Us at 1-866-576-1669. Please do not send confidential information to Us via traditional e-mail, as We cannot guarantee that the transmission will be secure.

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

**Requesting Paper Copies.** At no additional cost to You, You may request a paper copy of any Communication by contacting Us at 1-866-576-1669.

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

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