

Wireless Devices Service Agreement

TERMS AND CONDITIONS

“You” and “Your” indicates the service contract holder and purchaser of this service contract, as shown on the Schedule Page.

“We”, “Us”, and “Our” indicates the provider, Assurant Services of Puerto Rico, Inc., Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918.

TERM: Protection starts on the Contract Start Date as shown on the Schedule Page. If Your billing option of this service contract is monthly, the term of this service contract is renewed by Your payment of the monthly charge. If the monthly charge is not paid, coverage will terminate.

WHAT IS COVERED: Service performed hereunder shall consist of labor and parts necessary to restore or replace Your wireless product and similar wireless equipment as listed on the Schedule Page to normal operating condition, up to the maximum number of replacements established in the Schedule page, within a twelve (12) month period beginning on the date of loss of the first replacement under the program.

REPLACEMENT OPTION: At Our option, We may replace Your covered product with a new or refurbished product of like kind and quality if We are unable to repair Your product, or where the cost for repair may exceed the current retail replacement value of Your covered product. The price of the replacement product shall not exceed the retail purchase price of the original covered product. The new product replacement will automatically be considered as covered property under this Contract, except where You opt to cancel Your Contract, in such case We will proceed as stated in the Cancellation section of this document. If We replace Your covered product, the original product will become Our property.

PARTS NON-AVAILABILITY: In the event that replacement parts needed for repair cannot be attained within a period of thirty (30) days, We will proceed as stated in the “REPLACEMENT OPTION” section of this contract. In neither event shall the retailer and/or provider be liable for any damages as a result of the unavailability of replacement parts.

ACCIDENTAL DAMAGE: The service contract provides protection against accidental damage to the covered product (for example: falling off Your hands, or a car, or water damage) resulting from the handling of such product and that is not intentionally caused by You.

IF YOU NEED SERVICE: To locate or arrange for service, call the toll free number on the Schedule Page. We will select an Authorized Repair Center which will contact You to arrange for Your service. You should contact Us if the completion of Your repair is not satisfactory.

TYPES OF SERVICE AND SERVICE LOCATION: Service can be provided in an Authorized Repair Center or Vendor’s location, or by mail.

In the event service is provided by an Authorized Service Center (Carry-In Service), as indicated in the Schedule Page, repairs will be performed at an Authorized Repair Center or in the Vendor’s location. You are responsible for the delivery of Your product to the repair center for performance of the repairs and for pickup of the product following completion of the service work.

In the event service is by mail, the repair or replacement will be provided by standard mail. We will ship you a postage paid shipping labeled box with the instructions for You to return the Product to a authorized repair center, at no cost to You.

AVAILABILITY OF SERVICE: Service will be available Monday through Saturday 9:00am - 9:00pm local time.

DELAYS: We shall not be liable for any damages arising out of delays; and in no event shall We be liable for consequential damages. In the event Your repair requires more than thirty (30) days to complete, the expiration date of Your service contract will be extended until the repair is completed, except when parts needed for repair cannot be attained, in which case We will proceed as stated in sections “PARTS NON-AVAILABILITY” and “REPLACEMENT OPTION”.

PARTS: Materials furnished as replacements for parts will be drawn from Our service contractor’s inventory of new or rebuilt parts and components.

MANUFACTURER’S WARRANTY: During the manufacturer’s warranty period, the manufacturer will pay for items covered under its expressed warranty; and We will pay for other covered items herein, not covered by the manufacturer’s warranty.

If You should call for service on an item covered under the manufacturer's warranty We will refer Your call to the manufacturer.

WHAT IS NOT COVERED: (1) Parts, units, components, batteries, or subassemblies of the product that are covered by the manufacturer's, dealer's, or repairer's warranty; (2) merchandise that does not have a limited warranty; (3) any accessory, other than accessories included at no extra cost in Your wireless equipment purchase package, unless such accessory is listed on the Schedule Page; (4) any antenna connected to or used with the covered product; (5) property held in inventory or property held as Your stock in trade; (6) used products or products that do not have a manufacturer's warranty; or (7) injuries to a person or damages to property caused by any covered or non-covered part.

SERVICES NOT COVERED: This service contract does not cover service, maintenance, repair, or replacement necessitated by any loss or damage occurring prior to the issuance of this service contract and resulting from (1) any cause other than normal usage, such as, but not limited to loss or damage due to misuse, neglect; (2) unauthorized repair by others; (3) lack of manufacturer's recommended maintenance; (4) any commercial use; (5) inherent design defect in the product; (6) rust, corrosion, insect infestation, fire, water, windstorm, hail, earthquake, theft or burglary, negligence, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, any intentional acts caused by You, power reductions or fluctuations, lightning, flood, malicious mischief, civil commotion, arson or explosion. **IN NO EVENT SHALL THIS SERVICE CONTRACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE.** This service contract does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product from the manufacturer. This service contract does not cover repair or replacement caused by defects that existed prior to this contract purchase.

WHAT YOU MUST DO: Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered product is Your responsibility.

CANCELLATION:

- a) You may cancel this contract at any time for any reason by mailing a request for cancellation and the original copy of this contract or calling us at 1-800-937-8997.
- b) If You cancel within ten (10) days of delivery or twenty (20) days from the date of mailing of this service contract, and You have paid in full the contract purchase price, and have not made a claim under the contract, You will receive a refund in the amount of one hundred percent (100%) of the contract purchase price.

In case You cancel after the first twenty (20) days from receipt of this contract or if a claim has been made under this contract, We will refund the unearned amount of the charge. A 10% penalty per month shall be added to a refund, added to the total purchase price, if we do not pay the refund within thirty (30) days after We receive from You the request for cancellation and the original copy of the contract.

- c) We may cancel immediately for (1) nonpayment; (2) material misrepresentation; or (3) fraud. If We cancel, We shall mail written notice to Your last know mailing address, at least fifteen (15) days prior to the effective date of cancellation and You shall be refunded as described in item b. of this section.
- d) If this contract was inadvertently sold to You on a product which was not intended to be covered by this contract, We will have the right to cancel during the enrollment period and if during this same period You have not made a claim a claim under the contract, We will return the full purchase price of the contract to You. If a claim has been made, We will proceed as described in item b. of this section.

DEDUCTIBLE: If Your service contract has a deductible it will be specified in the Schedule Page and You are responsible for payment of that deductible each time a repair or replacement is completed. Payment is due to Us.

UNRECOVERED EQUIPMENT FEE: This unrecovered equipment fee applies when You don't return the original Product to Us within ten (10) calendar days from the date We ship the replacement product to You. This fee is non-refundable. The amount of this fee is included on the Specifications Page.

REPEAT SERVICE: If Your product requires service more than once within a sixty (60) day period, it must be completed by the same Authorized Repair Center.

TRANSFER: This service contract is not transferable.

SPECIAL PROVISION: Obligations of Assurant Services of Puerto Rico, Inc. under this service contract are guaranteed under a service contract reimbursement insurance policy. If Assurant Services of Puerto Rico, Inc. fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company, Caribbean American Property Insurance Company, at the following address: Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918, or call the Toll Free number at 1-800-981-8888.

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR CERTIFICATE OF INSURANCE

GENERAL PROVISIONS

We agree to provide coverage subject to the terms and conditions set forth in this Certificate, the Declarations Page and the applicable coverage section attached to this certificate.

DEFINITIONS

Group Policyholder means the organization named in the certificate declarations and who holds the group policy.

We, us and our means Caribbean American Property Insurance Company.

Certificateholder means the person or entity whose property is covered by this certificate and named in the certificate declarations.

Insured Property means any of the following items covered by this certificate:

- a. any wireless communication's device which is either scheduled or endorsed onto this certificate; and
- b. the accessories included at no extra cost in the wireless communication's device purchase package.

Loss means an accident, including continuous or repeated exposure to substantially the same general harmful conditions to the **insured property**, while this certificate is in force.

GENERAL CONDITIONS

Certificate Period/Territory: Coverage applies only to the **losses** which occur during the period indicated in the Declarations Page.

The property will be covered anywhere in the world; however, repairs and replacements will only be made in and losses will only be adjusted in:

1. the United States, its:
 - a. territories; or
 - b. possessions; and
2. Puerto Rico.

Duties After Loss: In the event of **loss** or damage, which may become a claim under an individual certificate, the **certificateholder** is required to:

1. promptly notify:
 - a. **us**; or
 - b. **our** duly authorized representative.
2. send to **us**, within sixty (60) days after **our** request, or as soon as practical, the **certificateholder's** signed, sworn proof of **loss**

which sets forth, to the best of the **certificateholder's** knowledge and belief:

- a. the date, time and cause of **loss**,
 - b. the **certificateholder's** interest and the interest of all others in the property and all liens on the property;
 - c. specifications of the damages to the property.
3. protect the **insured property** from further damage;
 4. prepare an inventory of damaged property, showing the quantity, description and amount of **loss**. Attach all bills, receipts and related documents that justify the figures in the inventory;
 5. exhibit the damaged **insured property** as often as **we** reasonably require;
 6. submit to an Examination Under Oath; and
 7. cooperate with **us** in the investigation or settlement of the claim.

In the event of **loss** or damage due to theft, burglary, 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 **loss** or damage or file proof of **loss** as stated above may invalidate a claim under this certificate.

Reinstatement of Limit After Loss: The Maximum Replacement Value will not be reduced by the settlement of any claim.

Deductible: In the event of a covered **loss**, **we** will not repair or replace the covered equipment unless **our** cost will exceed the deductible shown on the Declarations Page.

Loss Settlement: If the **insured property** suffers a covered **loss**, **we** will at **our** option, repair or replace, within forty (45) days of receipt of proof of loss. If **we** elect to replace the **insured property**, **we** will replace with new or, at **our** option, refurbished property of like kind and quality.

Settlement of **loss** will be made after the covered **loss** is determined under this certificate, and within thirty (30) days after:

- a. **we** reach agreement with the **certificateholder**;
- or
- b. entry of a final judgment.

If **we** elect to replace the equipment, the **certificateholder** is obligated to surrender upon **our** request the original replaced equipment.

We will not in any case settle for more than the maximum number of replacements established in the Declaration's Page, or the applicable Maximum Replacement Value less the deductible.

Abandonment: There will be no abandonment to us of any property.

Salvage: If we settle a claim on the insured property and the certificateholder and/or we recover property:

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, the insured will:

1. assign to us, his rights of recovery against any:
 - a. person; or
 - b. organization;
2. give us whatever assistance that:
 - a. is in his 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 will be sent by mail by us to the policyholder and to the certificateholders at least sixty (60) days prior to the date the waiver or change take effect. The written notice will be accompanied by a copy of the new certificate or brochure with insurance terms and conditions.

Assignment: This certificate may not be assigned to another person without our written consent. We will have no liability under this certificate in the case of assignment without such written consent.

Other Insurance: The maximum number of replacements specified in the Declaration's Page of this Policy and certificates will be reduced by each event the insured property is replaced under any other wireless protection program, regardless such program is considered insurance or not.

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 started within one (1) year of the date of loss.

Cancellation of Certificates: We reserve the right to cancel the certificate:

1. If the certificateholder cancels the coverage within the first thirty (30) days of coverage effective date. The certificateholder should mail us, or any of our authorized agents, written notice when the cancellation shall be effective. The unearned premium will be refunded, except where a claim has been made.
2. For non-payment of premium. We will mail written notice to the policyholder and certificateholder, fifteen (15) days prior the effective date of cancellation.

3. Upon termination of the group master policy by Us or the policyholder. We will send notice of cancellation at least sixty (60) days prior to the effective date of cancellation. If the policyholder cancels the policy, notice of cancellation will be mailed at least thirty (30) prior to the effective date of cancellation.
4. On the date the maximum number of replacements stated in the Declarations Page have been reached. We will mail written notice to the policyholder and certificateholder within first (15) fifteen days the maximum number of replacement was reached. Cancellation will not take place until said notice has been mailed. Proof of mailing shall be sufficient proof of notice. At the certificateholder's request, coverage may be reinstated twelve (12) months after the date the maximum number of replacements was reached, subject to the conditions and provisions of this certificate.

Proof of mailing shall be sufficient proof of notice. When this certificate is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded.

Termination: Certificates will terminate automatically on the date the certificateholder is no longer a member of the covered group.

Refunding: Any unearned premium will be calculated pro rata and refunded to the Group Policyholder.

Term/Continuous Renewal: The term of the certificate is monthly and will be automatically renewed every thirty (30) days subject to the group policyholder's premium payment.

The certificate documents originally issued will remain in effect until revised documents are issued to the certificateholder or until the cancellation of the group policy.

Concealment or Misrepresentation: Coverage will be cancelled if, whether before or after a loss, the certificateholder has:

1. concealed or misrepresented any material fact or circumstance concerning this insurance; or
2. made false statements or engaged in fraudulent conduct relating to this insurance.

Written notice will be mailed to the policyholder and the certificateholder fifteen (15) days, prior the effective date of cancellation.

No Benefit to Bailee: No person or organization, other than the certificateholder, having custody of the property will benefit from this insurance.

Replaced Property: The new replacement property is automatically covered as insured property of the certificateholder for the remainder of the certificate period.

Physical Environment: The certificateholder agrees to take due care to maintain a physical environment (levels of temperature, humidity, dust) in keeping with the recommendations of the manufacturer of the property.

Liberalization: If **we** adopt any revision which would broaden the coverage under this certificate without additional premium within sixty (60) days prior to or during the coverage period, the broadened coverage will immediately apply to this certificate.

Conformity to Statute: This certificate is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

In Witness Whereof, **We** have caused this Certificate to be executed and attested, but this Certificate will not be valid unless countersigned, if required, by **Our** duly authorized agent.



Jeannie Aragón
ASSISTANT SECRETARY



Federico Grosso
PRESIDENT

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR LEVEL 3 ENDORSEMENT COVERAGE SECTION

Definitions:

Accidental Damage means an unexpected and unintentional external event that results in "physical" damage to the **insured property**. The damage shall not be foreseeable and shall be beyond the control of the insured.

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

Mechanical and Electrical Breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

Nuclear Hazard means any nuclear reaction or radiation of any radioactive contamination from any other cause.

Preexisting Condition means failures or defects which the **certificateholder** should have reasonably known to be present prior to the effective date of this certificate.

Property Covered: We will cover the **certificateholder's insured property** shown on the Declarations Page.

Covered Causes of Loss: We will provide coverage to the **certificateholder's insured property** against direct, sudden and accidental loss or damage caused by:

1. fire or lightning;
2. windstorm;
3. explosion or smoke;
4. riot or civil commotion;
5. aircraft and vehicles;
6. marine perils while on ferries and/or in cars or transfers in connection with land conveyances;
7. vandalism or malicious mischief,
8. theft;
9. burglary; or
10. mysterious disappearance.

Property Not Covered: We will not pay for loss to:

1. property held in inventory or held as stock in trade; and
2. property used for any commercial purposes.

3. any antenna connected to or used with the **insured property**.

Causes of Loss Not Covered:

- A. We will not pay for loss to **insured property** caused by or resulting from:
 1. depreciation or obsolescence;
 2. corrosion, rust or mold;
 3. **preexisting condition**, wear and tear, gradual deterioration;
 4. failure to follow manufacturer's maintenance recommendations;
 5. error or omission in design or system configuration, faulty construction or any original defect in the **insured property**;
 6. delay or loss of market, loss of income or interruption of business;
 7. intentional and/or dishonest acts by the **certificateholder**, or anyone else with an interest in the **insured property**, or the **certificateholder's** employees or authorized representatives or anyone entrusted with the **insured property**;
 8. voluntary parting with the **insured property** by the **certificateholder** or anyone else to whom the **certificateholder** has entrusted the item if induced to do so by any fraudulent scheme, trick, device or false pretense;
 9. 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;
 10. **nuclear hazard**;
 11. repair or service, including installment, of **insured property** caused by error in machine programming or instructions to the machine;
 12. illegal trade or confiscation by any governmental authority;
 13. a **computer virus**;
 14. **accidental damage**; or
 15. **mechanical and electrical breakdown**.
- B. Regardless of the cause of loss, we will not pay the following additional costs incurred as a result of any loss:
 1. extra expenses, programming, data reconstruction, data recovery or program installation or reconfiguration; or
 2. costs which are recoverable under any product warranty.



Federico Grosso
PRESIDENT