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# Electronic Device Protection

With Accidental Damage

Underwritten by: Allmerica Financial Benefit Insurance Company

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## INTRODUCTION

This is a Policy between you and us. Your rights and duties under this Policy may not be assigned without our written consent. Please read your policy carefully.

The items covered under this policy, limit of insurance, deductible amount and your premium are shown on your Policy Declaration page. Your Personal Electronic Device Protection Policy will only cover the items listed on the Policy Declaration page.

The words you, your and yours refers to the person(s) or organization(s) listed as the Named Insured in Item 1 of your Policy Declaration page. We, us, our and ours refers to the insurance company providing this coverage, as indicated on the Policy Declaration page.

Your policy includes and your coverage is subject to an Insuring Agreement, an explanation of What To Do If You Have A Loss, and General Rules and Conditions. Your policy may also include one or more endorsements. An endorsement is a document which changes your policy. The agreements and endorsements made part of this policy at time of issue are listed in Item 4, Forms, Endorsements & Provisions on your Declaration page.

This policy applies ONLY to loss occurring during the policy period shown on your Declaration page and only for the Items and Limits of Insurance selected and shown on your Declaration Page.

## THE INSURING AGREEMENT

**What This Agreement Covers:** We will cover direct physical loss caused by accidental damage, theft, burglary, robbery, fire, flood, vandalism, natural disasters and power surge due to lightning for the insured product(s) listed on your Policy Declaration page.

**Policy Period:** Period for which coverage is in force as stated on your Policy Declaration page. A loss must occur within this period to be covered.

**Policy Territory:** This agreement protects your covered property against direct physical loss or damage worldwide. In return for your premium, we will provide the protection stated in your Personal Electronic Device Protection Policy for the Coverage and Limits of Insurance as selected and shown on your Policy Declaration page.

**Insurable Interest:** We do not cover more than your insurable interest in any property. Therefore, the limit of insurance must represent the replacement cost value of the property you are insuring.

**Limit of Insurance:** The limit of insurance for your selected coverage as shown on the Declaration page, applies to all losses arising from any one event. Any amount we pay will not reduce your coverage for future losses.

**Your Deductible:** When you applied for this insurance, you selected a deductible. This deductible is shown on the Declaration page. Your deductible applies first to each loss. Then we will pay any amount over this deductible up to the limit of insurance for your selected coverage.

**Property We Will Not Cover:** The policy does not cover video games, DVD's, CD's, MP3 files, ring tones, contact lists, video screen savers, headphones, applications, programs, pictures, video files, audio files, and data.

## LOSSES WE WILL NOT COVER

**Corrosion & Rust:** We will not cover loss or damage caused by or resulting from corrosion, rust or changes in humidity or temperature.

**Cosmetic Damage:** We will not cover loss for Cosmetic damage. Cosmetic damage means damage or changes to physical appearance of the covered property that does not impede or hinder the normal operational function of the scheduled property such as scratches, abrasions, change in color, texture, or finish.

**Dishonest Acts:** We will not cover loss or damage caused by your dishonesty or anyone acting for you. Nor do we cover any loss or damage arising from your illegal acts whether committed alone or in collusion with others.

However, if the loss is caused by an act arising out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss, this exclusion does not apply to an otherwise covered loss suffered by another insured who did not cooperate in or contribute to the act that caused the loss.

**Electrical Breakdown:** We will not cover loss or damage to electrical equipment caused by electricity other than lightning. If a fire results, we will pay for the loss or damage caused by the fire.

**Intentional Acts:** We will not cover loss or damage caused by your intentional damage or destruction of property covered under this policy.

**Mechanical Breakdown:** We will not cover loss or damage caused by mechanical breakdown or system failure if not caused by accidental damage. If a fire or explosion ensues, we will pay for that loss or damage.

**Nuclear Hazard:** We will not cover loss or damage caused directly or indirectly by nuclear reaction, nuclear radiation, or radioactive contamination. Loss caused by nuclear hazard is not considered loss caused by fire, explosion, smoke or any other insured peril. Direct loss by fire resulting from the nuclear hazard is covered.

**Theft From An Unattended Vehicle:** We will not cover loss or damage that is caused by or resulting from theft from an unattended vehicle except when it is securely locked, its windows are fully closed, and there is visible evidence that entry into the vehicle was forced.

**Unexplained Loss or Mysterious Disappearance:** We will not cover loss or damage where the only proof of loss is unexplained or is caused by the disappearance of property without the knowledge as to place, time or manner of its loss. If your property was stolen, you are required to notify the local police immediately upon discovery. This policy does not provide coverage if you fail to notify the police.

**War-Government Seizure:** We will not cover loss or damage caused directly or indirectly by: War (including undeclared war or civil war); or a warlike action by a military force; or invasion, insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these. We will not cover your property if it is seized or destroyed under quarantine or Customs regulations, or confiscated by any government or public authority.

**Wear & tear:** We will not cover loss or damage caused by or resulting from wear and tear, gradual deterioration, insect or vermin. Wear and Tear means the reduction in value to the Insured Product stemming from routine use and exposure.

## **YOUR DUTIES IN THE EVENT OF LOSS OR DAMAGE**

You must do the following in the event of loss or damage:

- (1) Report the loss or damage to us or our agent within ninety (90) days of the loss or damage. We or our agent will supply you with a Loss Report Form which you must complete.
- (2) You must contact us or our agent prior to any repair or replacement of covered property. All repair/replacement facilities must be approved by us prior to providing any services. We will not accept estimates from unapproved vendors.
- (3) Notify the local police immediately upon discovery of the loss if the loss is a theft, fire, or vandalism;
- (4) Do everything possible to protect the property from further loss;
- (5) Separate the damaged property from the undamaged property.
- (6) Provide to us or our agent proof of ownership for the covered property including any records such as receipt, bill of sale, or paid invoice.
- (7) If requested, allow us to question you under oath, at such times as may be reasonably required about any matter relating to this Policy or your claim including your records. In such event, your answers to our questions must be signed.
- (8) Send us or our agent a sworn Proof of Loss Statement containing the information we request to settle the claim. This statement gives us the details of damaged property. You must do this within 60 days after our request.

## **SETTLEMENT OPTIONS**

At our discretion, your loss will be settled at replacement cost value with no deduction for depreciation, less the deductible listed on your Declaration page.

- (1) We will pay the current cost of repair or replacement but not exceeding the lesser of the following options:
  - a) The full cost of repair including parts and labor;
  - b) Replacement cost at the time of loss or adjustment based on a Refurbished item of like kind and quality;
  - c) Replacement cost at the time of loss or adjustment based on a New item of like kind and quality;

- d) The coverage amount listed on your Declaration page;
- (2) When we repair or replace the covered property, it may be from the retailer or stock of the retailer from whom the covered property was purchased. If we determine this is not practical, a different retailer may be used at our discretion.

When the identical item is no longer manufactured or is not available, we will pay the lesser of the cost of a new article or refurbished article similar to that damaged or destroyed which is of comparable quality and usefulness, but in no event will we pay more than the limit of insurance that applies to the covered property. Payment will be made within 30 days after we reach agreement with you.

## **GENERAL RULES AND CONDITIONS**

These general rules and conditions apply to your policy. Policies in some states differ and these exceptions to the general rules are shown where applicable.

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

**APPRAISAL:** If you and we do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to us, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by you and us.

**ASSIGNMENT:** This policy may not be assigned without our written consent.

**BENEFIT TO OTHERS:** Insurance under this coverage will not directly or indirectly benefit anyone having custody of your property.

**CANCELLATION:** You may cancel this policy at any time.

To cancel, you must return the Declaration page to us or our agent. If you cannot return the Declaration page, you must tell us in writing the date which you want coverage to end. The date cannot be before the date of the writing.

If you cancel your policy, your refund will be figured by the short rate method, subject to a minimum premium of \$20.

If we cancel the policy, we will mail notice to you at your last known mailing address at least 75 days before your coverage will end. Notice of cancellation will state the effective date of cancellation and reason for cancellation. The policy period will end on that date. You will get a refund of any unearned premium as promptly as possible. If we cancel, the refund will be pro rata. The termination of your coverage will be effective whether or not you have been paid the refund.

No policy which has been in effect for sixty days or more will be canceled by us except for one of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, or in presenting a claim under the policy;
- (3) Any insured violating any of the terms and conditions of the policy; or
- (4) The risk originally accepted has substantially changed.

When cancellation is for nonpayment of premium, we will give at least 10 days' written notice of cancellation accompanied by the reason for cancellation.

**NONRENEWAL:** We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us. We will mail or deliver these notices at least 60 days before the:

- (1) Expiration of the policy; or
- (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- (1) you fail to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to you and to your agent, at least 20 days before the expiration date;

- (2) fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, or in presenting a claim under the policy
- (3) any insured violating any of the terms and conditions of the policy;
- (4) the risk originally accepted has substantially increased;

**SALVAGE AND RECOVERIES:** If we pay you for the cost to replace insured property, we retain all salvage rights for remaining parts and/or recovered property.

### **MISREPRESENTATION, CONCEALMENT OR FRAUD:**

This policy will not provide coverage if you mislead us, willfully conceal information, misrepresent any material information or attempt to defraud us, or lie to us about any matter concerning the insurance, either before or after a loss.

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is engaged in insurance fraud. Unintentional errors or oversights will not affect your coverage.

### **SUBROGATION**

In the event of a loss, you may be able to recover part or all of your loss from someone other than us. Because of this, you must do all that is possible after loss to preserve any rights you may have to such recovery. If we make a payment under this policy, your right of recovery then belongs to us. You must help us as much as you can to enforce these rights.

An innocent insured who is the subject of criminal domestic violence by another insured cannot waive his or her right to recover. We retain all rights set forth by this subrogation condition with regard to our right to recover, up to the amount we pay, for loss caused by an act of criminal domestic violence.

### **SUIT AGAINST US**

You agree not to sue us to recover under the policy unless you have lived up to all of the terms of this policy.

If you do sue us, you agree to do so within (12) months from the date you first became aware of the loss. State law gives you more time when your loss occurs in these states:

Missouri: ten (10) years;

Michigan, South Dakota: six (6) years;

Arkansas, Kansas and Florida: five (5) years;

Wyoming: four (4) years;



New Hampshire, North Carolina, North Dakota and Utah: three (3) years;  
Alaska: 3 years after the date that the claim was denied;  
Maryland: within 3 years from the date it accrues;  
Georgia, Kentucky, Maine, Massachusetts, Minnesota, Oregon, Virginia: two (2) years;  
Texas: 2 years and 1 day from the date the cause of action first accrues;  
Louisiana, New York: 24 months;  
Illinois: the one year period is extended by the number of days between the date the proof of loss was filed and the date the claim is denied in whole or in part.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

### **POLICY CHANGES**

Policy changes can only be made by attachment of a written form to the policy. Nothing else, including notice to our agent, will change this policy or alter any of its terms.

### **STATE LAW**

Any part of this policy which conflicts with the laws of your state is automatically changed to conform to the law.

### **PAIRS, SETS OR PARTS**

If your loss involves pairs, sets or parts, we may elect to repair or replace any part or restore the pair or sets to its value before the loss. Or, we may elect to pay the difference in the value of the property before and after the loss.