

Tech Device Coverage

Introduction

The terms and conditions (the “Plan”) stated herein constitute a legal contract between you and Tech Device Coverage (“TDC”). The terms herein require disputes between you and Tech Device Coverage to be resolved through binding arbitration, and limits our liability to you. Read this plan carefully and completely. Do not purchase insurance if you do not agree with the terms and conditions stated herein.

Obligor:

The Company obligated under this agreement is Tech Device Coverage, whose address is 3390 Auto Mall Drive, Westlake Village, CA 91362, and phone number is 800-955-4623.

Definitions:

1. “We”, “us”, “our” mean the Company obligated under this Plan.
2. “You” and “your” mean the Individual that purchased this Plan for personal purposes.
3. “Covered devices” and “covered products” mean item(s) qualifying for insurance coverage and owned by you.
4. “Replacement device” and “replacement product” means a new, refurbished, or remanufactured product of similar or equal functionality and features that performs to the factory specifications of the covered product.

Instructions:

The terms and conditions stated herein constitute the entirety of the agreement between you and us.

The covered product must be in good working order upon purchase of insurance. The following is required from you for each covered device when purchasing coverage:

1. A good quality image of the front of your insured device,
2. A good quality image of the back of your insured device,
3. A good quality image showing the serial number of your insured device.

You must follow manufacturer instructions as stated in the owner’s manual. Failure to follow manufacturer instructions pertaining to proper maintenance and care of the covered device may result in the denial of coverage.

Coverage Term:

This Plan begins on the day you purchase insurance coverage. There is a thirty (30) day waiting period before coverage begins and you can submit a claim. Coverage under this Plan begins 31 days after your Plan term begins. No coverage is provided during the 30 day waiting period.

Upon cancellation or expiration of this Plan, coverage will extend for 30 days after the end date of the Plan.

If your device is undergoing repairs at the end of this Plan, then the term of this Plan will be extended until the completion of the repairs, as approved by us, have been completed.

Scope of Coverage:

This Plan covers labor costs and costs for replacement parts for device damage or breakdown which occurs during the Plan coverage term and is not covered under any other insurance policy, warranty, or service policy up to the limits of insurance coverage purchased by you.

What is Covered:

Accidental damage and theft of computers or mobile phones owned by you and registered by you on techdevicecoverage.com when insurance is purchased or provided to our agent when insurance coverage is purchased by you.

What Is Not Covered:

Accessories which are not part of the original device as sold by the manufacturer, to include video games, ring tones, contact lists, programs, applications, headphones, screen savers, audio files, video files, data, pictures, cases, and merchandise for sale.

Corrosion, rust, and natural wear and tear or damage resulting to property from ordinary use and exposure over time are not covered by this Plan.

Cosmetic damage is not covered by this Plan. Cosmetic damage is damage or changes in physical appearance of the insured property, which does not affect, impede, or hinder the normal operation of the covered property. Examples of cosmetic damage includes, but is not limited to, change in color, texture, scratches or abrasions.

We will not cover damage or loss caused by electricity other than lightning.

We will not cover intentional acts by you which result in loss or damage of the covered property.

We will not cover theft from an unattended vehicle unless the vehicle was locked with its windows fully closed, and there are signs of forced entry to the vehicle.

We will not cover an inexplicable disappearance of your device in which you have no knowledge as to the time, place, or manner of the loss of the insured device.

We will not cover damage of your device if you have no knowledge as to the time, place, or manner of the damage of the insured device.

We will not cover against loss or damage caused by or resulting from:

- hostile or warlike action in time of peace or war, including action hindering combating, or defending against an actual impending or expected attack;
 - by any government or sovereign power (de jure facto), or by any authority maintaining or using military, naval, or air forces; or
 - by military, naval, or air forces;
 - by an agent of any such government power, authority, or forces

- any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation of trade.

NUCLEAR EXCLUSION:

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that this coverage shall not apply to any loss, damage, or expense due to or arising out of, whether directly or indirectly, nuclear reaction, radiation, or radioactive contamination regardless of how it was caused. However, subject to all provisions of this plan, the direct physical damage to the property insured, located within the United States or any territory of the United States or Puerto Rico by fire directly caused by the above excluded perils, is insured, provided that the nuclear reaction, radiation, or radioactive contamination was not caused, whether directly or indirectly, by any of the perils excluded by this plan. Nothing in the above wording shall be construed to cover any loss, damage, liability, or expense caused by nuclear reaction, radiation, or radioactive contamination arising directly or indirectly from the aforementioned above.

Your Responsibilities In The Event Of Damage Or Theft Of Insured Device:

1. Log into techdevicecoverage.com and file a claim within 60 days of the damage or theft of your device.
2. A document, such as a sales receipt for the insured property, which shows your proof of ownership,
3. File a police report if the claim is for theft. Upload a copy of the police report for your claim on techdevicecoverage.com.
4. Provide to us any other documents requested by us to substantiate the claim.
5. Repairs must be performed by a certified vendor. Vendors must be approved by us prior to commencement of the repair.
6. Receipts from approved vendors on damaged claims must be uploaded by you on your claim.

Our Claim Settlement Options:

If your device incurs damage or experiences a breakdown or your device is stolen, we will at our discretion reimburse you for the cost of authorized repairs or replacement for the covered device up to your coverage limit.

Fraud, Concealment, Misrepresentation:

Coverage will not be provided if you, or anyone acting on your behalf, attempt to defraud us, willfully conceal or misrepresent any information concerning the insurance for a covered device.

Anyone who performs a duplicitous act with the intent to obtain an improper payment from an insurer is committing insurance fraud.

Abandonment:

There will be no abandonment of any property to us.

Assignment:

Insurance for the device insured by us may not be assigned without our written consent.

Benefit to Others:

Insurance coverage will not directly or indirectly benefit anyone, person or business, who is in possession of the covered property owned by you.

Cancellation:

You may cancel coverage for the insured device by mailing or delivering to written notice of cancellation. If you do not specify a cancellation date on your correspondence, then the effective date will be the date we process your written notice of cancellation.

We may cancel insurance coverage for your insured device by postal mail to the address you provided us, or electronic mail to the email associated with your account:

- a) Cancellation may be made effective immediately if you intentionally conceal or misrepresent any information in purchasing insurance from us, provide false information regarding claims on your insured devices, engage in fraudulent conduct, or make false statements.
- b) Cancellation may be made within 15 days of nonpayment of the insurance premium, or cancellation may be made within 30 days for any other reason
- c) The notice of cancellation will include the effective date of the cancellation.

Regardless of whether you or we cancel coverage, you will be refunded any unused premium on a pro-rated basis.

Salvage and Recovery:

In the event we pay for the total cost of the insured property, then we retain salvage rights for the insured property and/or the parts thereof.

Subrogation:

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

State Law:

Portions of the terms stated herein which come in conflict with the laws of your state are hereby modified to adhere to said laws.

Arbitration:

In the event that we cannot resolve a dispute with you, you and we agree to resolve disputes through binding arbitration or small claims court. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions or other representative proceedings. All arbitration is governed by the Federal Arbitration Act. To begin arbitration, send a written Notice of Claim by certified mail addressed to Legal Department, Tech Device Coverage, 3390 Auto Mall Drive, Westlake Village, CA 91362.

Suits, Actions, Proceedings: No suit or action or proceedings for the recovery of any claim under this Coverage shall be sustainable in any court of law or equity unless the same is commenced within twelve (12) months after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this Coverage is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit to time permitted by the laws of such State to be fixed herein.