



# Risk Management Services

## PHLYSENSE PROGRAM

### Terms and Conditions

THESE TERMS AND CONDITIONS (the "Terms and Conditions") for participation in the **PHLY**Sense Program are entered into by the entity listed on the signature page of this Agreement (the "Insured" or "You").

- Terms of Use.** If You elect to participate in the PHLYSense Program (the "Program"), being offered by Philadelphia Indemnity Insurance Company ("PHLY"), You will be provided remote sensor equipment ("Equipment"), remote monitoring services and web portal access, all free of charge. The Insured's receipt of equipment from PHLY and participation in the Program is expressly conditioned on the Insured's acceptance of these Terms and Conditions.
- Device Ownership.** Devices are the property of PHLY and PHLY retains all right, title and interest in and to the Devices provided to the Insured. If the Insured's insurance policy with PHLY is not renewed or is cancelled, or upon PHLY's reasonable request at any time, all equipment will be disabled. In these circumstances, the Insured accepts responsibility for the replacement cost of any lost, stolen, or broken equipment or equipment that has not been returned to PHLY.
- Program Eligibility Requirements.** The Insured represents and warrants that they are a current policyholder with property coverage from PHLY.
- Equipment Installation.** The Insured agrees to install the equipment within thirty (30) days of receipt from PHLY (the "Installation Period"). If the Insured does not install the equipment within the Installation Period, the Insured agrees to return the equipment to PHLY, at the Insured's sole cost and expense, within thirty (30) days of receipt of the equipment from PHLY. Failure to install or return unused devices within 30 days may result in an administrative service fee charge not to exceed \$2,500 per month after the first 30 days.
- Collection and Use of Device Data.** The Insured agrees that by signing below and participating in the Program, PHLY may access the equipment directly and retain any data collected from the equipment. The Insured acknowledges and agrees that PHLY may use any data collected from equipment in its claims handling process, including in a determination of the Insured's liability. The Insured further agrees to respond to/acknowledge alerts as they occur.
- Building Sale or Transfer.** The Insured agrees to notify PHLY immediately if a building is removed from their location schedule or equipment is transferred to another building so that the information may be updated.
- Changes to Program.** PHLY reserves the right to modify or terminate the Program at any time and for any reason.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Company name

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