

# Welcome to Mobile Insurance

Important Information,  
including Terms and Conditions

Effective November 1, 2020

Mobile Insurance program details

Monthly Premium/Charges	\$8.99 per mobile number enrolled.
Claim Limits	Two claims within any consecutive 12 months with a maximum device value of \$2,500 per occurrence. If you were previously enrolled in Protect Insurance for 4 or Protect Insurance for 1, claims from such programs that are less than 12 months old will be carried forward and applied to the claim limits of a newly issued coverage certificate for Mobile Insurance.
Replacement Device	Claims may be fulfilled with new or Certified Restored equipment, which is previously opened, and/or used (which may be refurbished or remanufactured, and may contain original or non-original replacement parts) of the same model or other models of like kind and quality. See att.com/certifiedrestored for details on these devices. Colors, features and accessory compatibility are not guaranteed.
Screen Repair of Device	As soon as same-day repair may be available for eligible devices in select areas. Same day repair option depends upon claim approval time, parts availability, and technician availability. Repairs are performed by an Asurion-certified technician and come with a 12-month limited warranty. Repairs may use new or refurbished parts and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. Newly-launched device models may not be eligible for screen repair. For a partial list of eligible devices, see the Partial List of Screen Repair Eligible Devices in this brochure. Go to <b>phoneclaim.com/att</b> to see if your device is eligible for repair. Areas and devices subject to change at any time.

\* Claims approved by 6PM ET are shipped same day and, in most cases, delivered within two days.

Covered Incidents	Lost, stolen, accidental physical or liquid damage, and out-of-warranty malfunctions.
Cancellation Policy	You may cancel your optional insurance coverage at any time and receive a refund of your unearned monthly premium/charges. We may cancel or change terms by giving you prior written notice as required by law. Any unearned premium/charges will be refunded to you.
Covered Equipment	<b>Phone</b> —Includes wireless phone, standard battery, standard battery charger and SIM card. <b>Wireless Home Phone</b> — Includes wireless home phone device, power cord, back-up battery, phone cable, and SIM card. <b>Tablet</b> — Includes wireless tablet device, and if part of loss, standard battery charger, and SIM card. For coverage to apply to a particular device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss. For current and updated program terms, see att.com/miterms.
Bring Your Own Device	When you activate your own device on the Liberty Mobile network, it may be eligible for enrollment in device protection within 30 days. If the device make/model is currently or was previously sold by AT&T or Liberty Mobile the applicable replacement and screen repair Deductible Tier for that specific make/model applies for all approved claims. For a non-AT&T or non-Liberty Mobile device make/model, Device Tier C applies. Replacement options will vary depending on Deductible Tier. Device must be in good working condition and may be subject to inspection prior to enrollment.

<b>Dispute Resolution</b>	<p>In the unlikely event we cannot informally resolve any disputes, including any claims under the Mobile Insurance program, you will be required to:</p> <p>1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH THE COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS.</p>	
<b>Replacement Deductibles</b>	<p>A non-refundable deductible will be charged for each approved claim. Deductible amounts are based on device tiers.</p>	
		Standard Deductible
	Tier A	\$25
	Tier B	\$50
	Tier C	\$125
	Tier D	\$200
	Tier E	\$250
<b>Screen Repair Deductibles</b>	Tier F	\$299
	To see the deductible for your device, please visit <a href="http://phoneclaim.com/att">phoneclaim.com/att</a> .	
	Equipment	Standard Deductible
	Tier A	N/A
	Tier B	N/A
	Tier C	\$49
	Tier D	\$49
	Tier E	\$49
	Tier F	\$49

Partial List of Covered Devices	
Updated as of November 2020	
<b>Device Tier A</b> <i>Deductible: \$25</i>	LG K40™ Samsung Galaxy® J3
<b>Device Tier B</b> <i>Deductible: \$50</i>	Apple® iPhone® 5/5C/5S Samsung Galaxy J7
<b>Device Tier C</b> <i>Deductible: \$125</i>	Apple® iPhone® SE/6/6+ Apple® Watch Series 3 GPS + Cellular, Aluminum Case, All Bands Samsung Galaxy S5/S6 Samsung Galaxy Note 4/5 Bring Your Own Device (a non-AT&T or non-Liberty Mobile make/model)
<b>Device Tier D</b> <i>Deductible: \$200</i>	Apple® iPhone® 6S/6S Plus/7/8/XR/11 Apple® iPhone® 7 Plus 32GB & 128GB Apple® iPhone® 8 Plus 64GB & 128GB Apple® Watch Series 3/4 GPS + Cellular, Stainless Steel Case, Sport Bands Apple® Watch 4 GPS + Cellular, Aluminum Case, All Bands LG G8X ThinQ Samsung Galaxy S8/S8+ /S9/S9+ /S10e Samsung Galaxy Note 8 Google Pixel 4
<b>Device Tier E</b> <i>Deductible: \$250</i>	Apple® iPhone® 7 Plus/8 Plus 256GB Apple® iPhone® X/XS/XS Max Apple® iPhone® 11 Pro/Pro Max Apple® Watch Series 3 GPS + Cellular, Ceramic Case, All Bands Apple® Watch Series 3/4 GPS + Cellular, Stainless Steel Case, Hermes Bands Google Pixel 4 XL Samsung Galaxy Note 9/10/10+ Samsung Galaxy S10 Samsung Galaxy S10+ 128GB & 512GB Samsung Galaxy S20 5G, S20 5G+ and S20 Ultra 5G
<b>Device Tier F</b> <i>Deductible: \$299</i>	Apple® iPad® Pro 11"/12.9" 1 TB Samsung Galaxy S10+ 1TB Samsung Galaxy Fold

To see the deductible amount for your device, go to [phoneclaim.com/att](http://phoneclaim.com/att) or call Asurion Customer Care at 888-562-8662. Some devices may be moved to a different deductible tier during their lifecycle.

Partial List of Screen Repair Eligible Devices Table	
Below is a partial list of screen repair eligible devices. To see if your device is eligible for repair, go to <b>phoneclaim.com/att</b> . Eligible devices and available areas are subject to change at any time.	
<b>\$49 Screen Repair Deductible</b>	Apple® iPhone® 7/7 Plus Apple® iPhone® 8/8 Plus Apple® iPhone® X/XR/XS/XS Max Apple® iPhone® 11/Pro/Pro Max LG G6/V30/V35 ThinQ Samsung Galaxy Edge S®7/S®7 Edge+ Samsung Galaxy S®7/S®8/S®9/S®10 S10 5G/S10E Samsung Galaxy S®8+/S®9+/S®10+ Samsung Galaxy Note 8/9/10/10+/10+ 5G

Important Disclosures for Mobile Insurance

Coverage Is Optional

Mobile Insurance is an optional insurance coverage that you are not required to purchase in order to purchase services or devices. Mobile Insurance is underwritten by Continental Casualty Company, Chicago, IL, a CNA company (CNA), and administered by Asurion Protection Services, LLC (in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), a licensed agent of CNA. Program enrollment and replacement authorization shall be at the sole discretion of CNA, Asurion, the program administrator; or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate and applicable law.

Limitations and Exclusions

The insurance coverage does contain limitations and exclusions. For example, intentional damage, cosmetic damage and device failures due to faulty parts or workmanship are excluded. Complete exclusions and limitations can be found in the included Coverage Certificate.

Customer Satisfaction

Asurion and CNA strive to satisfy every customer and ask that you allow us the opportunity to resolve any question, concern or complaint you may have by calling us at 888.562.8662.

Communications

Mobile Insurance program and legal notices will be sent via email, unless not permitted by law. If notices cannot be sent via email or if an email address is not provided, the information will be mailed.

Easy Claim Process

To file a claim quickly and easily, visit phoneclaim.com/att or call 888.562.8662.

- Representatives are available to help you Monday through Friday from 8 a.m. to 10 p.m. ET; Saturday and Sunday from 9 a.m. to 9 p.m. ET.
- Report the claim within 60 days of the date of loss.
- If your device was lost or stolen, please contact Liberty Mobile Customer Care to temporarily suspend service and prevent unauthorized use.
- If your device is defective or has been damaged, and you are being provided a replacement device, it must be returned using the prepaid shipping label provided with your replacement device.  
Non-return charges of up to \$850 may be added to your wireless bill for failure to return your defective or damaged device.
- Once your claim is approved, you can receive your replacement device within two days.

Other Coverage

The included Coverage Certificate may provide a **Duplication Of Coverage** already provided by a consumer's personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy or other source of coverage. This insurance is primary over any other insurance you may have. Unless otherwise licensed, Liberty Mobile associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverage. Questions regarding this plan should be directed to CNA's licensed agent, Asurion Protection Services, LLC (in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.).

The included Coverage Certificate is the entire agreement between CNA and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided (including the exceptions set forth in Section X. STATE CHANGES). For questions regarding the coverage provided under this Coverage Certificate, please call or write to:

**Asurion Protection Services, LLC (in Puerto Rico,  
Asurion Protection Services of Puerto Rico, Inc.)  
Customer Care Center  
P.O. Box 411605 • Kansas City, MO 64141-1605  
Telephone: 888.562.8662**

In the unlikely event we cannot informally resolve any disputes, including any claims under the attached Mobile Insurance Certificate, please be aware that **THE FOLLOWING TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VIII. G. OF THE INCLUDED TERMS AND CONDITIONS.**

NOTE: Any person who, knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree.

All applicable taxes and surcharges extra. Offers may be modified or discontinued at any time. All trademarks, service marks, and logos are the property of their respective owners.

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# Commercial Inland Marine Communications Equipment Coverage Certificate

Some provisions in this Coverage Certificate (“Certificate”) restrict coverage. Read this entire Certificate carefully. It sets forth each party’s rights and duties and what is and is not covered.

In this Certificate, the words “you” and “your” refer to the “Insured Subscribers.” The words “we,” “us” and “our” refer to Continental Casualty Company, a CNA Company (“CNA”), the Illinois stock insurance company providing this insurance.

In this Certificate, the words “Authorized Representative” and “Asurion” refers to Asurion Protection Services, LLC except as follows: In Puerto Rico, “Asurion” refers to Asurion Protection Services of Puerto Rico, Inc.

Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS.

A copy of the policy under which this Certificate is issued is available for your inspection.

## I. COVERAGE.

Subject to all of the terms, conditions, exclusions, and limits of insurance contained in this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any Loss (as defined in Section IX. DEFINITIONS) to the Covered Property occurs while your coverage is in effect.

### Information About Your Coverage

With regard to all enrollment requests, the coverage specified in this Certificate begins at 12:01 a.m. of the date of such request. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.E).

#### A. WHAT WE INSURE.

We insure your Covered Property (as defined in

Section IX. DEFINITIONS), for Loss as long as it remains eligible for coverage. In the event of a Loss, our obligation under this Certificate is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

#### B. COVERAGE PLAN

We cover your Covered Property for the following cause(s) of loss.

- i) Physical damage.
- ii) Theft, or loss by mysterious disappearance or other unintentional permanent loss of possession.
- iii) Mechanical or Electrical Failure.

#### C. PROPERTY NOT COVERED.

The following are not covered:

- 1. Any property or equipment that is not Covered Property.
- 2. Contraband or property in the course of illegal transportation or trade.
- 3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
- 4. Data, Nonstandard External Media, and Nonstandard Software.
- 5. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
- 6. Any wireless device whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

#### D. PAYMENT OF PREMIUMS.

You will be charged the monthly premium corresponding to the equipment category of your Covered Property associated with your enrolled Wireless Number as shown in the schedule below.

Equipment Category	Monthly Premium Per Enrolled Wireless Number
All eligible equipment categories	\$8.99

#### E. WHEN COVERAGE IS EFFECTIVE.

All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.

1. If you submit your request for enrollment for insurance coverage at Initial Activation: Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved.
2. If you submit your request for enrollment for insurance coverage after Initial Activation: Your coverage under this Certificate requires the successful completion of a test call to the “Covered Property” prior to becoming effective. Coverage begins upon our approval. Upon our approval, coverage is retroactive to the date of the test call. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved. Eligibility for enrollment after Initial Activation may be subject to limitation.

## II. EXCLUSIONS.

Losses and causes of loss excluded below are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any losses, or for any losses directly or indirectly caused by or resulting from any of the events, conditions or causes of loss identified below:

- A. Indirect or consequential Loss, including loss of use; interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in repairing or replacing lost or damaged Covered Property.
- B. Loss due to the intentional parting with Covered Property by you or anyone entrusted with the Covered Property.
- C. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives or anyone you entrust with the property and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- D. Loss due to obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.

- E. Loss caused by or resulting from any cosmetic damage to Covered Property, however caused that does not affect the function of the Covered Property. Such excluded types of loss include, but are not limited to, scratches, marring, cracks, and changes or enhancement in color, texture, or finish that occur to Covered Property that do not affect the function of the Covered Property.
- F. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for loss to the Covered Property resulting from ensuing fire or explosion.
- G. Loss caused by or resulting from unauthorized repair or replacement.
- H. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
- I. Loss caused by abuse of the Covered Property or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or any act that voids the manufacturer’s warranty.
- J. Loss caused by or resulting from failure to follow the manufacturer’s installation, operation or maintenance instructions.
- K. Loss caused by or resulting from error or omission in design, programming, or system configuration of the Covered Property, or manufacturer’s recall.
- L. Loss due to Mechanical or Electrical Failure occurring during the term of the manufacturer’s warranty.
- M. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property).
- N. Loss caused by or resulting from any Malware.
- O. Loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the resulting Loss caused by such fire.
- P. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending

against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these.

- Q. Loss caused by or resulting from Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
- R. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.
- S. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

III. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is \$2,500. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

B. AGGREGATE LIMITS.

A maximum of two 2 replacements or repairs of Covered Property will be allowed per Wireless Number in any one twelve (12) month period, including Losses incurred under this Certificate or any prior consecutive certificate issued by us. In any case, the twelve month period is calculated based on the Date of Loss for each covered Loss.

IV. DEDUCTIBLE.

REPAIR DEDUCTIBLE

A non-refundable deductible, as set forth in the schedule below, is payable at the time a repair is approved by us for each repair based on the equipment category of the equipment being repaired.

The applicable deductibles are set forth in the deductible schedule below.

Equipment	Repair Deductible
Tier A	N/A
Tier B	N/A
Tier C	\$49.00
Tier D	\$49.00
Tier E	\$49.00
Tier F	\$49.00

REPLACEMENT DEDUCTIBLE

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement is approved by us for each replacement based on the equipment category of the equipment being replaced.

The applicable deductibles are set forth in the deductible schedule below.

Deductible Schedule

Equipment	Replacement Deductible
Tier A	\$25.00
Tier B	\$50.00
Tier C	\$125.00
Tier D	\$200.00
Tier E	\$250.00
Tier F	\$299.00

**NOTE:** An additional non-returned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.

V. CONDITIONS IN THE EVENT OF LOSS.

Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.



- A. In the event of a Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.
- B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property, in lieu of actual replacement or repair of the Covered Property.
- C. At our option, we may repair the Covered Property with substitute parts or provide substitute equipment that:
  - 1. Is of like kind and quality;
  - 2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
  - 3. May be a different brand, model or color.
- D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.
- E. Equipment failure evaluation performed by the Service Provider and/or our Authorized Representative and/or the manufacturer may be required at our option prior to approval of your request for repair or replacement of the Covered Property.

## VI. DUTIES IN THE EVENT OF A LOSS.

- A. In the event that your Covered Property is lost or stolen, you must notify your Service Provider as soon as possible to suspend service.
- B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our

Authorized Representative for our approval will not be honored and fulfilled.

- D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
- E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
- F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If the cause of Loss is loss or theft and the Covered Property is later recovered, you must notify our Authorized Representative, even if your claim has already been completed. If we replace the Covered Property, we may require you to return it to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Covered Property that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**
- G. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.
- H. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.

- I. In the event of a Loss, you must satisfy the nonrefundable deductible, plus any applicable taxes.
- J. In the event we arrange for the repair of your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

## VII. ELIGIBILITY AND CANCELLATION.

### A. Cancellation Provisions.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our Authorized Representative as follows: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.
2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We, or the Service Provider on our behalf, will mail or deliver written notice to you advising you of the cancellation of this Certificate. The written notice may be mailed or delivered to you at least thirty (30) days prior to the cancellation, or other longer period as required by law.
3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days' notice, or other longer period as required by law, unless we cancel for the following reasons:
  - a. We will cancel your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
  - b. We will cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, for nonpayment of premium.
  - c. We will cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if you exhaust the aggregate limit of liability, if any, under the terms of this Certificate and

we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until we send notice of cancellation to you.

- d. We will cancel your coverage under this Certificate immediately, without notice, if you cease to have active service with the Service Provider.

**NOTE:** If you are cancelled under Section VII.A.3.(c) you will remain ineligible for a period of twelve (12) months from the date of cancellation.

### B. How Notice of Cancellation is Provided.

1. Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
2. Notices may be mailed or delivered to the Service Provider at its last known mailing address. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.
3. We or the Service Provider shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections A.2 or 3 by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.
4. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due on a pro rata basis.

### C. To be and remain eligible for coverage:

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the policy. Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate.

Eligibility may be limited to new equipment that has not been previously activated for service.

3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
  4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exhausting the Aggregate Limit. (See Section III.B).
  5. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.
- D. You are responsible for the payment of all premiums, per the terms of this Certificate.
- E. The insurance provided under this Certificate is provided on a month-to-month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

## VIII. ADDITIONAL CONDITIONS.

- A. All claims for Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss.
- B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.
- C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed, or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, due to your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.

- D. You may not assign this Certificate without our written consent.
- E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
1. Prior to a Loss.
  2. After a Loss, only if, at time of Loss, that party is one of the following:
    - a. Someone covered under this Certificate;
    - b. A business firm;
      - i. Owned or controlled by the Insured Subscriber; or
      - ii. That owns or controls the Insured Subscriber; or
      - iii. The Insured Subscriber's tenant.
- This will not restrict the Insured Subscriber's coverage.

- F. Concealment, Misrepresentation or Fraud  
Your coverage will be cancelled and any claim may be denied in the event of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
1. This coverage;
  2. The Covered Property;
  3. Your interest in the Covered Property; or
  4. A claim under this Certificate.
- G. **ARBITRATION AGREEMENT. Please read this Arbitration Agreement provision of this Certificate (Arbitration Agreement) carefully. It affects your rights.** Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-888-562-8662. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE**

**AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to “we” and “us” include our Authorized Representative, Continental Casualty Company, Service Provider and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Certificate.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this contract or program or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Certificate was entered into by you and us or that arises after this Arbitration Agreement or Certificate is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute

within thirty (30) days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration proceeding will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration proceeding either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration proceeding will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds

in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration proceedings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim.

**YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

- H. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. There has been full compliance with all terms of this Certificate; and
  2. The action is brought within two (2) years or any longer period as stated in the policy or

any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.

- I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair. We will ship approved replacement equipment or repaired equipment directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- J. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- K. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.
- L. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
- M. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.
- N. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
- O. If we adopt any revisions to the policy which would broaden the coverage under this Certificate without

additional premium while this coverage is in effect, the broadened coverage will immediately apply to this Certificate.

- P. It is important that you back up all Data and software files because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES.**

## IX. DEFINITIONS.

- A. “Authorized Service Facility” means: The location or locations that serve as a replacement or repair facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.
- B. “Coverage Certificate”, “Certificate”, or “Certificates” means: This Commercial Inland Marine Communications Equipment Coverage Certificate.
- C. “Covered Accessories” as used in this Certificate means: if part of the covered “Loss”; one standard battery, one standard charger, and one SIM Card (if applicable). Covered Accessories do not include memory cards or any other accessories not specifically listed as covered.
- D. “Covered Property” as used in this Certificate means(a) **Wireless Telephones:** one wireless telephone owned or leased by you, or for which you are otherwise financially responsible, and actively registered on the Service Provider’s network and for which airtime has been logged after enrollment. Covered Property is limited to one wireless telephone and applicable Covered Accessories per replacement. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless telephone associated with your account in the records of the

Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the wireless telephone to be considered Covered Property, unless you have logged airtime on a different wireless telephone immediately prior to the time of Loss then such wireless telephone shall be considered Covered Property so long as such wireless telephone is owned or leased by you and you provide us proof of ownership or lease, or

(b) **Devices Other than Wireless Telephones:** one tablet, notebook, laptop or other similar device (“portable electronic device”) purchased from the Service Provider with an active data plan and actively registered on the Service Provider’s network and for which airtime has been logged after enrollment. Covered Property is limited to one portable electronic device and standard charger, if part of the covered Loss, per replacement. The International Manufacturer’s Equipment Identification (IMEI) or other unique identifier of the portable electronic device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the portable electronic device to be considered Covered Property unless you have logged airtime on a different portable electronic device, which was purchased from the Service Provider, immediately prior to the time of Loss, then such portable electronic device shall be considered Covered Property so long as the portable electronic device is owned or leased by you and you provide us proof of ownership or lease.

- E. “Data” means information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- F. “Date of Loss” is the date on which a Loss to the Covered Property occurs.
- G. “Date of Replacement” is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.



- H. “Initial Activation” means: the time of initial activation of the Service Provider’s service for the Covered Property.
- I. “Insured Subscriber” or “Insured Subscribers” means: The account holder(s) of the Service Provider meeting the following conditions:
  - i) Who have been enrolled in and accepted for coverage under this Certificate.
  - ii) Who have a complete description of their Covered Property on file with us or our Authorized Representative.
  - iii) Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.
- J. “Loss” and “Losses” means: a covered loss as provided in Section I.B. Coverage Plans.
- K. “Malware” means malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.
- L. “Mechanical or Electrical Failure” means: Failure of “Covered Property” to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer’s instructions.
- M. “Non-Covered Accessories” as used in this Certificate means: All accessories not included in the definition of Covered Accessories.
- N. “Nonstandard External Media” means physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.
- O. “Nonstandard Software” means software, other than Standard Software.
- P. “Pollutants” means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound

waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- Q. “Service Provider” means: Liberty Mobile.
- R. “Standard External Media” means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- S. “Standard Software” means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- T. “Wireless Number” or “Wireless Numbers” means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

## X.STATE CHANGES.

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

Puerto Rico: (i) Section VII.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation. (iii) Section VII.A.3.(c) “thirty (30) days” is amended to “fifteen (15) days”. (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: Post Office Box 411605, Kansas City, MO 64141-1605.

United States Virgin Islands: (i) The second sentence of Section VII. A.2 is amended by removing the phrase “on our behalf”. (ii) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICTION OVER THE DISPUTE.** (iii) The second sentence in the third paragraph of Section VIII. G. is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (iv) The following sentence is deleted from Section VIII.G. Arbitration Agreement: “This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.” (v) Section VIII. H. 2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

**NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER’S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.**

**B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.**

Any questions regarding the coverage provided under this Certificate should be directed to our Authorized Representative as follows:

Asurion Customer Care Center  
Post Office Box 411605  
Kansas City, MO 64141-1605  
1-888-562-8662

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