

# Welcome to AT&T Protect Advantage<sup>SM</sup> for 1

**Important Information, including  
Terms and Conditions**

Effective April 2, 2024

**New York Customers Only**

# AT&T Protect Advantage for 1 Program Details

Monthly Charges	\$14.00* for Device Tiers 1 & 2
	\$17.00* for Device Tiers 3 & 4
	Includes AT&T Protect Insurance for 1, Protect Service Contract for 1, Photo Storage app and ProTech support for the enrolled device.
Enrollment	Enrollment in this program <b>will continue to renew monthly on your AT&amp;T wireless bill until cancelled.</b>
Claim Limits	<b>Insurance and Service Contract Claim Limits:</b> Unlimited number of claims with a maximum device value of \$3,500 per claim.
Replacement Device	Once your claim is approved, you will receive your replacement device as soon as the next day.** Claims may be fulfilled with new or AT&T Certified Pre-owned equipment of the same make and model or other make or model of like kind and quality and may be previously opened, used, refurbished or remanufactured, and/or may contain original or non-original replacement parts. Colors, brand, and features may be different. Compatibility of accessories is not guaranteed.  Claims approved by 4pm (local time) may be able to receive a replacement device the same day. See Section III of the ProTech Support Terms of Service for more information.
Device Repairs, including Battery Replacements	Screen and back glass repairs and device repairs by battery replacement may be provided for certain device types in select locations. Newly launched device models may not be eligible for repair. The list of repair types, devices, and locations may be updated over time. Visit <a href="http://phoneclaim.com/att">phoneclaim.com/att</a> to check current eligibility.  Battery Replacement: If a device is outside the manufacturer's warranty period and powers on but fails to maintain an adequate charge after ProTech diagnostic testing, we will repair the device by replacing the battery.  A repair may be available as soon as the same day. We will determine repair eligibility at the time of claim based on inventory, parts, technician availability, and other criteria. Options may include in-store repair, mail-in repair or a technician coming to you.  Repairs are performed by an Asurion-certified technician and may use new, refurbished, original, or non-original manufacturer parts. A repair may void the manufacturer warranty. We provide a 60-day limited warranty for battery replacements and a 12-month limited warranty for all other covered repairs.

Covered Incidents	<b>Insurance:</b> Loss, Theft, and Damage (excluding accidental damage from handling). <b>Service Contract:</b> Accidental Damage from Handling and out-of-warranty mechanical and electrical failure ("malfunction").
ProTech Support	Includes tech support and Photo Storage app benefits.
Covered Equipment	<b>Phone, Tablet, Laptop, or Watch</b> – Includes the device and standard battery and, if part of the covered loss, standard battery charger and SIM/eSIM.  <b>Wireless Home Phone</b> – Includes the device and, if part of the covered loss, the power cord, back up battery, phone cable and SIM/eSIM.  For coverage to apply, 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 <b>covered device will be your most recently used device on your wireless line at the time of the loss.</b>
Cancellation Policy	You can cancel your optional coverage at any time and receive a prorated refund of your monthly charge by calling 888.562.8662 or going to <a href="http://att.com/myatt">att.com/myatt</a> . We may cancel or change terms by giving you prior written notice as required by law.
Bring Your Own Device	When you bring your own device and activate service with it on the AT&T 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, the applicable replacement and repair Deductible/Service Fee for that specific make/model applies for all approved claims. For a device make/model that has never been sold by AT&T, the deductible/service fee and monthly fee for Device Tier 2 applies. Replacement options will vary. Device must be in good working condition and may be subject to inspection prior to enrollment.

\* The monthly charge for Protect Advantage includes the cost of insurance provided in the program.

\*\* Claims approved by 6PM ET are shipped same day and, in most cases, delivered the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

## Partial List of Eligible Devices Updated as of January 24, 2024

### Deductible/Service Fee for Replacement Devices

<b>Device Tier 1</b> \$25	Apple® Watch SE GPS + Cellular 40mm (Aluminum Case - All Bands) AT&T Cingular Flip IV Netgear Nighthawk M6 Samsung Galaxy A13/A14 5G/A51/A51 5G Samsung Galaxy Watch 5 40mm
<b>Device Tier 2</b> \$100	Apple® Watch SE GPS + Cellular 44mm (Aluminum Case - All Bands) Apple Watch 8/9 GPS + Cellular 41mm (Aluminum Case - All Bands) Apple® Watch 9 GPS + Cellular 45mm (Aluminum Case - All Bands) Apple® iPhone® SE/SE 2020/SE 2022 Google Pixel Watch Samsung A52 5G/A53 5G/A54 5G Bring Your Own Device (a make/model not previously sold by AT&T)
<b>Device Tier 3</b> \$225	Apple® iPhone® 13 Mini 128GB Apple Watch Ultra/Ultra 2 GPS + Cellular (All Cases - All Bands) Apple Watch 8/9 GPS + Cellular 41 mm (Stainless Steel Case - All Bands) Apple® Watch 9 GPS + Cellular 45 mm (Stainless Steel Case - All Bands) Google Pixel 8 128GB Samsung Galaxy S22 5G 128GB/S23 5G 128 GB Microsoft Surface Go 3/Surface Duo
<b>Device Tier 4</b> \$275	Apple® iPhone® 13 Mini 256GB/13 Mini 512GB Apple® iPhone® 13/13 Pro/13 Pro Max Apple® iPhone® 14/14 Plus/14 Pro/14 Pro Max Apple® iPhone® 15/15 Plus/15 Pro/15 Pro Max Apple® iPad® Pro 11-inch (2022)/12.9-inch (2022) Samsung Galaxy Z Fold3 5G/Z Fold4/Z Fold5 5G Samsung Galaxy S22 5G 256GB/S22+/S22 Ultra Samsung Galaxy Z Flip3 5G/Z Flip4/Z Flip5 5G Samsung Galaxy Tab S8+ Google Pixel 7 Pro/Fold/8 256GB/8 Pro Samsung Galaxy S23 5G 256GB/S23 Plus 5G/S23 Ultra 5G

### Eligible Devices - Repair

<b>\$0 Repair Service Fee</b>	Go to <a href="https://phoneclaim.com/att">phoneclaim.com/att</a> to see if your device is eligible for battery replacement or screen or back glass repair. The list of repair types, devices, and locations may be updated over time.
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<b>Arbitration</b>	<p>In the unlikely event we cannot informally resolve any disputes, including any claims under the AT&amp;T Protect Advantage program, you will be required to (except where express state exemptions are provided):</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</p> <p>2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS.</p>	
<b>Replacement Deductibles/Service Fees</b>	A non-refundable deductible/service fee will be charged for each approved claim. Deductible/service fee amounts are based on device tiers.	
	Device Tier	Deductible/Service Fee
	Tier 1	\$25
	Tier 2	\$100
	Tier 3	\$225
	Tier 4	\$275
	To see the deductible/service fee amount for your device, go to <a href="https://phoneclaim.com/att">phoneclaim.com/att</a> . Some devices may be moved to a different deductible/service fee tier during their lifecycle.	

<b>Repair Service Fees (including Battery Replacement)</b>	Device Tier	Service Fee
	Tier 1	\$0
	Tier 2	\$0
	Tier 3	\$0
	Tier 4	\$0
	Go to <a href="https://phoneclaim.com/att">phoneclaim.com/att</a> to see if your device is eligible for repair.	

## Important Disclosures for AT&T Protect Advantage for 1

AT&T Protect Advantage for 1 is a combination of Protect Insurance for 1, Protect Service Contract for 1, and ProTech for 1. Protect Insurance for 1 is underwritten by Continental Casualty Company, a CNA company (CNA), Chicago, IL, and administered by Asurion Protection Services, LLC (in Iowa, Lic. #1001002300, in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #0D63161, in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), a licensed agent of CNA. Protect Service Contract for 1 is provided by Asurion Warranty Protection Services, LLC, or one of its affiliates.

### Coverage Is Optional

AT&T Protect Advantage for 1 is **optional coverage** that you are not required to purchase. Program enrollment and replacement authorization shall be in the sole discretion of Continental Casualty Company, a CNA member company, Asurion (the plan administrator), or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate and applicable law.

### Limitations and Exclusions

The 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 and Service Contract. For current and updated program terms, see [asurion.com/legal/att/](http://asurion.com/legal/att/).

### Communications

Program communications, including legal notices and terms and conditions, may be sent to you electronically using the last email address on file with AT&T, the mobile number identified in the AT&T system as the account owner and/or any other email address or mobile number you provide to AT&T or Asurion, unless prohibited by state law. If electronic delivery is not possible, this information will be mailed to you. Legal notices will not be sent to New York customers electronically.

### Easy Claim Process

To file a claim quickly and easily, visit [phoneclaim.com/att](http://phoneclaim.com/att) or call 888.562.8662. The nonrefundable deductible/service fee associated with your device model is charged to your monthly wireless bill.

- 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. Holidays may affect hours of operation.
- Report the claim as soon as possible but within 60 days of the date of loss.
- If your device was lost or stolen, please contact AT&T Customer Care at 866.MOBILITY to temporarily suspend service and prevent unauthorized use.
- Once your claim is approved, you can receive your replacement device as soon as the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

### Non-Return Fee

If your device is damaged, malfunctions, or if your device was reported as lost and is later found, you can avoid non-return fees of up to \$850 (the fee is based on the cost of the claim to the insurance company) by simply returning the device as directed by us in the return envelope that we provide to you.

### Other Coverage

Protect Advantage for 1 may provide a **Duplication of Coverage** already provided by your personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy or other source of coverage.

This coverage is primary over any other coverage you may have. All program coverage begins on the date you enroll your device and continues until canceled or terminated pursuant to the program terms and conditions. Protect Advantage for 1 may provide certain enhanced coverage during the terms of the manufacturer's warranty. Unless otherwise licensed, AT&T associates are **not qualified or authorized** to evaluate the adequacy of your existing insurance coverages. Questions regarding this plan should be directed to CNA's licensed agent, Asurion Protection Services, LLC.

### Dispute Resolution

The Coverage Certificate contains a binding and individual Arbitration Agreement. You can obtain a complete copy of the Arbitration Agreement by visiting [phoneclaim.com/att](http://phoneclaim.com/att). You should read the Arbitration Agreement carefully and completely, since it affects your rights. The Arbitration Agreement requires you to: 1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR ARBITRATIONS. Arbitration is more informal than a lawsuit in court, and it uses a neutral arbitrator instead of a judge or jury. The Arbitration Agreement allows arbitration proceedings to take place in the county of your billing address and requires that those proceedings be administered by the American Arbitration Association ("AAA") in accordance with their Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. You can learn

more about the AAA and those rules by visiting [adr.org](http://adr.org). The Arbitration Agreement does not prevent you from informing federal, state or local agencies of any dispute, since they may be able to seek relief on your behalf. If you do not want to submit disputes to binding and individual arbitration or you do not agree to any other provision of the Arbitration Agreement, you should contact AT&T and cancel your AT&T Protect Advantage coverage. You will receive a prorated refund of any amounts paid for that coverage as applicable.

The included Coverage Certificate is the entire agreement between the insurer and you. Please refer to the Coverage Certificate, Service Contract and Terms of Service for complete terms and conditions of the coverage provided. For questions, or to obtain a full-size copy of the insurance Coverage Certificate, please contact:

**Asurion Protection Services, LLC**  
**Asurion Protection Services Insurance Agency, LLC**  
**Customer Care Center**  
**P.O. Box 332024, Nashville, TN 37203**  
**CA License #OD63161**  
**Telephone: 888.562.8662**

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. In Oregon this note does not apply.

All applicable taxes and surcharges extra.

### **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.

### **For Residents of California, Illinois, Indiana and Maryland**

The consumer hotline for the California Department of Insurance is 800.927.HELP (4357), for the State of Indiana Department of Insurance is 800.622.4461, and for the Maryland Insurance Administration is 800.492.6116.

The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at 866-445-5364 or online at <https://idoihelpcenter.illinois.gov/s/>.

### **For Residents of Washington**

For Washington residents only, we may change the insurance terms and conditions with at least thirty (30) days' notice and we may only cancel for the following reasons and notice: (i) fifteen (15) days for fraud or material misrepresentation in obtaining coverage or the presentation of a claim; ten (10) days for nonpayment; (iii) immediately for no longer having active service with AT&T; or (iv) thirty (30) days based on a determination by AT&T or the Agent that the program should no longer be offered. We will not increase the premium or deductible or restrict coverage more than once in any six (6) month period but will provide to each Washington policyholder a thirty (30) day advance written notice of any premium or deductible increase.

### **For Residents of New Jersey**

AT&T Protect Advantage plans include a service contract that is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other trademarks, service marks and logos are the property of their respective owners.

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## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: **1-800-252-3439**.

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714 9091

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

# Commercial Inland Marine Communications Equipment Coverage Certificate - NEW YORK

Please read this entire Coverage Certificate (“**Certificate**”) carefully. It explains each party’s rights and duties and what is and is not covered. A copy of the Master Policy under which this Certificate is issued (“**Policy**”) is available for your review.

In this Certificate, the words “**you**” and “**your**” mean the “**Insured Subscribers**” (as defined in Section VIII. DEFINITIONS). The words “**we**,” “**us**” and “**our**” mean Continental Casualty Company, a CNA Company (“**CNA**”), the Illinois stock insurance company providing this insurance. The words “**Authorized Representative**” mean Asurion Protection Services, LLC and “**Asurion**”, except in California, “**Asurion**” refers to Asurion Protection Services Insurance Agency, LLC (CA license #: OD63161), and in Puerto Rico “**Asurion**” refers to Asurion Protection Services of Puerto Rico, Inc.

All other capitalized words and phrases in this Certificate have special meaning and are defined in Section VIII. DEFINITIONS.

## I. COVERAGE.

In exchange for premium paid when due, we will insure the Covered Property as described in Section I.A. COVERAGE PLAN, provided that any Loss occurs while your coverage is in effect. The information about your coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference into this Certificate. 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.

### A. COVERAGE PLAN.

This Certificate provides coverage that protects your Covered Property if it is physically damaged, lost, stolen or unrecoverable.

### B. COVERAGE PERIOD.

Coverage does not begin until your request for coverage is approved.

1. If you request coverage at Initial Activation and your request is approved, coverage is retroactive to the date your request was submitted. You will be notified within thirty (30) days if your request is not approved.
2. If you request coverage after Initial Activation, a test call to the device may be required. If your request is approved, coverage is retroactive to the date your request was submitted. You will be notified within thirty (30) days if your request is not approved.

Eligibility for enrollment after Initial Activation may be subject to limitation. Coverage continues month-to-month unless cancelled.

### C. PAYMENT OF PREMIUMS.

You are responsible for the payment of all premiums. The premium amount(s) for monthly pay are shown in the premium schedule below. Your premium is determined by the device category of your Covered Property.

Device Tier	Monthly Premium Per Enrolled Wireless Number
All Eligible Device Tiers	AT&T Protect Insurance for 1 premium is included in the AT&T Protect Advantage for 1 monthly charge

**D. DEDUCTIBLE.** You must pay a non-refundable deductible, if applicable, for each approved repair or replacement before your claim can be completed. The deductible amount is based on the device category of the claimed Covered Property, as shown in the deductible schedule.

	Device Tier 1	Device Tier 2	Device Tier 3	Device Tier 4
Deductible	\$25.00	\$100.00	\$225.00	\$275.00

**NOTE:** When applicable, an additional non-returned device charge may apply if you fail to return the Covered Property as directed (See Section IV.H. DUTIES IN THE EVENT OF A LOSS).

## II. LIMITS OF LIABILITY.

### A. PER OCCURRENCE LIMIT.

We will pay a maximum of \$3,500, less the applicable deductible in Section I.D. DEDUCTIBLE, for each approved repair or replacement.



## **B. AGGREGATE LIMIT.**

We will provide a maximum of unlimited repairs or replacements of Covered Property per Wireless Number in any one twelve (12) consecutive month period.

The aggregate limit under this Certificate includes Losses incurred under any prior consecutive certificate issued by us. Losses incurred under this Certificate will be carried forward and applied against the applicable aggregate limit under any other certificate issued by us for twelve (12) consecutive months following the Date of Loss.

If you meet the aggregate limit, coverage will end immediately (subject to Section VI.A.3. CANCELLATION) and we will notify you that your coverage has ended and no future premiums are due.

In any case, the twelve (12) consecutive month period is calculated based on the Date of Loss for each covered Loss.

## **III. EXCLUSIONS.**

This insurance does not cover the following:

- 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 the repair or replacement of Covered Property.
- B.** Loss to or damage of:
  - 1. Any property or device 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. Any wireless device with a unique identification number (IMEI or ESN, etc.) that has been altered, defaced or removed.
  - 5. Data, Nonstandard External Media, and Nonstandard Software.
  - 6. Batteries (unless otherwise covered as an Included Accessory when part of a Loss to the Covered Property)
  - 7. Included Accessories (unless part of a Loss to other Covered Property).
- C.** Loss due to or resulting, directly or indirectly, from:
  - 1. Intentional, dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.
  - 2. Abuse or use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, failure to follow the manufacturer's installation, operation or maintenance instructions, or any act that voids the manufacturer's warranty.
  - 3. Obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
  - 4. Cosmetic damage that does not affect the function of the Covered Property, including scratches, marring and changes or enhancement in color, texture, or finish.
  - 5. Unauthorized repair or replacement.
  - 6. The discharge, dispersal, seepage, migration, release or escape of Pollutants from the Covered Property.
  - 7. Error or omission in design, programming, or system configuration of the Covered Property, or any condition which results in or is covered by a manufacturer's recall.
  - 8. 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.
  - 9. Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.
  - 10. Mechanical or Electrical Failure
  - 11. Malware.
  - 12. Accidental damage from handling the Covered Property as a result of normal use ("ADH").

## **IV. DUTIES IN THE EVENT OF A LOSS.**

- A.** If your Covered Property is lost or stolen, notify your Service Provider as soon as possible to suspend service.
- B.** If your claim involves a violation of law, promptly notify the appropriate law enforcement agency.
- C.** You must report a Loss to our Authorized Representative within sixty (60) days from the Date of Loss. You must submit all claims through our Authorized Representative for our approval.
- D.** You must cooperate in the investigation of your claim. If requested, you must:
  - 1. Provide the following within sixty (60) days of our Authorized Representative's request:
    - (a) a detailed, written proof of Loss statement, a police report case number, and/or a copy of the police report;



- (b) a copy of the original bill of sale;
  - (c) a photocopy of a valid state or federal government issued photo I.D that is not a student or professional license or I.D.; and/or
  - (d) any other information required to approve your claim.
2. Permit us or our Authorized Representative to inspect the property and records proving the Loss, and question you under oath about any matter relating to this coverage or your claim. Your answers must be signed and may be recorded.
- E.** You must do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
  - F.** If we arrange to repair your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.
  - G.** You must take possession of the repaired or replacement device as follows:
    1. If we replace your Covered Property, you must take delivery of the replacement device within sixty (60) days of our claim approval. If you fail to do so, you forfeit your claim and the replacement device becomes our property.
    2. If we repair your Covered Property, and you fail to: (i) pick up the repaired Covered Property from our Authorized Service Center within sixty (60) days of our notice that the repair has been completed, or (ii) fail to satisfy the non-refundable deductible within the same day of our claim approval, you forfeit your claim and the repaired Covered Property becomes our property.
  - H.** If the Covered Property is not lost or stolen, you must keep the Covered Property until your claim is completed, unless we or our Authorized Representative direct otherwise. If we provide a replacement device, we may require you to return the claimed Covered Property to us according to our instructions in the return mailer we provide, or other return method directed by us, within thirty (30) days or pay the applicable non-returned device charge. If the Covered Property is lost or stolen and is later recovered, you must notify our Authorized Representative and return the recovered device as directed, even if your claim has already been completed, or pay the applicable non-returned device charge. **YOU CAN AVOID A NON-RETURNED DEVICE CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**
  - I.** If you fail to comply with these duties, including failure to timely report the Loss, provide the requested information, or cooperate in the investigation and processing of your claim, or otherwise act in a way that increases the Loss or prejudices our right to properly evaluate your claim, your claim may be denied.

## **V. CONDITIONS IN THE EVENT OF LOSS.**

- A.** If you experience a Loss and we approve your claim, we will arrange for the repair or replacement, at our sole option, of the Covered Property through the Authorized Service Facility.
- B.** You will not be entitled to receive cash, but we may choose to provide a cash settlement, not to exceed the replacement cost, as determined by us, instead of repairing or replacing the Covered Property.
- C.** At our option, we will repair the Covered Property with substitute parts or provide a replacement device; that:
  1. Will be of like kind and quality with similar features and functionality, or if the Covered Property is not carried or sold by the Service Provider, will be in the same or higher device category to which you were assigned;
  2. May be either new or refurbished, and may contain original or non-original parts; and
  3. May be a different brand, model or color.
- D.** Replacement devices will be approved for use on the network of the Service Provider and in the same or higher device category as the Covered Property at the time of Loss. The replacement device we provide will automatically become Covered Property once airtime has been logged on the covered line.
- E.** At our option, we may require that the Service Provider, our Authorized Representative or the manufacturer examine the Covered Property during our evaluation of your claim.
- F.** If the Covered Property has multiple-SIM capability and you have coverage from us on more than one Wireless Number in use on the Covered Property at the time of Loss, you are eligible for one claim per Loss.

## **VI. ELIGIBILITY AND CANCELLATION.**

### **A. CANCELLATION.**

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 or call: Asurion Customer Care Center, P.O. Box 332024, Nashville, TN 37203; phone: 888.562.8662; or visit [att.com/myatt](http://att.com/myatt).

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 will mail or deliver to you written notice of cancellation at least thirty (30) days prior to the effective date of 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, without notice, or by providing notice as required by law, for nonpayment of premium.
  - (c) We will cancel your coverage under this Certificate immediately if you meet the aggregate limit (See Section II.B. AGGREGATE LIMIT) 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 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.
4. If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. The cancellation will be effective even if the refund has not been made or offered.

**NOTE:** If you are cancelled under Section VI.A.3.(c) CANCELLATION, you will remain ineligible for 12 consecutive months from the date of cancellation.

#### **B. HOW NOTICE OF CANCELLATION IS PROVIDED.**

1. Notices required by Sections VI.A.2. or VI.A.3. CANCELLATION, will 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 you at your last known mailing or electronic addresses on file with us.
3. We or the Service Provider will 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 VI.A.2. or VI.A.3. CANCELLATION, 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.

#### **C. TO BE AND REMAIN ELIGIBLE FOR COVERAGE:**

1. You must have activated communications service directly with your Service Provider and be an active and current subscriber of your Service Provider to be covered under this Certificate. 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. We must designate the Covered Property as eligible for coverage.
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 met the aggregate limit (See Section II.B. AGGREGATE LIMIT) under any CNA coverage certificate issued to you by your Service Provider within the previous twelve (12) consecutive months of your request for this coverage.
5. You must not be in breach of any material term of this Certificate, including, but not limited to, failure to return the claimed Covered Property as directed, or failure to satisfy the required deductible.

### **VII. ADDITIONAL CONDITIONS.**

- A.** All claims filed under this Certificate will be fulfilled within thirty (30) days after you:
  1. Provide satisfactory proof of ownership and Loss to our Authorized Representative; and
  2. Satisfy all of your duties under Section IV. 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 a Loss, either may elect arbitration pursuant to Section VII.F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT, below.
- C.** You may not assign this Certificate without our written consent.
- D.** We will keep any value for the recovery or salvage on a Loss until our expenses have been fully reimbursed. If we provide a replacement device, the claimed Covered Property becomes our property and may be disabled, destroyed, or reused. We will not provide a replacement device 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, failure to satisfy the non-returned device charge or deductible on a prior Loss.

- E.** If we fulfill your claim and you have rights to recover damages from another, those rights are transferred to us. You must do everything necessary to secure our rights and do nothing after a Loss to impair them. 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:
    - (a) Someone covered under this Certificate; or
    - (b) A business firm that: (i) you own or control; (ii) owns or controls you; or (iii) is your tenant. This will not restrict your coverage.
- F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT.** Please read this section carefully. It affects your rights. **For the purposes of this arbitration or small claims court agreement (referred to as the “A.A”) only, references to “we” and “us” also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of Continental Casualty Company, and our Authorized Representative, and the Service Provider, as defined herein.** Most of your concerns about this Certificate can be addressed simply by contacting us at 888.562.8662. In the event we cannot resolve any dispute with you, **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 TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**
1. This A.A.:
    - (a) Survives termination of this Policy.
    - (b) Is governed by the Federal Arbitration Act.
    - (c) Covers any dispute you have with us concerning or related, directly or indirectly, to this Policy.
    - (d) Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
    - (e) Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.
  2. Arbitration Process:
    - (a) How to start arbitration.
      - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.
      - Describe the dispute and relief sought in the Notice.
      - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
    - (b) Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
    - (c) Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.
  3. Fees:
    - (a) In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
    - (b) We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.
  4. Arbitration Decision:
    - (a) You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
    - (b) If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
      - We will pay you the greater of the damages or seven thousand five hundred dollars (\$7,500).
      - We will also pay your reasonable attorney’s fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
    - (c) We waive any right we have to recover attorney’s fees and expenses from you if we win the arbitration.
    - (d) If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.**

Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

- G. 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 required by law, after you first have knowledge of the Loss or other events that are the basis of the action.
- H. The coverage territory is worldwide but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- I. 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.
- J. 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; device service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.
- K. 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.
- L. 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.
- M. 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.
- N. If we make any changes to the Policy that would increase your coverage without additional premium, the increased coverage will immediately apply to this Certificate.
- O. It is important that you back up all Data and software 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 ARE NOT RESPONSIBLE FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE OR DATA.**

## VIII. DEFINITIONS.

- A. "Authorized Service Facility" means: The location or locations that serve as a repair or replacement 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 Property" 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.
  - (b) **Devices Other than Wireless Telephones**: one tablet, notebook, laptop or other similar device ("portable electronic device") 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.

- D. "Data" means: information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, applications, books, games, magazines, photos, videos, ringtones, music, and maps.
- E. "Date of Loss" means: the date a Loss to the Covered Property occurs.
- F. "Included Accessories" means: if part of the covered Loss, the accessories similar to what is contained inside the original packaging of your Covered Property.
- G. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.
- H. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:
  - 1. Who have been enrolled in and accepted for coverage under this Certificate.
  - 2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.
  - 3. Who have paid all premiums due with respect to their Covered Property before any claimed Date of Loss.
- I. "Loss" and "Losses" means: a covered repair or replacement as provided in Section I.A. COVERAGE PLAN.
- J. "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.
- K. "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.
- L. "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.
- M. "Nonstandard Software" means: software, other than Standard Software.
- N. "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.
- O. "Service Provider" means: AT&T and its affiliates and subsidiaries.
- P. "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.
- Q. "Standard Software" means: the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- R. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

## IX. STATE CHANGES.

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

New York: (i) Section VI.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 VI.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 VI.A.3.(c) "thirty (30) days" is amended to "fifteen (15) days". (iv) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

**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 332024  
Nashville, TN 37203  
1-888-562-8662

All other terms and conditions of the Coverage Certificate remain unchanged.

**ALL OTHER STATE SPECIFIC CHANGES**



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

**A. STATE CHANGES – Section VII. F. ARBITRATION AGREEMENT is amended as follows:**

**If you are a resident of Arkansas, District of Columbia, Georgia, Kentucky, Louisiana, Maine, Oklahoma, Vermont, Washington, West Virginia or Wyoming or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you,** provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

**The Arbitration Agreement does not apply if you are a resident of Missouri, Nevada or South Dakota.**

**B. STATE CHANGES - MISCELLANEOUS**

Alaska: (i) A Loss may be caused by a chain of causes. If a covered Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered Loss. (ii) The following is added to Section VI. C.: If you do not report the Loss as required or as soon as reasonably possible, your claim will be forfeited if our rights are prejudiced. (iii) The following is added to Sections IV.D.2 and VII.F.: You may elect to have an attorney present during questioning. (iv) The following is added to Section VII.B: Alternatively, you or we may make a written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, you and we must notify the other of the competent appraiser each has selected, and who will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing their appraisal. If the appraisers agree, their agreement will be binding upon you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon you and us. All appraisal expenses and fees, not including counsel or adjuster fees, shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall limit or restrict the rights of you or us under AS §21.96.035. (v) Section VII.G.2 is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

Arkansas: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-866-727-1998. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, you have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at: Arkansas Insurance Department, 1 Commerce Way, Suite 102 Little Rock, AR 72202.

Arizona: Section VI.A.1. is amended to add the following: If you cancel coverage under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Colorado: Section VI.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.

Connecticut: Section VI.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.

District of Columbia: In the event of arbitration, the rules for arbitration according to the District of Columbia Official Code will apply. Any arbitration occurring under this Policy shall be administered in accordance with the District of Columbia Uniform Arbitration Act, unless the District of Columbia Uniform Arbitration Act is silent as to any applicable procedural requirement, in which case the Arbitration Rules will control as to such procedural requirement.

Georgia: Section VI.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.

Hawaii: Section VI.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.

Idaho: Section VI.A.1. is amended to add the following: If you cancel coverage or reject changes under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Illinois: (i) Section VI.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) The last sentence in Section VII.F is amended as follows: If this specific provision is unenforceable, then this entire A. A. does not apply. (iii) Section VII.G.2. is amended by adding the following: The running of the two (2) year period is tolled from the date proof of loss is filed, in the form required by the Policy, until the date the claim is denied in whole or in part. (iv) In Section VIII.W., the terms "electromagnetic field" and "electromagnetic pulse" are deleted. (v) The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at (866) 445-5364 or online at <https://doihelpcenter.illinois.gov/s/>.

Indiana: Section VII.F. Arbitration Agreement is amended to add the following: If you are a resident of Indiana, the resolution of any disputes pursuant to this Section VII.F shall be governed by the laws of the State of Indiana and relevant applicable federal law.

Iowa: The second sentence in Section VI.A.3.(c) is amended by adding the following: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VI.A.3.(b) is amended as follows: We will cancel your coverage under this Certificate upon fifteen (15) days' notice for nonpayment of premium. (ii) The following is added to Section VI.A.3: We will not cancel your coverage under this Certificate based solely upon the age of your Covered Property. (iii) Section VI.A.4 is amended as follows: If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. No penalty will be charged for early cancellation. The cancellation will be effective even if the refund has not been made or offered. (iv) The fifth sentence of Section VII. F. 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 MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. (v) The second sentence of Section VII.M. is amended as follows: In the event of any material change in the coverage terms, you will be provided at least thirty (30) days written notice of such changes. (vi) NOTE "B" below is amended as follows: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF INSURANCE FRAUD.

Kentucky: (i) The title of Section VII.F., including all references to Section VII.F., is changed to "ARBITRATION". (ii) The second sentence of the first paragraph under Section VII.F. is deleted and replaced with the following: It explains your rights, subject to Section IX (State Changes). (iii) The phrase "or small claims court agreement" in the third sentence of the first paragraph of Section VII.F. is deleted and replaced with "provision." (iv) The fifth sentence of the first paragraph of Section VII.F. is deleted and replaced with the following: In the event we cannot resolve any dispute with you, YOU AND WE MAY AGREE IN WRITING AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION (DESCRIBED BELOW) OR COURT OF APPROPRIATE JURISDICTION. (v) Section VII.F.1.b is deleted. (vi) In Section VII.F.1.(d) the phrase "small claims" is deleted.

Maine: The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within two (2) years from the time when the cause of action accrues you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding.

Maryland: (i) Section VI.A.2. "thirty (30) days" is amended to "forty-five (45) days". (ii) Section VI.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. (iii) Section VI.A.3.(a) "fifteen (15) days" is amended to "forty-five (45) days". (iv) Section VI.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 ten (10) days' notice of cancellation. (v) Section VI.A.3.(c) "thirty (30) days" is amended to "fifteen (15) days". (vi) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) Section VII. G. 2. is amended as follows: "two (2) years" is amended to "three (3) years from the date it accrues."

Massachusetts: In the fifth sentence of Section VII. F., the following language is deleted in its entirety: INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

Michigan: This Certificate is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

Mississippi: Section VI.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.

Montana: (i) Section VI.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 ten (10) days' notice of cancellation. (ii) Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 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 THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. (iii) The following is added to Section VII.K: The provisions of this

Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) Section VIII.B. is amended to provide that the selection of the Authorized Service Facility will be at the discretion of us or our Authorized Representative.

Nebraska: Section VI.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.

Nevada: Section VI.A.3.(a) "fifteen (15) days" is amended to "ten (10) days".

North Dakota: (i) The first paragraph of Section VI.A.3. is replaced by the following: we may change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days' notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VI A. are deleted and replaced by the following: (a) If this Certificate has been in effect for less than ninety (90) days, we may cancel your coverage for any reason by mailing or delivering written notice to you at least ten (10) days before the effective date of cancellation or thirty (30) days' notice for fraud or misrepresentation. (b) If this Certificate has been in effect for ninety (90) days or more, we may cancel for one or more of the following reasons: 1. Nonpayment of premiums with ten (10) days' notice of cancellation; 2. Misrepresentation or fraud made by you or with your knowledge in obtaining coverage or in pursuing a claim; 3. Your actions that have substantially increased or changed the risk insured; 4. Your refusal to eliminate known conditions that increase the potential for loss after notification; 5. Substantial change in the risk assumed unless reasonably foreseen; 6. Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured; or 7. A determination by the insurance commissioner that the continuation of the policy is in violation of the law. For reasons 2.-7., we will provide thirty (30) days' notice of cancellation. (iii) The following paragraph is added to Section VII. ADDITIONAL CONDITIONS: Q. We will mail or deliver a notice of nonrenewal to you at least sixty (60) days prior to the expiration of coverage. The notice will state our reason for nonrenewal. We will mail or deliver our notice to your last known mailing or electronic address. We will not mail or deliver notice if you have obtained substantially similar coverage or accepted replacement coverage from another insurer.

Ohio: Section VI.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.

Oklahoma: VII.F. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony.

Oregon: (i) Section III.C.1. is deleted and replaced with the following: Intentional, dishonest, or fraudulent acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others. (ii) Section VI.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. (iii) Section VI.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. (iv) Section VII. F. is deleted and replaced with the following: In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon and according to Oregon law.

Pennsylvania: (i) Section VI.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 VI.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 thirty (30) days' notice of cancellation.

Puerto Rico: (i) Section VI.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 VI.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 VI.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: Asurion Customer Care Center, P.O. Box 332024, Nashville, TN 37203.

South Dakota: (i) Section VI.A.3. is amended to provide at least twenty (20) 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 VI.A.3.(a) "fifteen (15) days" is amended to "twenty (20) days". (iii) Section VI.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 twenty (20) days' notice of cancellation.

United States Virgin Islands: (ii) The fifth sentence of Section VII. F. 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) Section VII.F.1.(d) 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. (v) Section VII. G. 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.

Utah: Section VI.A.3.(a) “fifteen (15) days” is amended to “thirty (30) days”.

Vermont: (i) Section VII.A. is amended as follows: “thirty (30) days” is replaced with “ten (10) days.” (ii) Note “B.” below is deleted and replaced with the following: Any person who knowingly presents a false statement in an application for insurance or when filing a claim may be guilty of a criminal offense and subject to penalties under state law.

Washington: (ii) The first sentence of Section VI.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VI.A.3. is amended to provide at least thirty (30) days’ notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VI.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 ten (10) days’ notice of cancellation. (v) The following is added to Section VI.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six (6) month period. (vi) Section VI.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator’s award. (viii) The following sentence is deleted from Section VII.F. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

West Virginia: Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 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 THAT BOTH PARTIES MAY, BY MUTUAL CONSENT, AGREE IN WRITING TO ARBITRATION OF THE DISAGREEMENT. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county of your mailing address. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator’s fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the expenses of the third arbitrator equally.

Wyoming: (i) Section VI.A.3.(a) is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VI.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 ten (10) days’ notice of cancellation.

We, the administrator or the Dealer from whom you purchased the Covered Equipment and this Plan, may make available additional equipment and services at a discount from time to time, for your consideration.

## AT&T Protect Service Contract for 1

### Plan Providers\*:

Asurion Warranty Protection Services, LLC  
Asurion Warranty Protection Services of Florida, LLC  
Asurion Warranty Protection Services of Puerto Rico, Inc.

\*As used in this Plan, “We,” “Us,” and “Our” means the provider obligated under this Plan as follows: If this Plan is purchased in Florida, Asurion Warranty Protection Services of Florida, LLC; if purchased in Puerto Rico, Asurion Warranty Protection Services of Puerto Rico, Inc.; and if purchased in any other jurisdiction, Asurion Warranty Protection Services, LLC. “You” and “Your” means the person who purchased this Plan. If purchased by phone, internet or other electronic means this Plan is purchased in the state identified in Your billing address in the records of New Cingular Wireless PCS, LLC (“AT&T”) at the time of purchase.

### Terms & Conditions

## AT&T Protect Service Contract for 1

These Plan terms and conditions together with Your bill (“Bill”) from AT&T (the “Plan”) govern the Program, so You should keep this Plan for future reference. Your AT&T wireless telephone number for the Covered Equipment is Your Plan number.

### Agreement.

You agree to all the provisions of this Plan when You order the Program and/or pay for it. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least 30 days’ written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your electronic address to Us or AT&T, You are authorizing Us to communicate with You electronically. Your continued use of the Program and payment of the charges, after such notice, constitutes Your acceptance of the changes. Your participation in the Program is optional and You may cancel the Plan at any time. Please refer to the provision in this Plan regarding cancellation.

### Definitions.

- 1> **“Dealer”** means New Cingular Wireless PCS, LLC (“AT&T”) and any successors or assigns. You can write to PO Box 061078, Chicago, IL 60606-1078 or call 1-855-309-8342.
- 2> **“Asurion”** means Asurion Warranty Protection Services of Florida, LLC in Florida, Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico, and Asurion Warranty Protection Services, LLC in all other jurisdictions. You can write to Asurion at P. O. Box 061078, Chicago, IL 60606-1078 or call 1-888-562-8662.
- 3> **“Administrator”** means Asurion.
- 4> **“Covered Equipment”** means one (1) device activated with the Wireless Service Provider that We have designated as eligible for coverage under the Plan, in which the connected device is activated on the wireless telecommunications service for the enrolled AT&T wireless telephone number on the date the Operational Failure of the Covered Equipment occurs and for which air time has been logged by AT&T as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices.
- 5> **“Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear; or unintentional and accidental damage from handling as a result of normal use (“ADH”) for Covered Equipment; or the standard battery’s failure to hold an electrical charge in accordance with the applicable performance threshold for mobile phones only.
- 6> **“Replacement Equipment”** means the **NEW, REFURBISHED OR REMANUFACTURED EQUIPMENT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED EQUIPMENT** which We provide to You in the event of a covered Operational Failure of the Covered Equipment.



7> **“Date Issued”** means the date You enrolled in coverage under this Program. If this is a subsequent consecutive service contract issued by Us, Date Issued means the Date Issued of the prior consecutive service Plan. If You were enrolled in a prior consecutive service contract provided by Us, Date Issued means the date You activated Your device on the prior consecutive service contract.

8> **“Program”** means the Protect Service Contract for 1 program described in this service Plan.

9> **“Authorized Service Provider(s)”** mean a location designated by Us as authorized to provide repairs or Replacement Equipment.

## What is Covered.

**Operational Failure:** If the Covered Equipment fails due to an Operational Failure that is not covered under any insurance policy, warranty or other service Plan, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If we determine that we cannot service your Covered Equipment as specified in this Plan, we may, at our discretion: (i) replace it with a Replacement Equipment; or (ii) reimburse You for authorized repairs to, or replacement of, the Covered Equipment; or (iii) at our discretion, issue You a gift card or check, or the replacement cost of the Covered Equipment, as determined by us, based on its value immediately prior to the breakdown, not to exceed the original purchase price You paid for the Covered Equipment, including sales tax. Non-original parts may be used for repair of the Covered Equipment. If the standard battery's capacity to hold an electrical charge fails to meet the applicable performance threshold, we will replace an unlimited number of standard batteries for one (1) connected device. If failure occurs in the standard battery, in conjunction with the Operational Failure of the Covered Equipment, We will also repair, or, at Our sole option, replace one standard battery as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. **Replacement Equipment will be new or refurbished, in Our sole discretion.** The device provided as the Replacement Equipment immediately becomes the Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace. **NOTE: For Computers, Laptops, Tablets, Mobile Phones and Watches:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your Covered Equipment.

## COVERAGE BENEFITS BEGINNING ON THE DATE ISSUED:

1. ADH.
2. Power surge protection.

**Plan Period.** The term and monthly billing for this Plan begins on the date You enroll and continues on a month-to-month basis unless cancelled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for the coverage benefits outlined above, which begin on the Date Issued, all other Plan coverage becomes effective immediately following the expiration of the manufacturer's warranty. Plan coverage remains in effect throughout the duration of Your term, unless cancelled or fulfilled pursuant to the provisions in this Plan. In the event Your Covered Equipment is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

## Changing Your Covered Equipment.

Asurion will administer Your claims subject to the Asurion Administration service fees described in the Claim Service Fee provision. Your previous Operational Failure claim count will carry over to your Newly activated device.

**Charges.** During the term of this Plan, You will be charged for the cost of this Plan on Your billing statement from AT&T. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Non-payment by You will result in cancellation of the Plan as set forth below. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your bill or, at our discretion, collected from You prior to providing a replacement Equipment. If We do not receive full payment on the date due, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged. A charge may also be assessed for returned checks.

## WHAT IS NOT COVERED

The Plan does not cover:

1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage,

improper installation, or customer negligence; 4> pre-existing Operational Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; 6> Service performed by unauthorized repair personnel; 7> Covered Equipment with altered or missing serial or IMEI numbers; 8> “No Problem Found” diagnosis or failure to follow the manufacturer’s instructions; 9> Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Plan; 10> Mobile phone accessories that are not included in the box by the manufacturer including, but not limited to: chargers, headsets, face plates and cases; 11> Introduction of foreign objects; and 12> Inherent defects that are the responsibility of the manufacturer.

Further, Covered Equipment does not include and the Plan does not cover:

1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Battery chargers (one standard charger will be provided with Replacement Equipment on approved claims for replacement of the Covered Equipment if the charger has also failed); or 4> Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers, standard watch bands, and SIM Cards), including but not limited to color face plates, watch bands not covered under the Plan, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers. 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer. 6> Covered Equipment that is missing any part or parts.

**Claim Limit.** For any single claim, the maximum amount we will spend to replace or repair the Covered Equipment is \$3,500.00. The claim limit schedule is an unlimited number of Operational Failures.

**To Obtain Service.** If Your Covered Equipment experiences an Operational Failure, You may go online to [phoneclaim.com/att](http://phoneclaim.com/att) twenty-four (24) hours a day, seven (7) days a week, or You may call customer service between the hours of 8 a.m. to 10 p.m. ET Monday through Friday, and from 9 a.m. to 9 p.m. ET on the weekends (holidays may affect hours of operation) at 888.562.8662 to speak to an agent. In the event You call after hours, there will be access to an automated agent where You will be able to file a claim. **All claims, repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** At Our sole discretion, We will provide for claim fulfillment at AT&T Repair Centers, Authorized Service Providers, by mail, or by sending a remote technician to Your location. We will pay for the cost of shipping Your Covered Equipment to and from the authorized service center if depot service is required. At our sole discretion, we may require that You return or send pictures of the original Covered Equipment to us for inspection by our authorized service center, or we may require You to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement under this Plan. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. To find a AT&T Repair Center, go to [phoneclaim.com/att](http://phoneclaim.com/att) or call Customer Care at 888.562.8662. Repair centers and remote technicians may not be available in Your area and may not be utilized by the Plan.

You must file Your claim within 60 days of an Operational Failure. If You fail to file Your claim within 60 days, We may deny You coverage.

In the event We arrange for the repair of Your Covered Equipment, You may be required to mail or deliver Your Covered Equipment for repair as directed by Us. If We arrange for the replacement of Your Covered Equipment, We will provide the Replacement Equipment by mail within two business days, in most cases, or We may require You to pick up the Replacement Equipment at a retail location in Your area. You may also be required to produce a State or Federal issued photo I.D as a condition to receiving service or replacement or reimbursement under this Plan.

**Claim Service Fee.** For covered claims, a non-refundable claim service fee, and any applicable taxes, is payable at the time of claim as set forth in the schedules below.

**SERVICE FEES – CONNECTED DEVICES:**

Device Tier	Tier 1	Tier 2	Tier 3	Tier 4
Replacement	\$25.00	\$100.00	\$225.00	\$275.00

  

Device Tier	Tier 1	Tier 2	Tier 3	Tier 4
Repair of Connected Device	\$0	\$0	\$0	\$0
Repair by Battery Replacement	\$0	\$0	\$0	\$0



**Return of Replaced Equipment/Non-return Charge.** Covered Equipment approved for replacement must be returned to Us. You will be required to return the failed Covered Equipment to AT&T, Authorized Service Provider, or We may require You to return the Covered Equipment to Us at Our expense within thirty (30) days, in the return mailer We provide. You must return the Covered Equipment as directed by Us, including unlocking the Covered Equipment, or pay the non-returned equipment charge applicable to the model of Covered Equipment that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.**

**TRANSFERABILITY:** Equipment owned or leased by anyone other than You may not be made a Covered Equipment. Any abuse of the Plan by You, including but not limited to seeking replacement of an Equipment not belonging to You, may result in termination of the Plan upon notice.

**RENEWAL:** We may elect not to renew the Plan upon 30 days' written notice to You.

**Cancellation.** This Plan is provided on a monthly basis and may be cancelled by You at any time for any reason by notifying AT&T. You can cancel this Plan at any time for any reason by contacting Us at 888.562.8662, visiting [att.com/myatt](http://att.com/myatt) or by writing the Administrator at: Asurion Customer Care Center, P.O. Box 332024, Nashville, TN 37203. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by You or by Us for any reason at any time. In the event We cancel this Plan, We shall provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. If We cancel this Plan, We will refund You 100% of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. For residents of Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, Puerto Rico, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdiction required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a ten percent (10%) penalty per month. If You fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with AT&T, or any AT&T feature including Protect Advantage for 1 that You purchase in combination with this Plan, for any reason constitutes cancellation of the Plan by You, subject to the terms and conditions of this Plan.

**Insurance.** This Plan is not an insurance policy however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Puerto Rico, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming and all other states required by law. If You have filed a claim under this Plan and We fail to pay, provide service or provide You with a refund owed within sixty (60) days, or if we become insolvent or otherwise financially impaired, You may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

**Limitation of Liability.** In the event of any error, omission or failure by Asurion or AT&T with respect to the Plan or the services provided by Asurion or AT&T hereunder, Asurion and AT&T's RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Asurion OR AT&T PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR AT&T BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR AT&T HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR AT&T PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY Asurion AND AT&T, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Plan immediately.

**Waiver.** No waiver in whole or in part of any term or condition of this Plan shall be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for Covered Equipment. We will post the current claim service fee schedule at [phoneclaim.com/att](http://phoneclaim.com/att), or You can ask for the current fee at any AT&T store or by calling 888.562.8662.

**Arbitration Agreement. Please read this section carefully.** It affects Your rights. For the purposes of this arbitration or small claims court agreement (referred to as the “A.A”) only, references to “we” and “us” also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the dealer (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Plan can be addressed simply by contacting us at 888.562.8662. In the event we cannot resolve any dispute with You, **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 TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute You have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent You from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent You from informing any government agency of Your dispute. They may be able to seek relief on Your behalf.

**2. ARBITRATION PROCESS:**

- a. How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of Your mailing address unless You and we agree to a different location.

**3. FEES:**

- a. In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that Your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse You for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if You send us a written request.

**4. ARBITRATION DECISION:**

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
  - We will pay You the greater of the damages or \$7,500.
  - We will also pay Your reasonable attorney’s fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney’s fees and expenses from You if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide You relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.**

Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. is null and void.

**State specific provisions:**

**In Alabama:** The Cancellation provision is amended by replacing all references to “the full Plan price” with “all monthly Plan charges”.

**In Arizona:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the dealer, its assignees, subcontractors and/ or

representatives, or to any conditions that the Obligor or dealer knew or reasonably should have known about. The Arbitration Agreement of this Plan does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Obligations of Asurion under this Plan are backed by the full faith and credit of Asurion. Subsection 5> of the second paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **“5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer while owned by You.”**

**In California:** For all products other than home appliances and home electronic products, the Cancellation section is amended as follows: If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been made or repairs that have been made. We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by You to Us, or the Plan being discontinued by Us or AT&T.

**The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting Us at [departmentc@asurion.com](mailto:departmentc@asurion.com) and/or 888.562.8663, by visiting [att.com/myatt](http://att.com/myatt), or by writing the Administrator at P.O. Box 332024, Nashville, TN 37203. This Plan is offered on a month to month basis, AT&T may offer other service contract programs and benefits which may be provided to You by AT&T. We obtained Your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.**

In California, the form number for use under this Plan is as follows:

577  
(09/21)  
v.PA1-2024NY

**In Connecticut:** In the event of a dispute with Us or the Administrator that cannot be resolved, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the Covered Equipment, the cost of repair of the Covered Equipment and a copy of this Plan.

**In Florida:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**In Georgia:** We may only cancel this Plan before end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated thirty (30) days prior to the effective date of cancellation. If this Plan is terminated before the expiration of the term, We will not deduct the cost of any covered claims that have been paid or repairs that have been made from Your refund. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the Arbitration Agreement provision shall affect Your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6. Subsection 1> of the first paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **“Incidental and consequential damages, only to the extent such damages are known to You or reasonably should have been known to You.”** Subsection 4> of the first paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **“pre-existing Operational Failures known to You, of the Covered Equipment occurring before the time it was established as the Covered Equipment.”**

**In Nevada:** If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Plan term, unless: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. Your right to void this Plan during the First thirty (30) days following receipt is not transferable and applies only to the original Plan purchaser. In the event of a Force Majeure, We will not cancel this Plan. However, We have no responsibility to provide coverage for specific delays or failures arising from a Force Majeure. In the event of a Force Majeure, this Plan will continue to provide any applicable coverage that is not related to the Force Majeure, unless such coverage is otherwise excluded under the provisions of this Plan. Subsection 5> of the second paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **“IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR**

**ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.”** Contact us at 888.562.8662 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**In New Hampshire:** Contact Us at 888.562.8662 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of the Plan is subject to RSA 542.

**In New Jersey:** This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

**In New Mexico:** If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Plan term, unless: **1>** You fail to pay any amount due; **2>** You are convicted of a crime which results in an increase in the service required under the Plan; **3>** You engage in fraud or material misrepresentation in obtaining this Plan; **4>** You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or **5>** any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan.

**In New York:** If Your Covered Equipment experiences an operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear during the manufacturer’s warranty period, device set-up for the replacement device you receive, may be available at an Authorized Service Provider by calling 888.562.8662.

**In North Carolina:** You understand that the purchase of this Plan is not required to purchase or to obtain financing for the Covered Equipment. We may non-renew, but may not cancel this Plan prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Plan.

**In Oklahoma:** Coverage provided under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Plan. Oklahoma license number: 44198043.

**In Oregon:** The Arbitration Agreement provision of this Plan is replaced with the following: “For the purpose of this Arbitration Agreement, references to “We” and “Us” include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the dealer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 888.562.8662. In the event we cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon.

**In Puerto Rico: Purchaser’s Name:** \_\_\_\_\_ **Mobile Phone Number/Plan Number:** □□□-□□□-□□□□

With respect to Plans purchased in Puerto Rico, the following changes apply: **1>** The Waiver provision of this Plan is deleted and does not apply. **2>** The Definition provision is amended to add the following definition: “**Acts of God and the Elements**” are destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornadoes, earthquakes, flood, hurricanes, tidal waves, among others. **3>** The Return of Replaced Equipment/Non-return Charge provision is amended to provide that the non-returned equipment charge is not to exceed the then current AT&T minimum advertised sales price of the replacement equipment. **4>** The Limitation of Liability provision is deleted in its entirety and replaced with the following: **Limitation of Liability.** In the event of any error, omission or failure by AT&T or Asurion with respect to the Plan or the services provided by AT&T or Asurion hereunder, AT&T and Asurion RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE Plan (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE Plan). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF AT&T or Asurion PERFORMANCE. FURTHER EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS Plan, AT&T and Asurion HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY AT&T or Asurion, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. **THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED PROVISION OF THIS PLAN.** **5>** The To Obtain Service and Cancellation provisions are amended to call Asurion Warranty Protection Services of Puerto Rico, Inc. Customer Care at 888.562.8662. **6>** The Claim Service Fee provision of this Plan is amended by removing all references to “claim service fee” and replacing it with the word “deductible”. **7>** If You have enrolled in coverage under this Plan, We guarantee that the Covered

Equipment is included in the list of eligible devices. **8>** The fifth sentence of the Agreement provision is deleted and replaced with the following: The changes will be considered accepted by You after at least sixty (60) days from the date we mailed the notice. **9>** The first sentence of the Plan Period provision is deleted and replaced with the following: Your coverage begins on the date you enrolled in the Plan and renews each month until terminated by You or by Us. **10>** The fourth sentence of the Arbitration Agreement provision is deleted and replaced with the following: In the unlikely event We cannot resolve any disputes, including claims under this Plan, that You or We may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.**

**In South Carolina:** Contact Us at 888.562.8662 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, SC 29201 or 1-800-768-3467.

**In Texas:** If You purchased this Plan in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas License Number: 344.

**In Utah: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the Cancellation section is deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation." The following language is added to the To Obtain Service section: "Failure to notify within the prescribed time will not invalidate the claim if you can show that the notification was not reasonably possible."

**In Virginia:** Contact us at 888.562.8662 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Plans to file a complaint.

**In Washington:** If We fail to act on Your claim, You may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait 60 days before filing a claim directly with Continental Casualty Company.

**In Wisconsin: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this Plan before the end of the agreed Plan term on the grounds of nonpayment of the Plan fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. If You cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The ninth sentence of the CANCELLATION section of this contract is deleted and replaced with the following: "If You fail to pay any monthly fee due under this Plan, this Plan will be cancelled by notifying you at least five (5) days prior to the effective date of cancellation. The fifth and sixth sentences of the first paragraph of the Arbitration Agreement provision of this Plan is amended as follows: **1> TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS PLAN, OR SMALL CLAIMS COURT. BY AGREEING TO THIS PLAN, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **2>** the sentence "Is governed by the Federal Arbitration Act." in the first sentence of subparagraph (b) of the Arbitration Agreement provision in this contract is deleted in its entirety.

**In Wyoming:** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or AT&T, or a substantial breach of duties by you relating to AT&T service or its use. The Arbitration Agreement provision in this Plan is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement provision, references to "We" and "Us" include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns; and the dealer its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan.



## AT&T PROTECH SUPPORT TERMS OF SERVICE

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record for AT&T wireless service, and purchases or uses the AT&T ProTech support Service (as defined below). This ProTech support Terms of Service is an agreement between AT&T and you ("Agreement").

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE SERVICE(S) AS DEFINED BELOW. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND AT&T. BY SELECTING THAT YOU AGREE, AND UTILIZING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.**

### I. DESCRIPTION OF SERVICES.

**AT&T ProTech support.** ProTech support is a monthly subscription service available to wireless subscribers of AT&T for the provision of personalized concierge support services to assist with most "how-to" and functionality questions relating to mobile devices and mobile applications ("ProTech support"; "Service", or "Services"). Service is available to those AT&T customers who have Eligible Devices (as defined below) and an active AT&T wireless post-paid account. The availability of these Services is contingent on certain criteria, including but not limited to Your location, technician availability and/or device/model type.

More specifically, ProTech support includes assistance in the following categories:

- a. **Basic Functionalities:** such as mobile device interoperability; transferring contacts; downloading and/or syncing files and music; storing, retrieving and managing files; sending and receiving pictures; and other.
- b. **Email/Internet Connectivity:** such as setting up GPRS/3G/4G data connection, email and messenger on mobile devices; blocking spam/junk emails; browsing and Internet/Wi-Fi connectivity; and other.
- c. **Device Onboarding:** such as offering mobile device and AT&T streaming setup and optimization via appointment scheduling or a digitally led experience.
- d. **Entertainment/Personalization:** such as social media website support; installing and removing apps, including social media application; activating and using GPS and Navigation; and AT&T entertainment and streaming support (e.g., setup, apps, preferences and settings); and other.
- e. **Streaming Advisor:** such as presenting recommendations via ProTech for setting up and optimizing a customer's AT&T streaming experience.
- f. **Performance Promise:** such as initial triage and assessment of your device designed to optimize device speed, device signal strength, and battery performance, and may also include device sanitization or other related Services where available. Service may be performed by phone, digitally or in person.
- g. **Technical Support:** such as difficulties with display issues; software issues; SIM card issues; email setting errors; and other. For more information on types of Services, go to [att.com/myprotectadvantage](http://att.com/myprotectadvantage).
- h. **Same-Day or Next-Day Delivery Service:** For select Supported Devices, in select locations, AT&T Protect Advantage for 1 and Protect Advantage for 4 customers may be eligible for same-day or next-day delivery services for replacements provided under their protection program and device setup by a ProTech (hereinafter, "Setup Services"). Setup Services provided with same-day or next-day delivery for replacements under the AT&T Protect Advantage for 1 and Protect Advantage for 4 programs may include activation, data migration services and/or initial device configuration and connectivity.
- i. **Data Recovery Service:** such as in-person expert assistance with restoring and/or transferring data, including but not limited to downloading data from a previous cloud or data storage backup or limited repair of the old device to access and transfer limited data off of the old device to the new device. The device must be able to connect to a network and have access to cloud or data storage. Data Recovery results are limited and not guaranteed.
- j. **Device Buff and Polish:** such as in-person polish service that may be able to remove certain scratches and scuffs from Eligible Devices. The ProTech technician will determine if the device is eligible for this Service. Results are not guaranteed and this Service is not intended to restore the device to the condition it was in when "new."

ProTech support may be provided by means determined by AT&T at its sole discretion and could include (but is not limited to) call, interactive voice response, click-to-call, messaging, web, digital, in store or in person. For details on how Services are provided, available tools, hours of operation and other information, go to [att.com/myprotectadvantage](http://att.com/myprotectadvantage).

ProTech support is provided to and available on the wireless phone number enrolled in ProTech support and its associated Eligible Device(s). You must provide the enrolled wireless phone number, including area code, when seeking assistance.

AT&T will use commercially reasonable efforts to provide Services. This means that if AT&T cannot resolve your problem after several commercially reasonable attempts, AT&T reserves the right, in its sole discretion, to end further efforts to resolve the problem. In addition, AT&T has limited proprietary information from vendors, manufacturers, and developers relating to the devices and/or applications and may not have the ability to obtain the proprietary information that may be necessary to resolve a specific technical problem. Technical problems that may arise may be the result of software or hardware errors not yet resolved by the hardware or software manufacturer, in which case AT&T may not be able to resolve the problem. Customers are encouraged to follow a practice of regularly backing up information. AT&T shall have no obligation to determine if all adequate back up steps were taken by you. However, if AT&T elects to determine if adequate back up steps were taken, AT&T may, but is not required to, decline to proceed with problem resolution in its sole discretion.

A broadband Internet connection is recommended, but not required for us to provide Service. You may be required to have a functional/working computer with newer operating systems, cables and software in order for us to assist you with the resolution of certain problems. We may also recommend a certain course of action for you to follow that is necessary to receive the Service. If you do not have a functional PC, cables or software when required, or are unable to follow AT&T recommendations, AT&T will have no obligation to provide the Service.

**Performance Promise.** Includes access to certain Services, provided to you directly by Asurion Protection Services, LLC that you become eligible for on the date of your initial enrollment in ProTech support and continues so long as you maintain your enrollment in the program.

Your Performance Promise Services include a series of checkpoints provided by ProTech that will help you optimize and maintain your device's performance over time. These checkpoints may include an initial triage and assessment of your device, device diagnostic check, and device sanitization, followed by a series of simple steps intended to optimize device speed, device signal strength and battery performance. You may also receive proactive alerts that will guide you through a personalized plan for recommended maintenance based on device age and performance. You can access Performance Promise at any time during your enrollment as needed based on device performance.

## II. ELIGIBLE DEVICES

As used herein, "Eligible Device(s)" means those devices eligible to receive the Services, as determined by us in our sole discretion.

## III. SAME-DAY OR NEXT-DAY DELIVERY SERVICE<sup>1</sup>

If You are enrolled in the AT&T Protect Advantage for 1 or AT&T Protect Advantage for 4 programs (consumer and business), and located in a market where same-day or next-day delivery is available, You may be eligible to receive Your replacement device on the same day or the day after you file your claim and it is approved for a replacement. Only claims approved by 4:00 p.m., local time, and that meet the eligibility requirements, may receive a replacement device from a ProTech by 9 p.m., local time, on the same day their claim was filed and approved. Claims approved after 4:00 p.m., local time and that meet the eligibility requirements, may receive their replacement device from a ProTech the next day. Your device's eligibility for this service is determined at the time a claim is made and approved. Limitations and exclusions may apply. Setup Services will not include dismantling or installation of equipment unrelated to the replacement Device. In order to be eligible for Setup Services, someone at least 18 years of age must be present at all times while the ProTech is on site and performing the requested Setup Services. The ProTech will contact you prior to delivering Your replacement device and Setup Services to verify the delivery window. If You do not confirm Your availability for Your scheduled delivery and Setup Services, ProTech reserves the right to cancel your delivery and Setup Services. If eligible for Setup Services, you may be required to sign a consent form to perform the requested services prior to any services being performed. You agree to provide a safe, non-threatening environment for ProTech to perform the Setup Services. The ProTech has the right to terminate Setup Services if they feel that You are not complying with any requirements contained in this TOS or any consent provided prior to the initiation of the Setup Services. Setup Services will continue until completion only if completion can occur within a reasonable amount of time, reasonableness will be at the discretion of the ProTech. In the event the Setup Services are stopped prior to Your device setup being complete, you may continue the Setup Services by calling a ProTech.

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<sup>1</sup> Same-day and next-day delivery is available in select locations and for select devices. Check [www.phoneclaim.com/att](http://www.phoneclaim.com/att) to determine if Your device is eligible and to determine markets where same-day and next-day delivery is available.



#### **IV. REMOTE ACCESS TOOLS; SOFTWARE**

**You may be asked if you desire to use a remote access tool for the provision of Services.**

To receive Services by using a remote access tool, you may be required to download and run a certain software application (on your Eligible Device and/or computer) that will allow remote access to your Eligible Device and its content to aid in the diagnosis and provisioning of the ProTech support (the "Remote Access Software"). In addition, you may be required to download and run other software applications necessary for the provision of ProTech support ("Other Software", and collectively with the Remote Access Software, the "Software"). You are prohibited from, and expressly agree not to, copy or modify Software or other materials provided with the Service. The Software may be provided by a third party and you will be required to accept the End User License Agreement ("EULA") provided by that third party prior to downloading the Software. You agree to comply with the EULA and any other terms and conditions that may be provided by the third party with Software and, in the event of a conflict, such Software-specific terms and conditions will take precedence over this Agreement as to such specific Software. In addition, if you work with a third party on any password or other access-control-oriented problems in connection with the use of the Remote Access Software or otherwise, we strongly recommend that you take steps to protect your password such as resetting such password(s) immediately following the completion of the Service.

#### **V. CHARGES.**

We will bill you a monthly recurring subscription fee for the ProTech support per each enrolled wireless phone number. Charges will automatically be billed to your active AT&T wireless account and will be part of your AT&T Mobility bill. You are responsible for paying all charges for or resulting from Services provided under this Agreement, including monthly recurring subscription fees and applicable taxes, surcharges and governmental fees, if any, whether assessed directly upon you or upon AT&T.

You will remain liable to pay any and all charges and fees for ProTech support even if AT&T does not resolve your problem for reasons described in Section 1 – Description of Service of this Agreement.

In the event this Agreement and the provision of the ProTech support is terminated, the charges relating to the Service will be prorated for the time period after such termination. You will receive a credit on your enrolled wireless phone number's AT&T wireless bill for the prorated amount within 1 to 2 billing cycles after termination of the Service.

#### **VI. CHANGES TO CHARGES AND TERMS**

We may change any term, condition, fee, expense, or charge regarding the Service or add new fees at any time. We may modify our billing practices. We may provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges, if any) by e-mail or such other means as AT&T determines to be most practicable. If we change the subscription fee or institute new fees or charges, or materially change the scope of the Service, we will notify you of such changes in advance. You are liable for all fees and charges in accordance with billing terms in effect at the time the fees or charges become payable.

#### **VII. TERMINATION**

You may cancel the provision of the ProTech support or terminate this Agreement at any time by notifying AT&T. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless service with AT&T, or AT&T Protect Advantage for 1 or 4 that You Purchased, constitutes cancellation of these Services. AT&T may, at its sole discretion, interrupt, suspend or cancel your Service and terminate this Agreement without advance notice for any reason, including, but not limited to the following: if we believe that (i) you violate this Agreement or your Wireless Customer Agreement; (ii) you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives; (iii) you fail to make all required payments when due; (iv) we have reasonable cause to believe that your Eligible Device is being used for an unlawful purpose or in a way that may adversely affect our network or the Service; or (v) you attempt to resell the Service. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination.

#### **VIII. CUSTOMER REPRESENTATIONS AND WARRANTIES.**

You represent and warrant you are a legal license holder of the software you use and you own any hardware or network devices you request AT&T to assist you with in association with the Services. AT&T will not assist you if you are not the legal license holder of software and owner of the device.

#### **IX. PRIVACY.**

The ProTech support is subject to the AT&T Privacy Policy located at <http://www.att.com/privacy>, as amended from time to time, which policy is incorporated herein by reference. As set forth in the AT&T Privacy Policy, we may share your personal information with third parties that perform Services for us or on our behalf, but we do not allow those third parties to use it for any purpose other than to perform the Services.

## **X. COMMUNICATIONS.**

You agree to receive electronic communications from Us related to Your use of ProTech services and/or the Applications (“Core Communications”), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to ProTech services, Your Device and the features available thereon, as well as Your use of that device (“Non-Core Communications”), and You can opt out of receiving those Non-Core Communications by following the “unsubscribe” instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.

## **XI. DISCLAIMER OF WARRANTIES.**

YOUR PURCHASE AND USE OF THE PROTECH SUPPORT SERVICE AND ANY ASSOCIATED SOFTWARE IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AT&T MAKES NO WARRANTY THAT (i) THE PROTECH SUPPORT SERVICE OR ANY SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE PROTECH SUPPORT SERVICE OR ANY SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROTECH SUPPORT SERVICE OR ANY SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, SOFTWARE, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PROTECH SUPPORT SERVICE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE PROTECH SUPPORT SERVICE WILL BE CORRECTED. AT&T DOES NOT WARRANT THAT THE PROTECH SUPPORT SERVICE WILL BE ERROR FREE OR THAT THE SOFTWARE IS FREE OF HARMFUL CODE. IF YOUR USE OF THE PROTECH SUPPORT SERVICE OR SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, AT&T IS NOT RESPONSIBLE FOR THOSE COSTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE PROTECH SUPPORT SERVICE AND ANY SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PROTECH SUPPORT SERVICES, ANY SOFTWARE, AND ANY PARTS THEREOF ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

## **XII. LIMITATION OF LIABILITY.**

IT IS YOUR RESPONSIBILITY TO BACK UP ALL APPLICATIONS AND DATA ON YOUR ELIGIBLE DEVICE MEMORY OR HARD DRIVE(S) PRIOR TO EVERY SERVICE REQUEST. AT&T AND/OR ITS THIRD-PARTY AGENT SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY APPLICATION, DATA OR FILES, OR ANY DAMAGE TO YOUR ELIGIBLE DEVICE OR COMPUTER.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AT&T AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, WHICH INCLUDES ITS THIRD-PARTY SERVICE PROVIDERS, AS WELL AS ANY AT&T PARENT, AFFILIATE OR SUBSIDIARY COMPANY, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, GOODWILL OR OTHER TANGIBLE/ INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF (A) THE USE OF THE PROTECH SUPPORT SERVICES OR ANY SOFTWARE USED IN CONNECTION WITH THE PROVISION OF THE SERVICE, (B) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION OR ADVICE PROVIDED IN CONNECTION WITH THE PROTECH SUPPORT SERVICES, AND/OR (C) THE INABILITY TO USE PROTECH SUPPORT SERVICES OR ANY SOFTWARE, IN EACH CASE, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE (BUT EXCLUDING CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADDITIONAL HARDWARE, SOFTWARE, INTERNET ACCESS FROM YOUR ELIGIBLE DEVICE OR COMPUTER AND/OR SPECIAL NETWORK CONNECTION MAY BE REQUIRED, AND YOU ARE SOLELY RESPONSIBLE FOR ARRANGING OR OBTAINING ALL SUCH REQUIREMENTS. SOME SOLUTIONS MAY REQUIRE THIRD PARTY PRODUCTS AND/OR SERVICES, WHICH ARE SUBJECT TO ANY APPLICABLE THIRD PARTY TERMS AND CONDITIONS, AND MAY REQUIRE SEPARATE PURCHASE FROM AND/OR AGREEMENT WITH THE THIRD PARTY PROVIDER. AT&T IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES CAUSED IN ANY WAY BY THE PRECEDING HARDWARE, SOFTWARE OR OTHER ITEMS/REQUIREMENTS FOR WHICH YOU ARE RESPONSIBLE.

AT&T'S TOTAL LIABILITY ARISING OUT OF THE PROTECH SUPPORT SERVICES, OR FROM AT&T'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE, AT AT&T'S SOLE DISCRETION AND OPTION, TO RE-PERFORM THE PROTECH SUPPORT SERVICES OR (b) REFUND ONE MONTH SUBSCRIPTION FEE GIVING RISE TO A CLAIM, IF ANY. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL AT&T BE LIABLE TO YOU FOR ANY MORE THAN ONE MONTH'S SUBSCRIPTION FEE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

### XIII. INDEMNIFICATION.

You agree to indemnify, hold harmless and release AT&T, its parent, affiliate and subsidiary companies and their directors, officers, employees and agents, which includes their third-party service providers, from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees, arising in any way from or relating to, directly or indirectly, your purchase or use of the ProTech support. This obligation shall survive termination of this Agreement (including termination of the ProTech support).

### XIV. GOVERNING LAW.

The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.

### XV. DISPUTE RESOLUTION BY BINDING ARBITRATION.

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling the AT&T ProTech support customer service department at 888-562-8662. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

### ARBITRATION AGREEMENT

1. AT&T and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
  - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, or example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta,

GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.att.com/arbitration-forms](http://www.att.com/arbitration-forms).

3. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.att.com/arbitration-information](http://www.att.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.
4. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
  - pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
5. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, AT&T agrees that it will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

## **XVI. IMPORT/EXPORT CONTROL.**

You acknowledge that Services and any Software (including, but not limited to, technical assistance) provided under this Agreement may be subject to import or export laws, conventions or regulations, and any use or transfer of the Software or

technical information must be in compliance with all such laws, conventions and regulations. You will not use, distribute, transfer or transmit any Software or technical information except in compliance with such laws, conventions and regulations. None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any Software, you are agreeing to the foregoing and representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. If requested, you agree to sign written assurances and other documents as may be required to comply with such laws, conventions and regulations.

#### **XVII. GENERAL INFORMATION.**

This Agreement, and any other policies or guidelines referenced herein, constitute the entire agreement between AT&T and you in connection with the ProTech support. This Agreement governs your use of the ProTech support, superseding any prior agreements between you and AT&T with respect to the subject matter of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, you and AT&T nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the impacted provision, and the other provisions of this Agreement will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the ProTech support or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

#### **XVIII. RESERVATION OF RIGHTS AND TRADEMARK INFORMATION.**

You understand and agree you receive no title or right of ownership in the ProTech support or to any Software or other materials provided to you in connection with the Services. All title, including but not limited to copyrights and patent rights, in and to the ProTech support, Software or other materials related to the Services are owned by AT&T or its affiliates, licensors or suppliers. All rights not expressly granted are reserved by AT&T and its affiliates, licensors and suppliers. Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other trademarks are the property of their respective owners.

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Applies to enrollments on or after 2/24/22