

asurionprotection

Terms & Conditions

Consumer Cellular® | asurion

We, the administrator or the seller from whom you purchased the covered product and this Plan, may make available additional products and services at a discount from time to time, for your consideration.

Asurion Protection

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE “PLAN”) ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please refer to the “To Make a Claim / How it works” provision below.

OBLIGOR: The company obligated under this Plan in the District of Columbia and all states, except Florida, is **Asurion Warranty Protection Services, LLC**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Warranty Protection Services of Florida, LLC**. In Puerto Rico, the company obligated under this Plan is **Asurion Warranty Protection Services of Puerto Rico, Inc.** who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

AGREEMENT: You agree to all the provisions of this Plan when You order and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (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 Consumer Cellular, you are authorizing us to communicate with you electronically. Your continued use of the Plan and payment of the charges, after such notice, constitutes your acceptance of the changes.

DEFINITIONS: Throughout this Plan, the following words have the following meanings:

1. **“we,” “us” and “our”** mean the company obligated under this Plan, as referenced in the **Obligor** section above;
2. **“administrator”** means (i) Asurion Warranty Protection Services, LLC in the District of Columbia and all states, except Florida; and (ii) Asurion Warranty Protection Services of Florida, LLC in Florida. The administrator can be contacted at: P.O. Box 061078, Chicago, IL 60606-1078, telephone 866-230-6881;
3. **“seller”** means Consumer Cellular, Incorporated (“Consumer Cellular”), the seller of the product and this Plan;
4. **“covered product”** means the consumer item that you purchased and is covered by this Plan on your account with Consumer Cellular on the date the breakdown occurs and for which air time has been logged by Consumer Cellular as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card;
5. **“you” and “your”** mean the individual who owns the covered product and purchased this Plan or the approved transferee;
6. **“breakdown”** means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; or (ii) power surge; or (iii) dust, heat or humidity; or (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use (“ADH”) or (vi) the standard battery’s failure to hold an electrical charge in accordance with the applicable performance threshold as shown on phoneclaim.com/consumercellular; and
7. **“replacement product”** means a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original covered product.

INSTRUCTIONS: This Plan, including the terms, conditions, limitations and exclusions, and your sales receipt and or order confirmation email for the covered product and this Plan, constitute the entire agreement between you and us. Please keep this Plan and your sales receipt and or order confirmation email for future reference; you may need them to obtain service. The covered product must be in good working condition prior to your enrollment in this Plan. You must follow the manufacturer’s instructions for proper use, care and maintenance of the covered product. Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to obtaining service; repairs to your covered product may result in the deletion of such data files.

WHAT IS COVERED: This Plan covers replacement or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product; or (ii) reimburse you for authorized repairs to, or replacement of, the covered product; or (iii) at our discretion, issue you a gift card or check, or the replacement cost of the covered product, as determined by us, based on its value immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. If the standard battery’s capacity to hold an electrical charge fails to meet the applicable performance threshold as shown on phoneclaim.com/consumercellular, we will repair, or, at our sole option, replace an unlimited number of standard batteries. If breakdown occurs in the standard battery, standard charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the breakdown of the covered product, we will also repair, or, at our sole option, replace one standard battery, one standard charger, or one Subscriber Identification Module (SIM) Card. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT PRODUCT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement products will be NEW OR REFURBISHED, in our sole discretion.** The wireless device provided as the replacement product immediately becomes the covered product. You hereby assign to us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any covered product that we replace. **NOTE: For Tablets and Mobile Phones:** 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 product.

COVERAGE BENEFITS BEGINNING ON THE DATE OF ENROLLMENT:

1. Power surge protection.
2. Unintentional and accidental damage from handling as a result of normal use (“ADH”).
3. **For New York Customers Only:** Your coverage includes a one-time reimbursement of up to \$15 for the cost of shipping your covered product to the manufacturer for repair or replacement during the manufacturer’s warranty period.

TERM OF COVERAGE: Your coverage begins on the date you enrolled in the Plan and continues month to month until terminated by you or by us. 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 your date of enrollment, 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 below. In the event your covered product 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.

HOW TO MAKE A CLAIM: If your covered product experiences a breakdown, you may go online to phoneclaim.com/consumercellular twenty-four (24) hours a day, seven (7) days a week, or you may call customer service between the hours of 7:00 a.m.-12:00 a.m. CST at 866-230-6881 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 must be authorized in advance. Unauthorized repairs or replacements may not be covered.** Depot, carry-in, or remote technician service may be available; the customer service agent will inform you of the type of service your covered product qualifies for during the filing of the claim. We will pay for the cost of shipping your covered product 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 product 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. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., and provide pictures of the covered product as a condition to receiving service or replacement or reimbursement under this Plan. You must file your claim within 60 days of a breakdown. If you fail to file your claim within 60 days, we may deny you coverage. All claims must be reported within 60 days after expiration of this Plan.

CHARGES FOR THIS PLAN: Each month during the term of this Plan, you will be charged for the cost of this Plan on your monthly billing statement from Consumer Cellular. The monthly cost of this Plan is indicated on your sales receipt or order confirmation email. 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. It is your responsibility to maintain a valid credit card or bank account information with the seller to process payments, failure to do so may cause your Plan to be cancelled. 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 product.

CLAIM LIMIT: Beginning on the date you enrolled, this Plan will cover up to, but no more than, the number of breakdowns listed in the schedule below (the “Claim Limit”).

Claim Limit	
Battery Repair/Replacement for Eligible Devices	No Limit
All Other Breakdowns	3 claims in a consecutive 12-month period

If the Claim Limit is exhausted before the end of the Plan term, our obligations under this Plan will be satisfied and your coverage will terminate. The 12-month period is calculated based on the date of loss for each covered breakdown. For any single claim, the maximum amount we will spend to replace or repair the covered product is \$3,500.

SERVICE FEE: A non-refundable service fee, plus applicable taxes, is due for each repair or replacement provided under this Plan, as set forth in the schedule below:

APPLE DEVICES

Covered Product Tier	All Replacements (Excluding Battery Replacements):	ADH Cracked Screen Repair for Eligible Devices:	Battery Replacement for Eligible Devices:
Tier 1	\$99	\$29	\$0
Tier 2	\$99	\$29	\$0
Tier 3	\$99	\$29	\$0

ALL OTHER DEVICES

Covered Product Tier	All Replacements (Excluding Battery Replacements):	ADH Cracked Screen Repair for Eligible Devices:	Battery Replacement for Eligible Devices:
Tier 1	\$0	N/A	\$0
Tier 2	\$0	N/A	\$0
Tier 3	\$0	N/A	\$0
Tier 4	\$49	N/A	\$0
Tier 5	\$99	\$29	\$0
Tier 6	\$99	\$29	\$0
Tier 7	\$99	\$29	\$0
Tier 8	\$249	N/A	\$0

NON-RETURN FEE: Covered products approved for replacement must be returned to us at our expense in the return mailer that was shipped to you within ten (10) days of delivery of the replacement product. You must return the replaced covered product as directed by us and according to the instructions included in the return mailer, including unlocking the device, or you will be charged a non-return fee of up to \$1,500. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

CHARGE FOR NON-COVERED CLAIMS: If we ship you a replacement product, we will notify you in writing within thirty (30) days of the return of the replaced covered product if we determine the returned covered product did not suffer a breakdown covered by the Plan. You will be charged a non-covered claim charge applicable to the model of replacement product provided up to \$1,500, unless you return the replacement product, in good working order, at your cost of shipping within fifteen (15) days of our notification. If you return the replacement product as required by this Plan, we will return to you your original covered product.

FREE TRANSFERABILITY: This Plan may be transferred to a subsequent owner of the covered product at no additional charge. To transfer you may call (888) 345-5509. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number. Products owned or leased by anyone other than you may not be made a covered product. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice.

MANUFACTURER'S RESPONSIBILITIES: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

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 conditions occurring before the time it was established as the covered product; and 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the covered product however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the covered product.

Further, Covered Product 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 Device on approved claims for replacement of the covered product if the charger has also failed); 4> Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers, and SIM Card), including but not limited to: color face plates, 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; and 6> Covered Product that is missing any part or parts.

RENEWAL: This Plan may be renewed at our discretion.

CANCELLATION: This Plan is provided on a month-to-month basis and may be cancelled by you at any time for any reason by notifying Consumer Cellular. You can cancel this Plan at any time for any reason at any time by emailing DepartmentC@asurion.com or by visiting <https://www.consumercellular.com/> or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. 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, excluding 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 us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to pay any monthly charge due under this Plan, this Plan will be cancelled immediately without notice. If we or the administrator cancel this Plan, you will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. For residents of Puerto Rico, AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY and any other jurisdictions(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of your account with Consumer Cellular, or any Consumer Cellular feature including Asurion Protection that you purchase in combination with this Plan, for any reason constitutes cancellation of the Asurion Protection by you, subject to the terms and conditions of this Plan.

INSURANCE SECURING THIS PLAN: 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 us, the administrator or Consumer Cellular with respect to the Plan or the services provided by us, the administrator or Consumer Cellular hereunder, ours, the administrator's and CONSUMER CELLULAR'S RESPONSIBILITY AND LIABILITY WILL 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 OUR, THE ADMINISTRATOR OR CONSUMER CELLULAR'S PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL WE, THE ADMINISTRATOR OR CONSUMER CELLULAR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE, THE ADMINISTRATOR OR CONSUMER CELLULAR HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR US OR THE ADMINISTRATOR OR CONSUMER CELLULAR 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 CONSUMER CELLULAR, 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.

Waiver: No waiver in whole or in part of any term or condition of this Plan will 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 the covered product. We will post the current claim service fee schedule at phoneclaim.com/consumercellular, or by calling 1-866-230-6881.

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.

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 the Obligor and administrator of this Plan (as defined above), and (2) the seller (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 866-230-6881. 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 37222-0656.
 - 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 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 VARIATIONS: The following state variations control if inconsistent with any other terms and conditions:

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration of the monthly 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. 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. The third sentence of the Cancellation section is deleted and replaced with the following: "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,." Item 5> of the second paragraph of the WHAT IS NOT COVERED section is deleted and 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;". Obligations of Asurion under this Contract are backed by the full faith and credit of Asurion.

CALIFORNIA RESIDENTS: 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, excluding 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 seller.

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 or (888)345-5509, or by visiting <https://www.consumercellular.com/>, or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. This Plan is offered on a month to month basis, Consumer Cellular may offer other service contract programs and benefits which may be provided to You by Consumer Cellular. 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:

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CONNECTICUT RESIDENTS: 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 product, the cost of repair of the product and a copy of the Plan. In the event your covered product 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.

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

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its [monthly] term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and will conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the expiration of its monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence in the Cancellation section is deleted and replaced with the following: "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." This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan 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 waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision will 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.

NEVADA RESIDENTS: 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 only cancel before the expiration of the Plan term due to the following reasons: 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. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 866-230-6881 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. The following language is added to item 5> of the second paragraph of the What Is Not Covered section: "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 breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan."

NEW HAMPSHIRE RESIDENTS: Contact us at 866-230-6881 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 this Plan is subject to Revised Statutes Annotated 542.

NEW JERSEY RESIDENTS: 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.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, 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 increase 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.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for the product. 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. The third sentence in the Cancellation section is deleted and replaced with the following: "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 an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made."

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

OREGON RESIDENTS: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above. Most of your concerns about the Plan can be addressed simply by contacting us at 866-230-6881. 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 will be conducted within the state of Oregon."

PUERTO RICO: Purchaser's Name: _____ Contract Number: _____

With respect to Contracts purchased in Puerto Rico, the following changes apply: (1) The **Definitions** 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, floods, hurricanes, tidal waves, among others. (2) Item (iii) in the second sentence of the **What is Covered** provision is deleted and replaced with the following: "(iii) at our discretion, issue you a gift card or check, or the replacement cost of the covered product, as determined by us, based on its value immediately prior to the breakdown." (3) The fourth sentence in the Cancellation provision is deleted and replaced with the following: "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." (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 Consumer Cellular or Asurion with respect to the Program or the services provided by Consumer Cellular or Asurion hereunder, Consumer Cellular and Asurion's RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE Program (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE Program). All references to Asurion and Consumer Cellular shall include references to any of Our employees, agents, representatives or associated businesses. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF CONSUMER CELLULAR OR ASURION'S PERFORMANCE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, CONSUMER CELLULAR AND ASURION HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY CONSUMER CELLULAR 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 CONTRACT.** (5) The ARBITRATION OR SMALL CLAIMS COURT AGREEMENT provision of this Contract is amended to add the following: Any award rendered in accordance with this Contract's Arbitration Agreement shall be a nonbinding award against You, provided that You reject the arbitration decision in writing to Us within forty-five (45) days of the arbitrator's award. If You reject the arbitration decision pursuant to the terms herein, You may go to the courts of Puerto Rico to resolve the dispute. (6) The fifth sentence of the **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision is deleted and replaced with the following: In the unlikely event We cannot resolve any disputes, including claims under this Contract, that You or We may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH NONBINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.** (7) The last sentence of the **Charge for Non-Covered Claims** provision is deleted and replaced with the following: If You return the Replacement Equipment as required by this Contract, We will return to You Your original Covered Equipment and no shipping and restocking charge (\$0.00) will be included on Your Bill. (8) The **Service Fee** provision is retitled "Deductible" and all references to "service fee" throughout this Contract are deleted and replaced with the word "deductible." (9) If You have enrolled in coverage under this Program, We guarantee that the Covered Equipment is an Eligible Wireless Communications Device, and as such is included in the list of eligible devices. (10) 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. (11) In the **TRANSFERABILITY** provision the reference to "abuse of" is replaced with "fraudulent activity under". (12) Item 3> of the **What is Not Covered** provision is amended by deleting the word "abuse". (13) The second sentence of the introductory paragraph is amended as follows: "IT PERMITS YOU TO RESOLVE ANY DISPUTES WITH US OR CONSUMER CELLULAR (AS HEREINAFTER DEFINED) THROUGH NONBINDING ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU." (14) The Renewal provision is deleted in its entirety and replaced with the following: "**Renewal:** This plan may be renewed at our discretion." (15) Item 2. of the **Definitions** section is amended to include: "(iii) Asurion Warranty Protection Services of Puerto Rico, Inc. The administrator can be contacted at: P.O. Box 061078, Chicago, IL 60606-1078, telephone 866-230-6881."

SOUTH CAROLINA RESIDENTS: Contact us at 866-230-6881 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 South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

TEXAS RESIDENTS: 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.

Utah Residents: 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." Failure to notify within the prescribed time will not invalidate your claim if you can show that notification was not reasonably possible.

VIRGINIA RESIDENTS: Contact us at 1-866-856-3882 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 Programs to file a complaint.

WASHINGTON RESIDENTS: 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 sixty (60) days before filing a claim directly with Continental Casualty Company.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: "**TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, 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 ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS**"; and (2) subsection 1.(b) is deleted in its entirety.

WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or Consumer Cellular, or a substantial breach of duties by you relating to the Consumer Cellular service or its use. The Arbitration Agreement provision of 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 will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns.

Administered by:
Asurion Warranty Protection Services, LLC
Asurion Warranty Protection Services of Florida, Inc.
Asurion Warranty Protection Services of Puerto Rico, Inc.
P.O. Box 1340 • Sterling, VA 20167-1340
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Name: _____

Address: _____