

Optimum Mobile Insurance

Insurance Coverage Certificate

optimum.
mobile

asurion

Optimum Mobile Insurance

Summary of Key Terms and Conditions

Optimum Mobile Insurance	Monthly Charge (per enrolled mobile number): Tier 1 - \$0.80; Tier 2 - \$1.10; Tier 3 - \$3.00.
Billing	Your Protection Plan will continue to renew monthly until canceled. Monthly charges are billed to your monthly wireless bill. Applicable deductibles are paid by credit card at time claim is approved. All applicable taxes and surcharges extra.
Covered Incidents	Insurance: Loss, theft, unrecoverable and damage (excluding Accidental Damage from Handling) For coverage to apply to a mobile device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss.

Terms and conditions are subject to change and contain limitations and exclusions.

The Asurion Privacy Policy is available at <https://www.asurion.com/privacy-notice/>

Deductibles

A nonrefundable deductible will be charged at the time of approved claim, payable by credit card. Amounts may vary by tier as determined by device model.

	TIER 1	TIER 2	TIER 3
INSURANCE DEDUCTIBLES			
Lost/stolen/ unrecoverable	\$50	\$180	\$280
Damage (excluding Accidental Damage from Handling)	\$40	\$99	\$99

Sample Device Schedule

Below are devices eligible for enrollment. This list may change from time to time. For an up to date list of covered devices, go to [asurion.com/claims/optimummobile](https://www.asurion.com/claims/optimummobile).

You can also check [asurion.com/claims/optimummobile](https://www.asurion.com/claims/optimummobile) anytime your device changes for your applicable deductibles and monthly charge.

TIER 1	TIER 2	TIER 3
Galaxy A32 5G 64GB	Galaxy S21 5G 128GB	Galaxy S21 Ultra 5G 128GB
Galaxy A12 32GB	Galaxy A54 128GB	Galaxy Z Flip3 5G 128GB
Galaxy A13 64GB	Galaxy S23 256GB	Galaxy Z Fold3 5G 256GB
Galaxy A14 64GB	Galaxy S24 128GB	iPhone 14 Pro 128GB
Galaxy A15 128GB	iPhone 12 Pro Max 128GB	iPhone 14 Pro Max 256GB
iPhone 11 Pro 64GB	iPhone 13 Pro Max 128GB	iPhone 15 Pro 128GB
iPhone SE 64GB	iPhone X 64GB	iPhone 15 Pro Max 256GB
iPhone XR 64GB	iPhone 15 Pro 128GB	
Moto G 128GB	Samsung A51 128GB	

Replacement Device	Claims fulfilled with a replacement device and approved by 12am ET Mon - Sat (10am Sun) will be shipped and in most cases delivered the next day. Replacement devices may be new or refurbished of the same or like kind and quality model. Phone color, brand, model and features may be different.
Covered Device	Includes the wireless device and, if part of the covered loss, standard battery, standard charger, and SIM card.
Claims Limits	Insurance: Three (3) claims per consecutive 12-month period. \$2,500 maximum value per claim.
Cancellation Policy	You may cancel your optional coverage at any time and receive a refund of your unearned monthly premium/charges.
Arbitration	Program coverage contains binding arbitration (express state exemptions may apply; please see your terms and conditions).
Deductibles	A non-refundable deductible will be charged for each approved insurance claim. Amounts are based on device tier and claim type. For eligible devices by tier, see the list on page 4. For a full list of devices by tier, call Asurion at 866-395-4289 or visit asurion.com/claims/optimummobile . Please visit asurion.com/claims/optimummobile and refer to your terms and conditions anytime your device changes.

Device Replacement

- Enjoy as fast as next-day replacement for eligible devices (subject to parts, location, and technician availability).
- The replacement device will be the same make/model you claim if available. If unavailable, a comparable make/model will be substituted.
- Claims may be fulfilled with new or refurbished equipment and may contain original or non-original parts. Replacement devices may be a different brand, model or color.
- Your replacement device comes with a 12-month limited warranty.

Important Disclosures

Dispute Resolution/Binding Arbitration

BINDING ARBITRATION: WHILE WE TRY AND RESOLVE DISPUTES, THE COVERAGE CERTIFICATE CONTAINS A MANDATORY BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VII (F) OF THE COVERAGE CERTIFICATE. THE ARBITRATION AGREEMENT DOES NOT PREVENT YOU FROM INFORMING FEDERAL, STATE OR LOCAL AGENCIES OF ANY DISPUTE. IF YOU DO NOT AGREE TO SUBMIT DISPUTES TO BINDING AND INDIVIDUAL ARBITRATION, OR YOU DO NOT AGREE TO ANY OTHER PROVISION OF THE ARBITRATION AGREEMENT, YOU SHOULD NOT ENROLL IN WIRELESS PHONE PROTECTION PRODUCTS.

Electronic Communications

Program communications, including legal notices and terms and conditions, may be sent to you electronically using the last email address on file with Optimum, the mobile number identified in the Optimum system as the account owner and/or any other email address or mobile number you provide to Optimum 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.

Cancellation Policy

You may cancel your optional coverage at any time by calling Optimum at 866-200-7186 and receive a prorated refund of your unearned monthly charge.

Coverage Certificate

The Coverage Certificate is the entire agreement between you and the insurer, and contains the complete terms and conditions of the coverage.

Coverage is Optional

Insurance coverage is optional, and you are not required to purchase in order to buy Optimum services or devices. Insurance program enrollment and replacement authorization shall be at the sole discretion of Allianz Global Risks US Insurance Company; Asurion Insurance Services, Inc., the plan Agent; or any other authorized representative of Allianz Global Risks US Insurance Company, in accordance with the terms of the Coverage Certificate and applicable law.

Customer Satisfaction

Asurion Insurance Services, Inc. and Allianz Global Risks US Insurance Company 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 **888-864-0428**. For Residents of California, Indiana, Maryland and Illinois: Consumer hotlines in your state for the California Department of Insurance is **800-927-HELP (4357)**; for the State of Indiana Department of Insurance is **1-800-622-4461**; and for the Maryland Department of Insurance is **1-800-492-6116**. The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at **1-866-445-5364** or online at **<https://mc.insurance.illinois.gov/messagecenter.nsf>** (online form) or **<https://insurance.illinois.gov/Complaints/PropertyCasualtyComplaintForm.pdf>** (printable format).

Non-Return Fee

If your device is damaged or if your lost device is later found, you can avoid non-return fees of up to \$1,500 (the fee is based on the cost of the claim to the insurance or obligor company) by simply returning the device as directed by us in the return envelope that we provide to you.

Fraud

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.

New York Producer Compensation

Optimum (producer) has a limited license to sell wireless communications equipment insurance in New York (license # LR - 1851898) and will be paid a portion of your contract purchase price by the insurer, Allianz Global Risks US Insurance Company. The producer will be compensated by the insurer if you purchase the insurance. The producer's compensation may vary based on the product you purchased. For more information about compensation, please ask your sales representative or call 866-395-4289.

Duplication of Coverage

The Coverage Certificate may provide a duplication of coverage already provided by a consumer's personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy or other source of coverage. This insurance is primary over any other insurance you may have.

Associate Qualifications

Unless otherwise licensed, Optimum associates are not qualified or authorized to evaluate the

adequacy of your existing insurance coverage. Questions regarding this plan should be directed to Allianz Global Risks US Insurance Company's licensed agent, Asurion Insurance Services, Inc.

Insurance Limitations and Exclusions

The insurance coverage contains limitations and exclusions including loss caused by indirect or consequential loss, intentional acts, obsolescence, cosmetic damage, faulty repair, unauthorized repair or replacement, discharge, dispersal or abuse, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, accidental damage from handling, damage to batteries (unless otherwise covered as part of an Included Accessory when part of a Loss to other Covered Property), malware, nuclear reaction, war, seizure, nonstandard software, and failure to reasonably protect the device from further loss are excluded. Complete exclusions and limitations can be found in the full terms and conditions.

Agreement to Terms and Conditions

You agree to Terms and Conditions, including the Coverage Certificate/Policy when you enroll.

How to file a claim:

Just go to **asurion.com/claims/optimummobile**, available 24/7, or call **866-395-4289** (available daily from 7am – 11pm ET).

NOTE: Holidays may affect hours of operation. Claims must be filed within 60 days of the incident.

**Optimum Mobile
Insurance Coverage
Certificate**

**ALLIANZ GLOBAL RISKS US INSURANCE
COMPANY COMMERCIAL INLAND MARINE
PORTABLE ELECTRONIC COMMUNICATIONS
EQUIPMENT COVERAGE CERTIFICATE**

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 Allianz Global Risks US Insurance Company. The word “**Agent**” means Asurion Insurance Services, 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.

If your request is approved, coverage is retroactive to the date it 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. Your premium is determined by the device tier of your Covered Property, as shown in the schedule below.

Equipment Category	Monthly Premium Per Enrolled Wireless Number
Tiers 1 – 3	Insurance Premium is included in the Optimum Mobile Protection Plan monthly charge

D. DEDUCTIBLE.

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

Equipment Category	Deductibles Applicable to Each Lost, Stolen, Unrecoverable Claim
Tier 1	\$50.00
Tier 2	\$180.00
Tier 3	\$280.00

Equipment Category	Deductibles Applicable to Each Damage Claim
Tier 1	\$40.00
Tier 2	\$99.00
Tier 3	\$99.00

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 \$2,500.00 for each approved repair or replacement.

B. AGGREGATE LIMIT.

We will provide a maximum of three (3) repairs or replacements of Covered Property per Wireless Number in any one twelve (12) 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) 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) 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 Agent within sixty (60) days from the Date of Loss. You must submit all claims through our Agent 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 Agent'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 Agent 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 sixty (60) days 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 Agent 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 fifteen (15) 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 Agent 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; repaired or replacement devices:
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 tier 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 Agent 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 110656, Nashville, TN 37222-0656, 866-200-7186 You may also dial 611 from your Optimum mobile phone or cancel via the Self-Care URL at <https://mymobile.optimum.com/login>.
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. If you cancel coverage under this Certificate, we will refund ninety percent (90%) of any pro-rata unearned premium. 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 twelve (12) 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 Allianz Global Risks US Insurance Company coverage certificate issued to you by your Service Provider within the previous twelve (12) 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 Agent; 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 Allianz Global Risks US Insurance Company, our Agent, and the Service Provider, as defined herein.** Most of your concerns about this Certificate can be addressed simply by contacting us at 888-275-5108. 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 37122-0656.

- 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 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 the United States and its territories 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.**
- P.** We have no responsibility for delays or failures in performance 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 Policy coverage with thirty (30) days' notice or other longer period as required by law.

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 Agent.
- B.** "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Communications Equipment Coverage Certificate.
- C.** "Covered Property" means: The eligible wireless device owned or leased by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or

Mobile Equipment ID (MEID)) of such wireless device is reflected in the records of the Service Provider at the time your coverage initially became effective; and 2) for which outgoing airtime usage has been logged with the Service Provider on your account after coverage became effective; unless you have logged outgoing airtime on a different wireless device immediately prior to the time of loss, in which case such wireless device becomes the covered property so long as: i) such wireless device is owned or leased by you and you provide us proof of ownership or lease and ii) airtime usage was logged on such device on your account with the Service Provider immediately prior to the time of loss.

- 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, one Subscriber Identification Module (SIM) card; one standard battery; and one standard charging accessory.
- 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 Agent.
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: Optimum
- 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.

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

If you are a resident of Arkansas, Kentucky, Louisiana, Oklahoma or West Virginia; 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 or Nevada.

B. STATE CHANGES – MISCELLANEOUS

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.

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.

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.

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 following is added to Section III. Exclusions C.1.: "However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss, provided that the loss is otherwise covered under this Coverage Certificate and the perpetrator of the loss is criminally prosecuted for the act causing the loss." (ii) The title of Section VII.F., including all references to Section VII.F., is changed to "ARBITRATION". (iii) 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). (iv) 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." (v) 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. (vi) Section VII.F.1.b is deleted. (vii) In Section VII.F.1.(d) the phrase "small claims" is deleted. (viii) Section IX.A. STATE CHANGES does not apply to Kentucky residents.

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.

Missouri: The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH YOUR CHOICE OF BINDING ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

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

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.

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 or Small Claims Court Agreement is amended to include the following additional language: If an arbitration decision is not issued within three (3) 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.

West Virginia: Section VII. F. Arbitration or Small Claims Court Agreement is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 888-275-5108. 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.

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 Agent as follows:

Asurion Customer Care Center
P.O. Box 11065, Nashville TN 37222-0656
844-213-2061

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