

# Welcome to AT&T Protect Insurance for 4

**Important Information,  
including Terms and Conditions**

Effective January 24, 2024

# AT&T Protect Insurance for 4 Program Details

<b>Monthly Charge</b>	\$12.25/month per mobile account enrolled. Includes AT&T Protect Insurance for up to four eligible devices.
<b>Enrollment</b>	Enrollment in this program <b>will continue to renew monthly on your AT&amp;T wireless bill until cancelled.</b>
<b>Claim Limits</b>	Unlimited number of claims with a maximum device value of \$3,500 per claim.
<b>Replacement for Connected Devices</b>	As soon as next-day device replacement for connected devices*. Claims may be fulfilled with new or AT&T Certified Restored equipment of the same make and model or other make or model of like kind and quality and may be previously opened, used, refurbished or remanufactured, and/or may contain original or non-original replacement parts. Colors, brand, and features may be different. Compatibility of accessories is not guaranteed. Claims approved by 4pm (local time) may be able to receive a replacement device the same day.
<b>Replacement for Non-Connected/ Devices</b>	AT&T Protect Insurance for 4 devices that are not connected to the AT&T network (Wi-Fi® tablets) are provided a replacement. Claims may be fulfilled with new or refurbished replacement devices of the same or similar make and model or other model of like kind and quality. Replacement devices may be previously opened, used, refurbished or remanufactured, and/or may contain original or non-original replacement parts. Colors, brand, and features may be different. Compatibility of accessories is not guaranteed.
<b>Covered Incidents</b>	Loss, Theft, and Damage (excluding Accidental Damage from Handling).

<b>Cancellation Policy</b>	You can cancel your optional coverage at any time and receive a prorated refund of your monthly charges by calling 888.562.8662 or going to <a href="http://att.com/myatt">att.com/myatt</a> . We may cancel or change terms by giving you prior written notice as required by law.
<b>Covered Equipment</b>	<b>Phone, Tablet (Connected or Non-connected), Laptop, or Watch</b> — Includes the device and standard battery and, if part of the covered loss, standard battery charger and SIM/eSIM. <b>Wireless Home Phone</b> — Includes the device plus power cord, back up battery, phone cable and SIM/eSIM. For coverage to apply, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to four devices at any given time. The covered connected device will be the most recently used device on your wireless line at the time of the loss.
<b>Bring Your Own Device</b>	When you bring your own device and activate service with it on the AT&T network, it may be eligible for enrollment in device protection within 30 days. If the device make/model is currently or was previously sold by AT&T, the applicable replacement and Deductible Tier for that specific make/model applies for all approved claims. For a device make/model that has never been sold by AT&T, the Deductible and monthly fee for Device Tier 2 applies. Replacement options will vary. Device must be in good working condition and may be subject to inspection prior to enrollment.
<b>Arbitration</b>	In the unlikely event we cannot informally resolve any disputes, including any claims under the AT&T Protect Insurance for 4 program, you will be required to (except where express state exemptions are provided): 1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH THE COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS.

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

## Deductibles for Replacement of Connected Devices and Non-Connected Devices

A non-refundable deductible will be charged for each approved claim. Deductible amounts are based on device tiers.

### Connected Devices

Device Tier	Deductible
Tier 1	\$25
Tier 2	\$100
Tier 3	\$225
Tier 4	\$275

### Non-Connected Devices

Wi-Fi®-only Tablet	\$199
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To see the deductible amount for your device, go to [phoneclaim.com/att](https://phoneclaim.com/att). Some devices may be moved to a different deductible tier during their lifecycle.

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

### Deductible for Replacement Devices

#### Device Tier 1 \$25

Apple® Watch SE GPS + Cellular 40mm (Aluminum Case - All Bands)  
AT&T Cingular Flip IV  
Netgear Nighthawk M6  
Samsung Galaxy A13/A14 5G/A51/A51 5G  
Samsung Galaxy Watch 5 40mm

#### Device Tier 2 \$100

Apple® Watch SE GPS + Cellular 44mm (Aluminum Case - All Bands)  
Apple® Watch 8 GPS + Cellular 41mm (Aluminum Case - All Bands)  
Apple® Watch 9 GPS + Cellular 41mm (Aluminum Case - All Bands)  
Apple® Watch 9 GPS + Cellular 45mm (Aluminum Case - All Bands)  
Apple® iPhone® SE/SE 2020/SE 2022  
Google Pixel Watch  
Samsung A52 5G/A53 5G/A54 5G  
Bring Your Own Device (a non-AT&T make/model)

#### Device Tier 3 \$225

Apple® iPhone® 13 Mini 128GB  
Apple® Watch 8 GPS + Cellular 41mm (Stainless Steel Case - All Bands)  
Apple® Watch Ultra GPS + Cellular (All Cases - All Bands)  
Apple® Watch Ultra 2 GPS + Cellular (All Cases - All Bands)  
Apple® Watch 9 GPS + Cellular 41 mm (Stainless Steel Case – All Bands)  
Apple® Watch 9 GPS + Cellular 45 mm (Stainless Steel Case – All Bands)  
Google Pixel 6  
Samsung Galaxy S21 5G/S22 5G 128GB/S23 5G 128 GB  
Microsoft Surface Go 3 Surface Duo

#### Device Tier 4 \$275

Apple® iPhone® 13 Mini 256GB/13 Mini 512GB  
Apple® iPhone® 13/13 Pro/13 Pro Max  
Apple® iPhone® 14/14 Plus/14 Pro/14 Pro Max  
Apple® iPad® Pro 11-inch (2022)/12.9-inch (2022)  
Samsung Galaxy Z Fold2 5G/Z Fold3 5G/Z Fold4/Z Fold5 5G  
Samsung Galaxy S22 5G 256GB/S22+/S22 Ultra  
Samsung Galaxy Z Flip 5G/Z Flip3 5G/Z Flip4/Z Flip5 5G  
Samsung Galaxy Tab S8+  
Google Pixel 6 Pro/7 Pro/Fold 5G  
Samsung Galaxy S23 5G 256GB/S23 Plus 5G/S23 Ultra 5G

## AT&T Protect Insurance for 4 program details

### Insurance for up to 4 eligible mobile devices (enroll within 30 days of new activation or upgrade)

- One primary eligible device must be connected to a monthly AT&T post-paid wireless plan (connected device).
- Second, third and fourth eligible device can be connected to a monthly AT&T post-paid plan (including smartphones, and connected tablets or laptops on the same account), or be non-connected Wi-Fi only tablets—that is, tablets that are not connected to a monthly AT&T rate plan.
- Your primary connected device is automatically registered with enrollment in the program, but your second, third and fourth devices can be registered later when you file a claim.
- You cannot have more than 4 eligible devices registered at any time.
- 30-day waiting period after enrollment for non-connected devices before insurance coverage applies.
- Once a claim is approved your mobile number (connected device) or device (non-connected device) is registered and will remain registered as one of your four covered mobile number/devices for a period of 12 months.
- After 12 months (from the date of the approved claim), your covered mobile number (connected) or device (non-connected) registration can be changed.
- Each approved claim restarts the 12-month registration period for the mobile number (connected device) or device (non-connected device).
- Although unlimited, each approved replacement requires the replaced device to be registered (registration can be changed 12 months from the date of the approved claim).

## Important Disclosures for AT&T Protect Insurance for 4

*Protect Insurance for 4 is underwritten by Continental Casualty Company, a CNA company (CNA), and administered by Asurion Protection Services, LLC (in Iowa, Lic. #1001002300, in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #0D63161, in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), a licensed agent of CNA.*

### Coverage Is Optional

AT&T Protect Insurance for 4 is an optional coverage that you are not required to purchase. Program enrollment and replacement authorization shall be in the sole discretion of Continental Casualty Company, a CNA member company, Asurion, (the plan administrator), or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate and applicable law.

### Limitations and Exclusions

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

### Communications

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

### Easy Claim Process

You can file lost, stolen and damaged claims quickly and easily and receive status updates and tracking information via email. The nonrefundable deductible associated with your device model is charged to your monthly wireless bill.

- Call Asurion at **888.562.8662** or file a claim at [phoneclaim.com/att](http://phoneclaim.com/att). Asurion representatives are available to help Monday through Friday from 8 a.m. to 10 p.m. ET; Saturday and Sunday from 9 a.m. to 9 p.m. ET. Holidays may affect hours of operation.
- Have the make and model of your device available.
- Report the claim as soon as possible but within 60 days of the date of loss.
- For lost and stolen claims on mobile devices, please contact AT&T Customer Care at 866. MOBILITY to temporarily suspend service and prevent unauthorized use.

### Non-Return Fee

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

### Other Coverage

Protect Insurance for 4 may provide a **Duplication of Coverage** already provided by your personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy, or other source of coverage. This insurance is primary over any other insurance you may have. Unless otherwise licensed, AT&T associates are **not qualified or authorized** to evaluate the adequacy of your existing insurance coverage. Questions regarding this program should be directed to CNA's licensed agent, Asurion Protection Services, LLC.

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

Asurion Protection Services, LLC

Asurion Protection Services Insurance Agency, LLC  
Customer Care  
P.O. Box 411605  
Kansas City, MO 64141-1605  
CA License #0D63161  
Telephone: 888.562.8662

### Dispute Resolution

The Coverage Certificate contains a binding and individual Arbitration Agreement. You can obtain a complete copy of the Arbitration Agreement by visiting [phoneclaim.com/att](http://phoneclaim.com/att). You should read the Arbitration Agreement carefully and completely, since it affects your rights. The Arbitration Agreement requires you to: **1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR**

**SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR ARBITRATIONS.** Arbitration is more informal than a lawsuit in court, and it uses a neutral arbitrator instead of a judge or jury. The Arbitration Agreement allows arbitration proceedings to take place in the county of your billing address and requires that those proceedings be administered by the American Arbitration Association (“AAA”) in accordance with their Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. You can learn more about the AAA and those rules by visiting [adr.org](http://adr.org). The Arbitration Agreement does not prevent you from informing federal, state or local agencies of any dispute, since they may be able to seek relief on your behalf. If you do not want to submit disputes to binding and individual arbitration or you do not agree to any other provision of the Arbitration Agreement, you should contact AT&T and cancel your AT&T Protect Insurance for 4 coverage. You will receive a prorated refund of any amounts paid for that coverage.

## Customer Satisfaction

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

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

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

The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at (877) 527-9431 or online at <https://mc.insurance.illinois.gov/messagecenter.nsf> (online form) or <https://insurance.illinois.gov/Complaints/PropertyCasualtyComplaintForm.pdf> (printable format).

## For Residents of Washington

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

NOTE: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim on an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree. In Oregon this note does not apply.

## All applicable taxes and surcharges extra

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

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## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

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

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714 9091

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

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

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

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

# Commercial Inland Marine Portable Electronics Equipment Coverage Certificate

Some provisions in this Protect Insurance for 4 Coverage Certificate (“Certificate”) restrict coverage. Read this entire Certificate carefully. It sets forth each party’s rights and duties and what is and is not covered.

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

In this Certificate, the words “Authorized Representative” and “Asurion” refers to Asurion Protection Services, LLC except as follows: In California, Asurion Protection Services, LLC does business as Asurion Protection Services Insurance Agency, LLC (CA license #: OD63161). In Puerto Rico, “Asurion” refers to Asurion Protection Services of Puerto Rico, Inc.

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

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

## I. COVERAGE.

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

### Information About Your Coverage

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

#### A. WHAT WE INSURE.

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

#### B. COVERAGE PLAN

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

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

#### C. PROPERTY NOT COVERED.

The following are not covered:

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

#### D. PAYMENT OF PREMIUMS.

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

Device Tier	Monthly Premium Per Enrolled Wireless Number
Device Tier 1	\$12.25
Device Tier 2	\$12.25
Device Tier 3	\$12.25
Device Tier 4	\$12.25

## E. WHEN COVERAGE IS EFFECTIVE.

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

Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved. The successful completion of a test call to the Covered Property may be required prior to coverage becoming effective.

For Non-Connected Covered Property, coverage only applies to Losses occurring on or after the thirtieth (30<sup>th</sup>) day following the submission of your request for enrollment.

Eligibility for enrollment after Initial Activation may be subject to limitation.

## II. EXCLUSIONS.

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

- A. Indirect or consequential loss, including loss of use; interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in repairing or replacing lost or damaged Covered Property.
- B. Loss due to the intentional parting with Covered Property by you or anyone entrusted with the Covered Property.
- C. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives or anyone you entrust with the property and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- D. Loss due to obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
- E. Loss caused by or resulting from any cosmetic damage to Covered Property, however caused that does not affect the function of the Covered Property. Such excluded types of loss include, but are not limited to, scratches, marring, cracks, and changes or enhancement in color, texture, or finish that occur to Covered Property that do not affect the function of the Covered Property.
- F. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for loss to the Covered Property resulting from ensuing fire or explosion.
- G. Loss caused by or resulting from unauthorized repair or replacement.
- H. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
- I. Loss caused by abuse of the Covered Property or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or any act that voids the manufacturer's warranty.
- J. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
- K. Loss caused by or resulting from error or omission in design, programming, or system configuration of the Covered Property, or manufacturer's recall.
- L. Loss due to Mechanical or Electrical Failure.
- M. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property).
- N. Loss caused by or resulting from any Malware.
- O. Loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the resulting Loss caused by such fire.
- P. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these.
- Q. Loss caused by or resulting from Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
- R. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.
- S. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.
- T. Loss caused by power surge.
- U. Losses for Non-Connected Covered Property that occur within thirty (30) days from the submission of your request for enrollment.
- V. Loss caused by accidental damage from handling the Covered Property as a result of normal use.

### III. LIMITS OF LIABILITY.

#### A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is \$3,500. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

#### B. AGGREGATE LIMITS.

A maximum of unlimited replacements or repairs of Covered Property will be allowed per Insured Subscriber in any one twelve (12) month period. Losses incurred under this Certificate will be applied against the aggregate limit under this Certificate and will also be carried forward and applied against the applicable aggregate limit under any other certificate issued by us for the twelve (12) months following the Date of Loss.

### IV. DEDUCTIBLE.

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

DEDUCTIBLE FOR CONNECTED DEVICES			
Tier 1	Tier 2	Tier 3	Tier 4
\$25	\$100	\$225	\$275

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

DEDUCTIBLE FOR NON-CONNECTED DEVICES
Wi-Fi Only Tablets
\$199

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

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

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

A. In the event of a Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.

For Non-Connected Covered Property, any repair to the Covered Property may result in the manufacturer voiding the manufacturer's warranty on the Covered Property. A 60 day limited warranty will be provided on any repairs made by the Authorized Service Facility to the Covered Property. A 90 day limited warranty for Mechanical or Electrical Failure will be provided on all replacement equipment.

For Connected Covered Property, a 1 year limited warranty for Mechanical or Electrical Failure will be provided on all replacement equipment.

B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property in lieu of actual replacement or repair of the Covered Property. Any cash settlement provided shall be based on the replacement value of equipment of like kind and quality which has similar features and functionality.

C. At our option, we may repair the Covered Property with substitute parts or, provide substitute equipment that:

1. Is of like kind and quality;
2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
3. May be a different brand, model or color.

D. Connected replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.

E. Equipment failure evaluation performed by the Service Provider and/or our Authorized Representative and/or the manufacturer may be required at our option prior to approval of your request for repair or replacement of the Covered Property.

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

A. In the event that your Connected Covered Property is lost or stolen, you must notify your wireless Service Provider as soon as possible to suspend service.

- B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.
- D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
- E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide proof of purchase. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
- F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If we replace the Covered Property, we may require you to return it to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within thirty (30) days or pay the non-returned equipment charge applicable to the model of Covered Property that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**
- G. In the event we arrange for the repair of your Covered Property, you must send your Covered Property to our Authorized Service Facility for repair as directed by us.
- H. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.
- I. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.
- J. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.

## VII. ELIGIBILITY AND CANCELLATION.

### A. Cancellation Provisions.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our Authorized Representative as follows: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605; phone: 888.562.8662; or visit [att.com/myatt](http://att.com/myatt).
2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We, or the Service Provider on our behalf, will mail or deliver written notice to you advising you of the cancellation of this Certificate. The written notice may be mailed or delivered to you at least thirty (30) days prior to the cancellation, or other longer period as required by law.
3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days notice, or other longer period as required by law, unless we cancel for the following reasons:
  - a. We may 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 may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, for nonpayment of premium.
  - c. We may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if:
    1. You cease to have active service with the Service Provider; or,
    2. You exhaust the aggregate limit of liability, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until we send notice of cancellation to you.

**NOTE:** If you are cancelled under Section VII.A.3.c.2. you will remain ineligible for a period of twelve (12) months from the date of cancellation.

### B. How Notice is Provided.

1. Notices made pursuant to Sections A. 2. or 3. shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.

2. Notices may be mailed or delivered to the Service Provider at its last known mailing address. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.
  3. We or the Service Provider shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections A. 2 or 3. by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.
  4. If coverage under this Certificate is cancelled, any refunds due will be on a pro rata basis.
- C. To be and remain eligible for coverage:
1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the policy. Connected Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
  2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility of Connected devices may be limited to new equipment that has not been previously activated for service.
  3. You must not have engaged in fraud or abuse with respect to this or a similar portable electronics equipment insurance program.
  4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exhausting the Aggregate Limit (See Section III.B).
  5. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.
- D. You are responsible for the payment of all premiums, per the terms of this Certificate.
- E. The insurance provided under this Certificate is provided on a month-to-month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

## VIII. ADDITIONAL CONDITIONS.

- A. All claims for Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss.
- B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.
- C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed, or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, due to your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.
- D. You may not assign this Certificate without our written consent.
- E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
  1. Prior to a Loss.
  2. After a Loss, only if, at time of Loss, that party is one of the following:
    - a. Someone covered under this Certificate;
    - b. A business firm;
      - i. Owned or controlled by the Insured Subscriber; or
      - ii. That owns or controls the Insured Subscriber; or
      - iii. The Insured Subscriber's tenant.

This will not restrict the Insured Subscriber's coverage.
- F. Concealment, Misrepresentation or Fraud
 

Your coverage will be cancelled and any claim may be denied in the event of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

  1. This coverage;
  2. The Covered Property;
  3. Your interest in the Covered Property; or
  4. A claim under this Certificate.

G. **ARBITRATION AGREEMENT.** Please read this Arbitration Agreement provision of this Certificate (**Arbitration Agreement**) carefully. **It affects your rights.** Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 888.562.8662. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

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

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

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within thirty (30) days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

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

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

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party’s individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

- H. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. There has been full compliance with all terms of this Certificate; and
  2. The action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
- I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair. We will ship approved replacement equipment or repaired equipment directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- J. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- K. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.
- L. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
- M. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.
- N. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
- O. If we adopt any revisions to the policy which would broaden the coverage under this Certificate without additional premium while this coverage is in effect, the broadened coverage will immediately apply to this Certificate.
- P. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the Covered Property. You must use a surge protector and industry standard anti-malware software. Failure to follow the manufacturer's maintenance and service guidelines, use a surge protector, or use industry standard anti-malware software may result in the denial of coverage under this Certificate. We strongly recommend the regular back up of Data and software. It is important that you back up all Data and software files because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES.**

## IX. DEFINITIONS.

- A. "Anchor" means the Connected Covered Property that is active on the enrolled Wireless Number assigned by the Service Provider to you.
- B. "Authorized Service Facility" means: The location or locations that serve as a replacement or repair facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.
- C. "Connected" means Covered Property connected to the Service Provider's network.
- D. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Portable Electronics Equipment Coverage Certificate.
- E. "Covered Accessories" as used in this Certificate as used in this Certificate means: if part of the Covered Loss, the accessories similar to what is contained inside the original packaging of your Covered Property.
- F. "Covered Property" as used in this Certificate means: One (1) Anchor and up to three (3) Non-Anchor device(s) as follows:
- (a) Anchor device is one Connected smartphone, feature phone, Mifi, air card, tablet, laptop, or other similar device, as defined by us ("portable electronic device") owned or leased by you, or for which you are otherwise financially responsible, and eligible for the program provided by the Service Provider.
  - (b) Non-Anchor devices are up to three (3) of the following:
    - (i) Connected smart phones, feature phones, laptops, tablets, Mifi's, air cards, or other similar device as defined by us ("portable electronic device") on the same account as the Anchored device that is owned or leased by you, or for which you are otherwise financially responsible; and
    - (ii) Non-Connected Wi-Fi only tablets that are eligible under the program;

The Connected smart phones, feature phones, laptops, Mifi's, tablets, air cards or other similar device, as defined by us, that are Covered Property must be actively registered on the Service Provider's network and have logged airtime after enrollment. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identifier of the device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged for the device indicates the device to be considered Covered Property unless you have logged airtime on a different device, immediately prior to the time of Loss, in which case the Covered Property is the device for which airtime usage has been logged by your Service Provider immediately prior to the time of Loss so long as such device is owned or leased by you and you provide us proof of ownership or lease.

We may also request that you register Non-Connected devices, but in no case shall more than one (1) Anchor and up to three (3) Non—Anchor devices be registered and covered simultaneously under this Certificate.

- G. "Data" means information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- H. "Date of Loss" is the date on which a Loss to the Covered Property occurs.
- I. "Date of Replacement" is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.
- J. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.
- K. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:
  - i) Who have been enrolled in and accepted for coverage under this Certificate.
  - ii) Who have a complete description of their Connected Covered Property on file with us or our Authorized Representative.
  - iii) Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.
- L. "Loss" and "Losses" means: a covered loss as provided in Section I.B. Coverage Plans.
- M. "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.
- N. "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.
- O. "Non-Anchored" means Connected or Non-Connected Covered Property that is not Anchored.
- P. "Non-Connected" means Covered Property not connected to the Service Provider's network.
- Q. "Non-Covered Accessories" as used in this Certificate means: All accessories not included in the definition of Covered Accessories.
- R. "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.
- S. "Nonstandard Software" means software, other than Standard Software.
- T. "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.
- U. "Service Provider" means: AT&T and its affiliates and/or subsidiaries.
- V. "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.
- W. "Standard Software" means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- X. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

## X. STATE CHANGES.

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

### A. STATE CHANGES – Section VIII. G. ARBITRATION AGREEMENT is amended as follows:

If you are a resident of Arkansas, District of Columbia, Kentucky, Louisiana, Maine, New Hampshire, Oklahoma, Vermont, Washington or Wyoming; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a **nonbinding award on you**, provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based

on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

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

## **B. STATE CHANGES - MISCELLANEOUS**

Alaska: (i) The introductory paragraph in Section II is amended as follows: A Loss may be caused by a chain of causes. If a covered Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered Loss. (ii) The following is added to Section II.F.: This exclusion applies to repairs, servicing, or maintenance not authorized by us. (iii) The second sentence in the first paragraph of Section III. B. is deleted in its entirety. (iv) The following is added to Sections V. E. and VI.G.: Shipping costs will be at our expense. (v) The following is added to Section VI. C.: If you do not report the Loss as required or as soon as reasonably possible, your claim will be forfeited if our rights are prejudiced. (vi) The following is added to Sections VI.H and VIII.G.: You may elect to have an attorney present during questioning. (vii) The following is deleted from Section VII.A.: “, or other longer period as required by law,” and “, or by providing additional notification time as required by law.” (viii) Section VIII.B is deleted and replaced with the following: If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, you or we may make a written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, you and we must notify the other of the competent appraiser each has selected, and who will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing their appraisal. If the appraisers agree, their agreement will be binding upon you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon you and us. All appraisal expenses and fees, not including counsel or adjuster fees, shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall limit or restrict the rights of you or us under AS § 21.96.035. (ix) Section VIII.H.2 is amended as follows: The action is brought within three (3) years from the date the claim was denied. (x) Section VIII.N. is amended to remove the word “material” from the second sentence in the section.

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

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

Colorado: Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Connecticut: Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Georgia: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Hawaii: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

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

Illinois: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Iowa: The second sentence in Section VII.A.3.c.2. is amended as follows: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (ii) The following is added as section VII.A.4.: We may not cancel coverage based on the age of the enrolled device. (iii) The first sentence of Section VIII.F. is amended as follows: Your coverage will be cancelled and any claim may be denied in the event you knowingly and with the intent to defraud, conceal or misrepresent any material fact in a statement or written statement, at any time, concerning:. (iv) NOTE “B” below is amended to include a statement or written statement of claim or an application. (v) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE 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.** (vi) Section VIII. H.2: “two (2) years” is amended to “five (5) years”.

Kentucky: The last sentence of the first paragraph under Section X. A. is deleted in its entirety.

Maryland: (i) Section VII.A.2. “Thirty (30) days” is amended to “forty-five (45) days”. (ii) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3.a. “Fifteen (15) days” is amended to “forty-five (45) days”. (iv) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (v) Section VII.A.3.c.2. “Thirty (30) days” is amended to “fifteen (15) days”. (vi) The following is added to Section VII.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE MAY VOLUNTARILY AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.** (viii) Section VIII. H. 2. is amended as follows: “two (2) years” is amended to “three (3) years from the date it accrues.” (ix) NOTE “B” below does not apply.

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

Mississippi: Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Montana: (i) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (ii) The fourth and fifth sentences of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE 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. YOU AND WE AGREE NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS.** (iii) The following is added to Section VIII.L: The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) The term “sole” is deleted in its entirety throughout this Certificate.

Nebraska: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

Nevada: Section VII.A.3.a. “Fifteen (15) days” is amended to “ten (10) days”.

New Hampshire: (i) Section VI.C. is amended to add the following: The failure to report a Loss within the required time period shall not result in a claim denial unless such delay operates to prejudice our rights. (ii) The first sentence of Section X. A. is amended by deleting the following language: “**or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you,**”.

New York: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iii) Section VII.A.3.c.2. “Thirty (30) days” is amended to “fifteen (15) days”. (iv) The following is added to Section VII.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (v) New York residents may purchase insurance separately for a monthly premium of \$10.00.

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

Ohio: Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Oklahoma: (i) VIII.G. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony. (ii) The following is added to Section VIII. N.: In the event of any material change in the coverage terms, we will provide at least thirty (30) days written notice.

Oregon: (i) NOTE "B" below does not apply. (ii) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iv) The following is added to Section VIII. G. Arbitration Agreement: **Any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you**, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this arbitration provision. Any arbitration occurring under this Certificate shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

Pennsylvania: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days notice of cancellation.

Puerto Rico: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iii) Section VII.A.3.c.2. "Thirty (30) days" is amended to "fifteen (15) days". (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: Cancellation Request, Post Office Box 411605, Kansas City, MO 64141-1605.

South Dakota: (i) Section VII.A.3. is amended to provide at least twenty (20) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.a. "Fifteen (15) days" is amended to "twenty (20) days". (iii) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days notice of cancellation.

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

Utah: Section VII.A.3.a. "Fifteen (15) days" is amended to "thirty (30) days".

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

Washington: (i) The first paragraph of Section II. EXCLUSIONS, is deleted and replaced in its entirety by the following: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss. (ii) The first sentence of Section VII.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VII.A.3. is amended to provide at least thirty (30) days notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (v) The following is added to Section VII.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible

or restrict coverage more than once in any six month period. (vi) Section VII.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section X. A. is amended as follows: **any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you**, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. (viii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

West Virginia: VIII.G. Arbitration Agreement is amended as follows: If we and you do not agree whether coverage is provided under this Certificate for a claim made by or against you, both we and you may, by mutual consent, agree in writing to arbitration of the disagreement. If we and you agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless you and we agree otherwise, any arbitration proceeding will take place in the county of your billing address. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

Wyoming: (i) Section VII.A.3.a. is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VII.A.3.b. is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation.

- NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.**
- B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.**

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

Asurion Customer Care Center  
P.O. Box 411605, Kansas City, MO 64141-1605  
1-888-562-8662

Applies to enrollments on or after 2/24/22.

