

# DEVICE PROTECTION+

## Terms and Conditions

*Peace  
of mind  
is priceless.*

*Device Protection+ with  
AppleCare Services®*

As of September 17, 2024



| asurion

# DETAILED TERMS AND CONDITIONS

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# DEVICE PROTECTION+ WITH APPLECARE SERVICES KEY TERMS & CONDITIONS

## *Device Protection+ with AppleCare Services*

Monthly Charge: \$15.99/month per mobile number enrolled. Includes Insurance and Service Contract.

## *Billing*

**Device Protection+ with AppleCare Services will continue to renew monthly until canceled.** Monthly charges are billed to your monthly wireless bill. Applicable deductibles or service fees are paid by credit card at time claim is approved. All applicable taxes and surcharges extra.

## *Claims Limits*

**Insurance and Service Contract:** Unlimited number of claims. \$3,500 value maximum per claim.

## *Covered Incidents*

**Insurance:** Loss, theft, unrecoverable and damage (excluding ADH).

**Service Contract:** Accidental Damage from Handling (ADH) from day 1, and mechanical and electrical breakdowns (malfunction) due to defects in materials or workmanship or normal wear and tear after the manufacturer’s warranty expires.

**For both Insurance and Service Contract:** For coverage to apply to a connected device, you must own or lease the device and have used the device (logged use of voice or data) on your wireless number after enrollment. Coverage applies to the most recently used device on your wireless number.

## *Replacement Device*

Claims fulfilled with a replacement device and approved by 12 a.m. CT Mon-Sat (10 a.m. Sun) will be shipped and, in most cases, delivered the next day. Claims may be fulfilled with new or refurbished replacement devices of the same or similar make and model of like kind and quality. Replacement devices may contain original or non-original replacement parts. Phone color, brand and features may be different. Compatibility of accessories is not guaranteed.

Covered Device

**Phone:** Includes the device and, if part of the loss, standard battery (if removable), standard battery charger, and SIM card.

**Tablet:** Includes tablet and if part of the loss, standard battery, and SIM card. The service contract program also includes coverage for Apple Pencils® and Apple-branded iPad® keyboards compatible to and used with the tablet.

Service Contract: Cracked Screen and Back Glass Repair for Eligible Devices

As soon as same-day repair may be available for eligible devices in select areas. Same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. Eligible devices and available areas are both subject to change at any time. To determine your device eligibility, go to [asurion.com/claims/uscellular](https://asurion.com/claims/uscellular).

Service Contract: Coverage for Eligible Apple-branded iPad Accessories

Apple Pencils® and Apple-branded iPad keyboards compatible to and used with a covered iPad are eligible for coverage under the service contract program included in Device Protection+ with AppleCare Services. Repairs and replacements may use or contain new or refurbished parts.

Service Contract: AppleCare® Services (ACS) Administration

For eligible Apple devices enrolled in Device Protection+ with ACS, within the first 24 months, ACS will administer all accidental damage from handling claims and malfunction claims.

Customers have 30 days from new activation or upgrade to enroll in a DP+ program. For any previously activated device eligible for enrollment in a DP+ program, ACS is only available within 60 days of the initial device activation date.

For Apple devices no longer eligible for Device Protection+ with ACS, coverage will automatically be provided under Device Protection+ Ultimate and

administered by Asurion with different service fees. Keyboard and pencil coverage are not included in Device Protection+ Ultimate.

Deductibles & Service Fees

A nonrefundable deductible or service fee will be charged for each approved insurance and service contract claim. Amounts are based on device tiers for each plan. For a full list of devices by tier, go to [asurion.com/claims/uscellular](https://asurion.com/claims/uscellular) or call Asurion at 888-864-0428.

Insurance Claim Deductibles by Tier

DP+ with AppleCare® Services Program						
Device Tier	0	1	2	3	4	5
Lost/Stolen/Unrecoverable Deductible	\$19	\$99	\$149	\$149	\$199	\$269
Damage Deductible	\$19	iPad: \$49, iPhones: \$99				

Service Contract Claim Service Fees by Tier

DP+ with AppleCare® Services						
Device Tier	0	1	2	3	4	5
ADH Replacement	\$19	Apple Pencils® and Apple-branded iPad® keyboards: \$29, iPad: \$49, iPhone: \$99				
ADH Back Glass Repair*	N/A	iPhone: \$29				
ADH Cracked Screen Repair*	N/A	iPhone: \$29				
All Malfunctions	\$0					

\*Available for eligible devices.

**NOTE: Devices with damage to the screen and back glass are not eligible for repair unless the device is eligible for both cracked screen and back glass repair (if ineligible for repair, ADH replacement service fee applies).**

## ***Cancellation Policy***

You may cancel your optional coverage at any time and receive a refund of your unearned monthly charges.

## ***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.

## ***Coverage is Optional***

Insurance and Service Contract coverage is optional, and you are not required to purchase in order to buy UScellular 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. Service Contract program enrollment and replacement authorization shall be provided by Asurion Technology Services, Inc., in accordance with the terms and conditions of the Service Contract.

## ***Communications***

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

## ***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 company) by simply returning the device as directed by us in the return envelope that we provide to you.

## ***Dispute Resolution/ Binding Arbitration***

The Coverage Certificate and Service Contract contain a binding and individual Arbitration Agreement, which will be sent to you as part of the Coverage Certificate and Service Contract. You can also obtain a complete copy of the Arbitration Agreement by visiting [asurion.com/claims/uscellular](http://asurion.com/claims/uscellular). 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 [www.adr.org](http://www.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 UScellular and cancel your Device Protection+ coverage. You will receive a prorated refund of any amounts paid for that coverage.

## ***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 Oregon, this note does not apply.

## ***Associate Qualifications***

Unless otherwise licensed, UScellular 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 licensed agent, Asurion Insurance Services, Inc.

## ***Insurance Limitations and Exclusions***

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

## ***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. The consumer hotline for the California Department of Insurance is 800-927-HELP (4357) and the Maryland Insurance Administration is 800-492-6116. The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at 866-445-5364 or online at <https://idoihelpcenter.illinois.gov/s/>.

## ***Notice for Washington Residents***

For Washington residents only, we may change the insurance terms and conditions with at least 30 days' notice and we may only cancel for the following reasons and notice: (i) 15 days for fraud or material misrepresentation in obtaining coverage or the presentation of a claim; (ii) 10 days for non-payment; (iii) immediately for no longer having active service with UScellular or exhausting your aggregate claim limit; or (iv) 30 days based on a determination by UScellular or the Authorized Representative that the program should no longer be offered. We will not increase the premium or deductible or restrict coverage more than once in any 6 month period but will provide each Washington

policyholder a 30 day advance written notice of any premium or deductible increase.

If you have questions or concerns about the actions of your insurance company or agent, or you would like information on your rights to file an appeal, contact the Washington state Office of the Insurance Commissioner's consumer protection hotline at 1-800-562-6900 or visit [www.insurance.wa.gov](http://www.insurance.wa.gov). The insurance commissioner protects and educates insurance consumers, advances the public interest, and provides fair and efficient regulation of the insurance industry.

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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:

Consumer Protection, MC: CO-CP  
Texas Department of Insurance  
PO Box 12030, Austin, TX 78711-2030  
Fax: (512) 490-1007  
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.

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Device Protection+ Ultimate and Device Protection+ with ACS are a combination of insurance and service contract. The insurance is underwritten by Allianz Global Risks US Insurance Company; Asurion Insurance Services, Inc. (in California, Agent License #0B35141; in Iowa, Agent License #1001000131) is the Agent and provides the claims servicing under these programs. Includes insurance similar to other insurance sold separately for up to \$4.80. The service contract is provided by Asurion Technology Services, Inc., or one of its affiliates.

Our Privacy Notice is available at  
<https://www.asurion.com/privacy-notice/>



# 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 on a month-to-month basis 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
Equipment Tiers 0 - 5	Insurance Premium is included in Device Protection+ with AppleCare® Services 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.

Deductibles Applicable to Each Lost, Stolen or Unrecoverable Claim						
Equipment Tier	0	1	2	3	4	5
Deductible	\$19	\$99	\$149	\$149	\$199	\$269

Deductibles Applicable to Each Damage Claim						
Equipment Tier	0	1	2	3	4	5
Deductible for iPads®	\$19	\$49	\$49	\$49	\$49	\$49
Deductible for All Other Devices	\$19	\$99	\$99	\$99	\$99	\$99

**NOTE:** When applicable, an additional non-returned device charge may apply if you fail

to return the Covered Property as directed (See Section IV.H. DUTIES IN THE EVENT OF A LOSS).

## II. LIMITS OF LIABILITY.

### A. PER OCCURRENCE LIMIT.

We will pay a maximum of \$3,500.00 for each approved repair or replacement.

### B. AGGREGATE LIMIT.

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

## 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 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 ninety (90) 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 ninety (90) 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 ninety (90) 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 ten (10) 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 tier 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 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, 1-888-864-0428.
- 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 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 1-888-864-0428. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. This A.A.:

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

2. Arbitration Process:

- (a) How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.

- Describe the dispute and relief sought in the Notice.
- If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.

- (b) Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- (c) Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. Fees:

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

4. Arbitration Decision:

- (a) You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- (b) If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
  - We will pay you the greater of the damages or seven thousand five hundred dollars (\$7,500).
  - We will also pay your reasonable attorney’s fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.

- (c) We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- (d) If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. is null and void.

- G.** No one may bring legal action, including arbitration, against us under this Certificate unless:
  1. There has been full compliance with all terms of this Certificate; and
  2. The action is brought within two (2) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.
- H.** The coverage territory is worldwide but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- I.** If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- J.** We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; device service and maintenance;

technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.

- K.** We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
- L.** This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.
- M.** We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
- N.** If we make any changes to the Policy that would increase your coverage without additional premium, the increased coverage will immediately apply to this Certificate.
- O.** It is important that you back up all Data and software because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE ARE NOT RESPONSIBLE FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE OR DATA.**

## VIII. DEFINITIONS.

- A.** “Authorized Service Facility” means: The location or locations that serve as a repair or replacement facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our 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 battery charger.
- 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.
  3. Who have paid all premiums due with respect to their Covered Property before any claimed Date of Loss.
- I.** “Loss” and “Losses” means: A covered repair or replacement as provided in Section I.A. COVERAGE PLAN.
- J.** “Malware” means: Malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.
- K.** “Mechanical or Electrical Failure” means: Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer’s instructions.
- L.** “Nonstandard External Media” means: Physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.
- M.** “Nonstandard Software” means: Software, other than Standard Software.
- N.** “Pollutants” means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

- O. “Service Provider” means: USCC Services, LLC or one of its affiliates or successors.
- 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 Maine, Oklahoma, Vermont, Washington, 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.**

### B. STATE CHANGES - MISCELLANEOUS

Illinois: (i) Section VI.A.1. is amended by adding the following: Upon receiving the certificate of insurance, you have fifteen (15) days to cancel coverage without premium being charged. (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.4. is amended by adding the following: If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us within fifteen (15) days after receipt of the refund by the Service Provider. (iv) Section VII.G.2. is amended by adding the following: The running of the two (2) year period is tolled from the date proof of loss is filed, in the form required by the Policy, until the date the claim is denied in whole or in part. (v) In Section VIII.N., the terms “electromagnetic field” and “electromagnetic pulse” are deleted. (vi) The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at 866-445-5364 or online at <https://idoihelpcenter.illinois.gov/s/>.

Iowa: The second sentence in Section VI.A.3.(c) 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 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.

Maine: (i) The first paragraph of Section VI.A.3. is deleted and replaced with the following: We may non-renew or otherwise change the terms and conditions of this Certificate by providing notice at least 30 days prior to the effective date. We may only cancel this Certificate prior to the expiration of the term for the following reasons; (ii)

The following is added to Section VI.A.3.: (e) We will cancel your coverage under this Certificate upon thirty (30) days’ notice, or other longer period as required by law, for substantial change in the risk which increases the risk of loss after coverage has been issued or renewed, failure to comply with reasonable loss control recommendations, substantial breach of contractual duties, conditions or warranties, or determination by the superintendent that the continuation of the coverage will jeopardize our solvency or result in violation of the insurance laws of this or any state. (iii) The first sentence of Section IX.A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within two (2) years from the time when the cause of action accrues you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding.

Maryland: (i) Section VI.A.2. “thirty (30) days” is amended to “forty-five (45) days”. (ii) Section VI.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(a) “fifteen (15) days” is amended to “forty-five (45) days”. (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days’ notice of cancellation. (v) Section VI.A.3.(c) “thirty (30) days” is amended to “fifteen (15) days”. (vi) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) Section VII.G.2. is amended as follows: “two (2) years” is amended to “three (3) years from the date it accrues.”

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.

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

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

Oregon: (i) Section III.C.1. is deleted and replaced with the following: Intentional, dishonest, or fraudulent acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others. (ii) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iv) Section VII.F. is deleted and replaced with the following: In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER

SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon and according to Oregon law. (v) In NOTE "B" below, the phrase "IS GUILTY OF INSURANCE FRAUD" is deleted and replaced with "MAY BE GUILTY OF INSURANCE FRAUD."

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

Washington: (i) Section V.B. is amended by deleting "replacement cost" and replacing with "cost of replacement." (ii) The first sentence of Section VI.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing, delivering or providing us advance notice stating when such cancellation is effective. (iii) Section VI.A.3. is amended to provide at least thirty (30) days' notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) The following is added to Section VI.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six (6) month period. (vi) Section VI.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) Section VII.F.1.(b) is deleted and not replaced. (viii) The second sentence of Section VII.M. is deleted and replaced with the following: In the event of any material change in the coverage terms, you will be provided advance written notice of such changes, including a revised Certificate or endorsement and a summary of

the material changes. (ix) The first sentence of Section IX.A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award.

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 1-888-864-0428. 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 110656  
Nashville, TN 37222  
1-888-864-0428

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

## DEVICE PROTECTION+ WITH APPLE CARE SERVICES

**THIS PROTECTION PLAN ("CONTRACT") IS A LEGAL CONTRACT BETWEEN YOU AND ASURION TECHNOLOGY SERVICES, INC. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THE CONTRACT CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please call customer service at 1-800-275-2273 or go online to [getsupport.apple.com](https://getsupport.apple.com).**

### Plan Providers\*:

#### Asurion Technology Services, Inc.

\*As used in this Plan, "We," "Us," and "Our" means the provider obligated under this Plan as follows: Asurion Technology Services, Inc., whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. This Plan is only available in the following states: California, Illinois, Iowa, Kansas, Maine, Maryland, Missouri, Nebraska, New Hampshire, North Carolina, Oklahoma, Oregon, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin. "You" and "Your" means the person who purchased this Plan. If purchased by phone, internet or other electronic means this Plan is purchased in the state identified in Your billing address in the records of UScellular at the time of purchase.

## Terms & Conditions

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

**Agreement.** You agree to all the provisions of this Plan when You enroll in the Program. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your electronic mailing address to Us or UScellular You are authorizing Us to communicate with You electronically. In the event You are no longer eligible for Device Protection+ with AppleCare Services You will be converted to Device Protection+ Ultimate, which will be subject to Device Protection+ Ultimate fees and terms and conditions available at [asurion.com/claims/uscellular](https://asurion.com/claims/uscellular). The Program is available only to customers of UScellular. Your participation in the Program is optional and You may cancel the Plan at any time. Please refer to the provision in this Plan regarding cancellation.

## Definitions.

- 1> **“UScellular”** means USCC Services, LLC and any affiliates and any successors, the seller of the Covered Equipment and this Plan. You can write to UScellular, 8410 W. Bryn Mawr, Chicago, IL 60631 or call 1-888-864-0428.
- 2> **“Asurion”** means Asurion Technology Services, Inc. You can write to Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or call 1-888-864-0428.
- 3> **“AppleCare Services (“ACS”)** or **“Apple”** means Apple, Inc. and AppleCare Services Company, Inc.
- 4> **“Administrator”** means ACS or Asurion.
- 5> **“ACS Administration”** means, for an eligible Covered Equipment device that is enrolled in coverage under Device Protection+ with AppleCare Services within sixty (60) days of device activation, within the first twenty-four (24) months from the Date Issued, ACS may administer unlimited ADH claims and any Operational Failure claims for the Covered Equipment. ACS Administration is available in all eligible states as indicated above.
- 6> **“Asurion Administration”** means Asurion will administer all claims not administered by ACS.
- 7> **“Covered Equipment”** means the mobile device, and any Apple Pencils® and Apple-branded iPad® keyboards compatible to and used with the mobile device, that We have designated as eligible for coverage under the Plan, which is activated to the wireless telecommunications service for the enrolled UScellular wireless telephone number on Your account with UScellular on the date the Operational Failure or Accidental Damage from Handling of the Covered Equipment occurs and for which air time has been logged by UScellular as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card.
- 8> **“Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear; or the standard battery’s failure to hold an electrical charge in accordance with the applicable performance threshold as shown on [asurion.com/claims/uscellular](https://asurion.com/claims/uscellular).
- 9> **“Accidental Damage From Handling” (“ADH”)** means unintentional or accidental damage that occurs in the course of normal use or handling.
- 10> **“Replacement Equipment”** means the **NEW, REFURBISHED OR REMANUFACTURED EQUIPMENT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED EQUIPMENT** which We provide to You in the event of a

covered Operational Failure or ADH of the Covered Equipment.

- 11> **“Date Issued”** means for devices that enrolled within thirty (30) days of device activation, the date You enrolled in coverage under this Program.
- 12> **“Program”** means the Device Protection+ with AppleCare Services Program described in this service Plan.
- 13> **“Asurion Authorized Service Provider(s)”** means a location designated by Us as authorized to provide repairs or Replacement Equipment.

## What is Covered.

If the Covered Equipment fails due to an Operational Failure or ADH, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If we determine that we cannot service your Covered Equipment as specified in this Plan, we may, at our discretion:

(i) replace it with a Replacement Equipment; or (ii) reimburse You for authorized repairs to, or replacement of, the Covered Equipment. Non-original parts may be used for repair of the Covered Equipment. If failure occurs in the iPhone's or iPad's battery or charger or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure or ADH of the Covered Equipment, We will also repair, or, at Our sole option, replace the iPhone's or iPad's battery or charger or Subscriber Identification Module (SIM) Card as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. **Replacement Equipment will be new or refurbished, in Our sole discretion.**

The wireless device provided as the Replacement Equipment immediately becomes the Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace. You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents,

databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your Covered Equipment.

## COVERAGE BENEFITS BEGINNING ON THE DATE ISSUED:

### 1. ADH of the Covered Equipment

**Plan Period.** The term and monthly billing for this Plan begins on the date You enroll and continues month-to-month unless cancelled or fulfilled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for the coverages outlined above, which begin on the Date Issued, all other Plan coverage becomes effective immediately following the expiration of the manufacturer's warranty. Plan coverage remains in effect throughout the duration of Your term, unless cancelled or fulfilled pursuant to the provisions in this Plan.

**Administration.** Eligible Covered Equipment devices that enroll in coverage under the Device Protection+ with AppleCare Services Plan within sixty (60) days of device activation are eligible for ACS Administration. Eligibility and duration for ACS Administration after sixty (60) days of Initial Activation are subject to limitation. ACS Administration terminates twenty-four (24) months after the Date Issued.

Asurion will administer all claims not administered by ACS.

**Charges.** During the term of this Plan, You will be charged for the cost of this Plan on Your billing statement from UScellular. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Non-payment by You will result in cancellation of the Plan as set forth below.

## MANUFACTURER'S RESPONSIBILITIES:

Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

## WHAT IS NOT COVERED

The Plan does not cover:

1> Incidental or consequential damages; 2> Operational Failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> pre-existing Operational Failures or ADH of the Covered Equipment occurring before the time it was established as the Covered Equipment; 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; 6> Service performed by unauthorized repair personnel; 7> Covered Equipment with altered or missing serial or IMEI numbers; 8> Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Plan; 9> Introduction of foreign objects; and 10> Inherent defects that are the responsibility of the manufacturer.

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

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

**6> Covered Equipment that is missing any part or parts.**

**Claim Limit.** A maximum of unlimited Operational Failures and ADH claims will be allowed in any twelve (12) month period. For any single claim, the maximum amount We will spend to replace or repair the Covered Equipment is \$3,500.00.

**To Obtain Service.** If Your Covered Equipment experiences an ADH or Operational Failure, You may go online to [asurion.com/claims/uscellular](http://asurion.com/claims/uscellular) twenty-four (24) hours a day, seven (7) days a week, or You may call customer service between the hours of 6 a.m.–11 p.m. CT Monday-Friday; 8 a.m.–11 p.m. CT Saturday; or 9 a.m.–7 p.m. CT Sunday (holidays may affect hours of operation) at 1-888-864-0428 to speak to an agent. **All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.**

At Our sole discretion, We will provide for claim fulfillment at Repair Centers, select ACS Authorized Service Providers, by mail, or by sending a remote technician to Your location. For claims during ACS Administration only You may call ACS at 1-800-275-2273, visit [getsupport.apple.com](http://getsupport.apple.com), or go to an Apple Authorized Service Provider. We will pay for the cost of shipping Your Covered Equipment to and from the authorized service center if depot service is required. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. To find a Repair Center, go to [asurion.com/claims/uscellular](http://asurion.com/claims/uscellular) or call Customer Care at 1-888-864-0428. Repair centers and remote technicians may not be available in Your area and may not be utilized by the Plan.

You must file Your claim within ninety (90) days of an ADH or Operational Failure. If You fail to file Your claim within ninety (90) days, We may deny You coverage.

In the event We arrange for the repair of Your Covered Equipment, You may be required to mail or deliver Your Covered Equipment for repair as directed by Us. If We arrange for the replacement of Your Covered Equipment, We will provide the Replacement Equipment by mail within ten (10) business days, or We may require You to pick up the Replacement Equipment at a retail location in Your area. You may also be required to produce a State or Federal issued photo I.D., other than

a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan.

**Claim Service Fee.** A non-refundable service fee, plus applicable taxes, is due for each repair or replacement provided under this Plan, as set forth in the schedule below. The service fee must be paid and received in advance of the service being provided and may be paid through a valid credit card or branded debit card.

Covered Device Tier:	ADH Cracked Screen Repair:	ADH Back Glass Repair:	ADH Replacement:	All Malfunction:
Tier 0	Not applicable	Not applicable	\$19	\$0
Tiers 1-5: iPads®	Not applicable	Not applicable	\$49	\$0
Tiers 1-5: Apple Pencils® and Apple-branded iPad® keyboards	Not applicable	Not applicable	\$29	\$0
Tiers 1-5: iPhones®	\$29 (for eligible devices only)	\$29 (for eligible devices only)	\$99	\$0

**NOTE:** Devices with damage to the screen and back glass are not eligible for repair unless the device is eligible for both cracked screen and back glass repair (if ineligible for repair, ADH replacement service fee applies).

**Return of Replaced Equipment/Non-return Charge.** Covered Equipment approved for replacement must be returned to Us. You will be required to return the failed Covered Equipment to a Phone Repair Center, or We may require You to return the Covered Equipment to Us at Our expense within ten (10) days, in the return mailer We provide. You must return the Covered Equipment as directed by Us, including unlocking the Covered Equipment, or pay the non-returned equipment charge applicable to the model of Covered Equipment that We replace. YOU CAN AVOID

THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.

**Charge for Non-Covered Claims.** If We ship You Replacement Equipment, We will notify You in writing within thirty (30) days of the return of replaced Covered Equipment if We determine the returned Covered Equipment did not suffer an Operational Failure or ADH covered by the Plan. You will be charged a non-covered claim charge applicable to the model of Replacement Equipment We provided, unless You return the Replacement Equipment, in good working order, at Your cost of shipping within ten (10) days of Our notification. If You return the Replacement Equipment as required by this Plan, We will return to You Your original Covered Equipment.

**TRANSFERABILITY:** This Plan may be transferred to a subsequent owner of the Covered Equipment at no additional charge. To transfer You may call 1-888-944-9400. Information provided by You must include the Plan number, date of transfer, new owner’s name, complete address and telephone number. Equipment owned or leased by anyone other than You may not be made a Covered Equipment. Any abuse of the Plan by You, including but not limited to seeking replacement of an Equipment not belonging to You, may result in termination of the Plan upon notice.

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

**Cancellation.** This Plan is provided on a month-to-month basis and may be cancelled by You at any time for any reason by notifying UScellular. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by You or by Us for any reason at any time. In the event We cancel this Plan, We will provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and grounds for cancellation. If

You or We cancel this Plan, We will refund You one hundred percent (100%) of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. For residents of CA, MD, ME, MO, TX, WA and WI and any other jurisdiction required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a ten percent (10%) penalty per month. If You fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with UScellular, or any UScellular feature including Device Protection+ with AppleCare Services insurance that You purchase in combination with this Plan, for any reason constitutes cancellation of the Plan by You, subject to the terms and conditions of this Plan.

**Insurance.** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Allianz Global Risks US Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606 in the following jurisdictions: CA, IL, ME, MO, NC, NH, OK, OR, TX, VT, VA, WA and WI and all other states as required by law. If You have filed a claim under this Plan and We fail to pay, provide service or provide You with a refund owed within sixty (60) days, You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883 to report your claim.

**Limitation of Liability.** In the event of any error, omission or failure by Asurion or UScellular with respect to the Plan or the services provided by Asurion or UScellular hereunder, Asurion and UScellular's RESPONSIBILITY AND LIABILITY WILL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF ASURION OR USCELLULAR'S PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL ASURION OR USCELLULAR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR USCELLULAR HAVE BEEN

ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR ASURION OR USCELLULAR PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND USCELLULAR, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

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

**Waiver.** No waiver in whole or in part of any term or condition of this Plan will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for Covered Equipment. We will post the current claim service fee schedule at [asurion.com/claims/uscellular](http://asurion.com/claims/uscellular), or by calling 1-888-864-0428.

**Arbitration Agreement. Please read this section carefully. It affects Your rights.** For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the seller (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Plan can be addressed simply by contacting us at 1-888-864-0428. In the event we cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL**



**CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

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

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

**2. ARBITRATION PROCESS:**

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

**3. FEES:**

- a. In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that Your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.

- b. We will reimburse You for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if You send us a written request.

**4. ARBITRATION DECISION:**

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

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. is null and void.

**State specific provisions:**

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

of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by You to Us, or the Plan being discontinued by Us or UScellular.

**The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You can cancel this Plan at any time for any reason by emailing [DepartmentC@asurion.com](mailto:DepartmentC@asurion.com), or calling 1-888-944-9400, or by visiting [uscellular.com](http://uscellular.com). This Plan is offered on a month to month basis, UScellular may offer other service contract programs and benefits which may be provided to You by UScellular. We obtained Your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.**

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

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***In New Hampshire:*** Contact Us at 1-888-864-0428 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of the Plan is subject to RSA 542.

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

***In Oklahoma:*** Coverage provided under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Plan. Oklahoma license number: 44199295.

***In Oregon:*** The Arbitration Agreement provision of this Plan is replaced with the following: “For the purpose of this Arbitration Agreement, references to “We” and “Us” include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and

assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-888-864-0428. In the event we cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.** Any arbitration proceedings will be conducted within the state of Oregon.”

***In Texas:*** If You purchased this Plan in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas License Number: 579

***In Virginia:*** Contact us at 1-888-864-0428 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

***In Washington:*** If We fail to act on Your claim, You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883. You are not required to wait sixty (60) days before filing a claim directly with Allianz Global Risks US Insurance Company.

***In Wisconsin:* THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Contract fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. The Insurance provision of this Contract is amended as follows: If We do not provide, or reimburse or pay for, a service that is covered under this Contract within sixty (60) days after You provide proof of loss, or if We become

insolvent or otherwise financially impaired, You may file a claim directly with Allianz Global Risks US Insurance Company for reimbursement, payment, or provision of the service. The fourth and fifth sentences of the first paragraph of the Arbitration Agreement provision of this Contract is amended as follows: **1> TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **2>** the phrase “Is governed by the Federal Arbitration Act.” in the first sentence of subparagraph (b) of the Arbitration Agreement provision of this Contract is deleted in its entirety.

Administered by:

Asurion

Asurion Technology Services, Inc.

P.O. Box 1340 • Sterling, VA 20167-1340

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**asurion**

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