cricket®

We've got you covered

Cricket Protect Insurance Terms and Conditions

Effective January 29, 2027

For New York Customers Only

Detailed terms and conditions.

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Cricket Protect Insurance Summary of Key Terms and Conditions

Monthly Charges (depending on Device Tier)	Tier 1-4: $5 Tier 5: $6
Coverage	Loss, theft, and accidental or liquid damage
Claim Limits	Unlimited number of claims, with each claim limited to $2,500
Cracked Screen Repair Deductible	$0 for eligible devices
Replacement Deductibles* (depending on Device Tier)	Tier 1: $10 Tier 2: $40 Tier 3: $75 Tier 4: $130 Tier 5: $250
Replacement Devices	Replacement devices may be new or refurbished of the same or a like kind and quality model. Phone color, brand, model and features may be different. Compatibility of accessories is not guaranteed.
Device Repairs	Repairs are limited to eligible devices in select areas, based upon parts and technician availability. Visit asurion.com/cricket or call 855-309-8342 to check current eligibility. Same-day repair option depends upon claim approval time, parts and technician availability. Repairs are performed by an Asurion-certified technician and come with a 12-month limited warranty. Repairs may use new or refurbished parts; may contain original or non- original manufacturer parts; and may void the manufacturer warranty.
Enrollment	Enrollment is optional and **will continue to auto-renew monthly until canceled**.
Covered Equipment	Includes the device and battery, and if part of the covered loss, charging cord and SIM. For coverage to apply, 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.
Cancellation	You can cancel your optional coverage at any time by calling 1-800-274-2538, and you will receive a prorated refund of any unearned monthly premium/charges. We may cancel or change terms by giving you prior written notice as required by law.
Bring Your Own Device (BYOD)	When you bring your own device and activate service with it on the Cricket network, it may be eligible for enrollment in Cricket Protect Insurance. Smartwatches are not eligible. You must enroll in Cricket Protect Insurance within 45 days of activating service on the Cricket network or during an Open Enrollment period. The device must be in good working condition and not damaged. Deductibles for BYOD devices depend on device tier. You can check eligibility and deductible at asurion.com/cricket. To enroll, customers will need to visit a Cricket store.
Arbitration	The Terms and Conditions contain binding Arbitration Agreements. More information is included below and in the attached terms.

Deductibles

The deductible schedule is occasionally updated. Some devices may be moved to a different tier during the term of enrollment. To see if your device is eligible and associated deductible/service fee amounts, visit asurion.com/cricket (use "What's my Deductible?") or call 855-309-8342.

Deductible for Replacement Devices* Partial List of Eligible Devices, updated as of August 2026	
Device Tier 1 *$10*	Cricket Debut Smart, Cricket Icon 2/2s/3, TCL 30 Z, Samsung Galaxy A02S, Samsung Galaxy A10e, LG Fortune 3
Device Tier 2 *$40*	Samsung A03s, Samsung A15, Motorola Moto G 5G 2024/2025/2026, Motorola G Play 2023/2024/2026, Motorola G Stylus 2021/2023, Motorola G Power 2021/2022, Cricket Icon 4/5/6, Cricket Icon Plus 2026, Cricket Icon Pro 2026, Cricket Outlast, Cricket Debut S2/S3
Device Tier 3 *$75*	Motorola G Stylus 5G 2024/2025, Motorola Moto G Power 2024/2025/2026, Samsung A13, Samsung A14, Samsung A16, Samsung A17, Cricket Dream 5G, Cricket Innovate E 5G, LG Stylo 4/5/6
Device Tier 4 *$130*	Apple® iPhone® SE 2020, Apple® iPhone® SE 2022 64GB/128GB, Apple Watch® Series 9 41mm/45mm, Apple Watch® Series 10/11 42mm/46mm, Apple Watch SE® 40mm/44mm, Samsung A23, Samsung A32, Samsung A36, Samsung A37, Samsung A52, Samsung A53, Samsung A54, LG K92, Motorola Edge 2025 5G
Device Tier 5 *$250*	Samsung S20 FE, Samsung S21 FE, Samsung S22, Samsung S22 Ultra, Samsung S23, Samsung S23 Ultra, Samsung S23 FE, Samsung S24, Motorola RAZR 2023/2024/2025, Samsung S24 FE, Samsung S24 Plus, Samsung S24 Ultra, Samsung S25, Samsung S25 FE, Samsung S25 Plus, Samsung S25 Ultra, Samsung S26, Samsung S26 Ultra, Apple® iPhone®: X, XS, XS Max, XR, 11, 11 Pro, 11 Pro Max, 12, 12 Mini, 12 Pro, 12 Pro Max, 13, 13 mini, 13 Pro, 13 Pro Max, 14, 14 Plus, 14 Pro, 14 Pro Max, 15, 15 Plus, 15 Pro, 15 Pro Max, 16, 16e, 16 Plus, 16 Pro, 16 Pro Max, 17, 17e, 17 Pro, 17 Pro Max, Air

Deductible for Repairs* Partial List of Eligible Devices, updated as of August 2026	
$0 Screen Repair Deductible	**Apple® iPhone®:** 11/11 Pro/ 11 Pro Max/12/12 mini/12 Pro/12 Pro Max/13/13 mini/13 Pro/13 Pro Max/14/14 Plus/14 Pro/14 Pro Max/15/15 Plus/15 Pro/ 15 Pro Max/16/16 Plus/16 Pro/16 Pro Max/16e/17/17 Pro/17 Pro Max/17e **Samsung Galaxy:** A51/A52/A53/A54/S21 FE 5G/S6/S7/S8/S9/S10/S20 FE/S20+/S23 FE/S24/S24 FE/S25/S25 FE/S25 Ultra/S26/S26 Ultra **Google Pixel:** 4/4XL/4A/5/6/6A/6 Pro/7/7 Pro/8/8Pro/8a/9/9 Pro/9a

* All taxes and surcharges are extra.

Important Disclosures for Cricket Protect Insurance

Cricket Protect Insurance is insurance coverage underwritten by Continental Casualty Company, Chicago, IL, 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

Cricket Protect Insurance is an optional coverage that you are not required to purchase in order to buy Cricket services or devices. Program enrollment and replacement authorization shall be at the sole discretion of Continental Casualty Company, a CNA 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

Coverage under this program is subject to limitations and exclusions. The following are excluded from the Coverage Certificate: Loss due to indirect or consequential loss, intentional acts, dishonest acts, fraudulent acts, criminal acts, abuse, technological obsolescence or depreciation, cosmetic damage, unauthorized repair or replacement, pollutants, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, malware, nuclear reaction or radiation, war, governmental action, damage to data, nonstandard external media, and nonstandard software, and failure to reasonably protect the device from any further loss. While mechanical and electrical failure are excluded under the Coverage Certificate, the Service Contract provides coverage for such perils, subject to the limitations and exclusions specified in the Service Contract. Complete exclusions and limitations can be found in the included Coverage Certificate and Service Contract.

Communications

You agree to receive program communications, including legal notices and terms and conditions, by electronic communication using the last email address on file with Asurion or Cricket, the mobile number identified in the Asurion or Cricket system as the account owner and/or any other email address or mobile number you provide to Asurion or Cricket. If electronic delivery is not possible, this information will be mailed to you.

You can access electronic communications on any mobile device or computer that receives electronic communications. You have the right to receive any communication by mail and can withdraw consent of electronic communications by submitting a webform at asurion.com/privacyrights at any time. This will apply to all program communications related to the products and services Asurion provides to you. Withdrawal will not apply to actions already taken or initiated in reliance on your consent.

How to File a Claim

To file a claim, visit asurion.com/cricket or call 855-309-8342 Mon-Sat, 8 a.m. EST–11 p.m. EST, and Sun, noon EST–9 p.m. EST.

- File the claim within 60 days of the date of loss or damage
- If your device was lost or stolen, contact Cricket to temporarily suspend service and prevent unauthorized use
- Pay the non-refundable deductible fee per approved claim
- If your device is damaged, return it using the prepaid shipping label provided with your replacement device
- Non-return charges of up to $850 (based on the cost of the claim to the insurance company) may be added to your wireless bill for failure to return your damaged device

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 $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

Cricket Protect Insurance 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 coverage is primary over any other coverage you may have. Unless otherwise licensed, Cricket associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverage. Questions regarding this plan should be directed to CNA's licensed agent, Asurion Protection Services, LLC., by calling 855-309-8342.

BINDING ARBITRATION

The Coverage Certificate contains a binding and individual Arbitration Agreement. 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. 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 Cricket and cancel your coverage. You will receive a prorated refund of any amounts paid for that coverage as applicable.

Agreement to Terms and Conditions

You agree to the Terms and Conditions, including the Coverage Certificate when you enroll. If you would like to review the complete Terms and Conditions before you enroll, you can ask your sales representative or visit asurion.com/cricket, or call 855-309-8342. Complete Terms and Conditions including the Coverage Certificate will also be sent to you after your enrollment.

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 Center
P.O. Box 332024, Nashville, TN 37203
CA License #0D63161
Telephone: 855-309-8342

Fraud

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

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 855-309-8342.

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

Most of your concerns about this Certificate can be addressed simply by contacting Asurion at 855-309-8342.
You may also call the Arkansas Insurance Department to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Arkansas Insurance Department at 1 Commerce Way, Suite 102 Little Rock, AR 72202. 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 to file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago at 320 W. Washington Street, Chicago, IL 60603 and in Springfield at 520 E. Main Street, Springfield, IL 62706. In Indiana, if you need (a) the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email: State of Indiana Department of Insurance Consumer Services Division, 311 West Washington Street Suite 300, Indianapolis, Indiana, 46204; consumer hotline: (800) 622-4461 or (317) 232-2395; complaints can be filed electronically at: www.in.gov/idoi.

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 Cricket; or (iv) thirty (30) days based on a determination by Cricket 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.

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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
P.O. Box 12030
Austin, TX 78711-203
Web: www.tdi.texas.gov
Email: 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.

CONTINENTAL CASUALTY COMPANY
Chicago, Illinois

Commercial Inland Marine
Communications Equipment
Coverage Certificate – New York

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

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

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

I. COVERAGE.

In exchange for premium paid when due, we will insure the Covered Property as described in Section I.A. COVERAGE PLAN, provided that any Loss occurs while your coverage is in effect. The information about your coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference into this Certificate. In the event of a Loss, our obligation under this Certificate is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

A. COVERAGE PLAN.

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

B. COVERAGE PERIOD.

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

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

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

Coverage continues month-to-month unless cancelled.

C. PAYMENT OF PREMIUMS.

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

Device Tier	Monthly Premium Per Enrolled Wireless Number
Device Tier 1	$5.00
Device Tier 2	$5.00
Device Tier 3	$5.00
Device Tier 4	$5.00
Device Tier 5	$6.00

D. DEDUCTIBLE.

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

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Replacement Deductibles	$10	$40	$75	$130	$250
Cracked Screen Repair Deductible (for Eligible Devices only)	n/a	n/a	n/a	$0	$0

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

II. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMIT.

We will pay a maximum of $2,500, less the applicable deductible in Section I.D. DEDUCTIBLE, for each approved repair or replacement.

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B. AGGREGATE LIMIT.

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

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

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

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

III. EXCLUSIONS.

This insurance does not cover the following:

A. Indirect or consequential loss, including loss of use, interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in the repair or replacement of Covered Property.

B. Loss to or damage of:

1. Any property or device that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
4. Any wireless device with a unique identification number (IMEI or ESN, etc.) that has been altered, defaced or removed.
5. Data, Nonstandard External Media, and Nonstandard Software.
6. Batteries (unless otherwise covered as an Included Accessory when part of a Loss to the Covered Property).
7. Included Accessories (unless part of a Loss to other Covered Property).

C. Loss due to or resulting, directly or indirectly, from:

1. Intentional, dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.
2. Abuse or use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, failure to follow the manufacturer's installation, operation or maintenance instructions, or any act that voids the manufacturer's warranty.
3. Obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
4. Cosmetic damage that does not affect the function of the Covered Property, including scratches, marring and changes or enhancement in color, texture, or finish.
5. Unauthorized repair or replacement.
6. The discharge, dispersal, seepage, migration, release or escape of Pollutants from the Covered Property.
7. Error or omission in design, programming, or system configuration of the Covered Property, or any condition which results in or is covered by a manufacturer's recall.
8. Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
9. Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.
10. Mechanical or Electrical Failure.
11. Malware.

IV. DUTIES IN THE EVENT OF A LOSS.

A. If your Covered Property is lost or stolen, notify your Service Provider as soon as possible to suspend service.

B. If your claim involves a violation of law, promptly notify the appropriate law enforcement agency.

C. You must report a Loss to our Authorized Representative within sixty (60) days from the Date of Loss. You must submit all claims through our Authorized Representative for our approval.

D. You must cooperate in the investigation of your claim. If requested, you must:

1. Provide the following within sixty (60) days of our Authorized Representative's request:
   (a) a detailed, written proof of Loss statement, a police report case number, and/or a copy of the police report;
   (b) a copy of the original bill of sale;
   (c) a photocopy of a valid state or federal government issued photo I.D. that is not a student or professional license or I.D.; and/or
   (d) any other information required to approve your claim.
2. Permit us or our Authorized Representative to inspect the property and records proving the Loss, and question you under oath about any matter relating to this coverage or your claim. Your answers must be signed and may be recorded.

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E. You must do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.

F. If we arrange to repair your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

G. You must take possession of the repaired or replacement device as follows:

1. If we replace your Covered Property, you must take delivery of the replacement device within sixty (60) days of our claim approval. If you fail to do so, you forfeit your claim and the replacement device becomes our property.
2. If we repair your Covered Property, and you fail to: (i) pick up the repaired Covered Property from our Authorized Service Center within sixty (60) days of our notice that the repair has been completed, or (ii) fail to satisfy the non-refundable deductible within the same day of our claim approval, you forfeit your claim and the repaired Covered Property becomes our property.

H. If the Covered Property is not lost or stolen, you must keep the Covered Property until your claim is completed, unless we or our Authorized Representative direct otherwise. If we provide a replacement device, we may require you to return the claimed Covered Property to us according to our instructions in the return mailer we provide, or other return method directed by us, within thirty (30) days or pay the applicable non-returned device charge. If the Covered Property is lost or stolen and is later recovered, you must notify our Authorized Representative and return the recovered device as directed, even if your claim has already been completed, or pay the applicable non-returned device charge. YOU CAN AVOID A NON-RETURNED DEVICE CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.

I. If you fail to comply with these duties, including failure to timely report the Loss, provide the requested information, or cooperate in the investigation and processing of your claim, or otherwise act in a way that increases the Loss or prejudices our right to properly evaluate your claim, your claim may be denied.

V. CONDITIONS IN THE EVENT OF LOSS.

A. If you experience a Loss and we approve your claim, we will arrange for the repair or replacement, at our sole option, of the Covered Property through the Authorized Service Facility.

B. You will not be entitled to receive cash, but we may choose to provide a cash settlement, not to exceed the replacement cost, as determined by us, instead of repairing or replacing the Covered Property.

C. At our option, we will repair the Covered Property with substitute parts or provide a replacement device; repaired or replacement devices:

1. Will be of like kind and quality with similar features and functionality, or if the Covered Property is not carried or sold by the Service Provider, will be in the same or higher device category to which you were assigned;
2. May be either new or refurbished, and may contain original or non-original parts; and
3. May be a different brand, model or color.

D. Replacement devices will be approved for use on the network of the Service Provider and in the same or higher device category as the Covered Property at the time of Loss. The replacement device we provide will automatically become Covered Property once airtime has been logged on the covered line.

E. At our option, we may require that the Service Provider, our Authorized Representative or the manufacturer examine the Covered Property during our evaluation of your claim.

F. If the Covered Property has multiple-SIM capability and you have coverage from us on more than one Wireless Number in use on the Covered Property at the time of Loss, you are eligible for one claim per Loss.

VI. ELIGIBILITY AND CANCELLATION.

A. CANCELLATION.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to or call: Asurion Customer Care Center P.O. Box 332024, Nashville, TN 37203 or 1-800-274-2538.
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.

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4. If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. The cancellation will be effective even if the refund has not been made or offered.

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

B. HOW NOTICE OF CANCELLATION IS PROVIDED.

1. Notices required by Sections VI.A.2. or VI.A.3. CANCELLATION will be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
2. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.
3. We or the Service Provider will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections VI.A.2. or VI.A.3. CANCELLATION, by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.

C. TO BE AND REMAIN ELIGIBLE FOR COVERAGE:

1. You must have activated communications service directly with your Service Provider and be an active and current subscriber of your Service Provider to be covered under this Certificate. Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
2. We must designate the Covered Property as eligible for coverage.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have met the aggregate limit (See Section II.B. AGGREGATE LIMIT) under any CNA coverage certificate issued to you by your Service Provider within the previous twelve (12) consecutive months of your request for this coverage.
5. You must not be in breach of any material term of this Certificate, including, but not limited to, failure to return the claimed Covered Property as directed, or failure to satisfy the required deductible.

VII. ADDITIONAL CONDITIONS.

A. All claims filed under this Certificate will be fulfilled within thirty (30) days after you:

1. Provide satisfactory proof of ownership and Loss to our Authorized Representative; and
2. Satisfy all of your duties under Section IV. DUTIES IN THE EVENT OF A LOSS.

B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of a Loss, either may elect arbitration pursuant to Section VII.F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT, below.

C. You may not assign this Certificate without our written consent.

D. We will keep any value for the recovery or salvage on a Loss until our expenses have been fully reimbursed. If we provide a replacement device, the claimed Covered Property becomes our property and may be disabled, destroyed, or reused. We will not provide a replacement device if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, failure to satisfy the non-returned device charge or deductible on a prior Loss.

E. If we fulfill your claim and you have rights to recover damages from another, those rights are transferred to us. You must do everything necessary to secure our rights and do nothing after a Loss to impair them. You may waive your rights against another party in writing:

1. Prior to a Loss.
2. After a Loss, only if, at time of Loss, that party is:
   (a) Someone covered under this Certificate; or
   (b) A business firm that: (i) you own or control; (ii) owns or controls you; or (iii) is your tenant.

This will not restrict your coverage.

F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT. Please read this section carefully. It affects your rights. **For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of Continental Casualty Company, and our Authorized Representative, and the Service Provider, as defined herein.** Most of your concerns about this Certificate can be addressed simply by contacting us at 1-855-309-8342. 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.

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2. Arbitration Process:
   (a) How to start arbitration.
   - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
   - Describe the dispute and relief sought in the Notice.
   - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

   (b) Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.

   (c) Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.
3. Fees:
   (a) In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.

   (b) We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.
4. Arbitration Decision:
   (a) You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.

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

   (c) We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.

   (d) If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

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

G. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. There has been full compliance with all terms of this Certificate; and
2. The action is brought within two (2) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.

H. The coverage territory is worldwide but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.

I. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.

J. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; device service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.

K. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.

L. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.

M. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.

N. If we make any changes to the Policy that would increase your coverage without additional premium, the increased coverage will immediately apply to this Certificate.

O. It is important that you back up all Data and software because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE ARE NOT RESPONSIBLE FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE OR DATA.**

VIII. DEFINITIONS.

A. "Authorized Service Facility" means: The location or locations that serve as a repair or replacement facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.

B. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Communications Equipment Coverage Certificate.

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C. "Covered Property" means: The eligible wireless communications device owned or leased by you and actively registered on the Service Provider's network at the time you initially purchased this coverage and for which airtime has been logged after enrollment. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which airtime has been logged indicates the wireless device to be considered Covered Property, unless you have logged airtime on a different wireless device immediately prior to the time of Loss, then such wireless device shall be considered Covered Property so long as such wireless device is owned or leased by you and you provide us proof of ownership.

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 standard battery, one standard charging cord, and (if applicable) one standard SIM card.

G. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.

H. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:

1. Who have been enrolled in and accepted for coverage under this Certificate.
2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.
3. Who have paid all premiums due with respect to their Covered Property before any claimed Date of Loss.

I. "Loss" and "Losses" means: a covered repair or replacement as provided in Section I.A. COVERAGE PLAN.

J. "Malware" means: malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.

K. "Mechanical or Electrical Failure" means: Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.

L. "Nonstandard External Media" means: physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.

M. "Nonstandard Software" means: software, other than Standard Software.

N. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

O. "Service Provider" means: Cricket Wireless, LLC or one of its affiliates, successors or assigns.

P. "Standard External Media" means: physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer, but which are not integrated components of the Covered Property required for it to function.

Q. "Standard Software" means: the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.

R. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

IX. STATE CHANGES.

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

New York: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days" is amended to "fifteen (15) days". (iv) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.

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

Asurion Customer Care Center
P.O. Box 332024
Nashville, TN 37203
1-855-309-8342

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

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ALL OTHER STATE SPECIFIC CHANGES

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

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

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

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

B. STATE CHANGES - MISCELLANEOUS

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

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

Arkansas: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. 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.

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

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

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

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

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

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

Illinois: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) The last sentence in Section VII.F is amended as follows: If this specific provision is unenforceable, then this entire A. A. does not apply. (iii) Section VII.G.2. is amended by adding the following: The running of the two (2) year period is tolled from the date proof of loss is filed, in the form required by the Policy, until the date the claim is denied in whole or in part. (iv) In Section VIII.N., the terms "electromagnetic field" and "electromagnetic pulse" are deleted. (v) The Illinois Department of Insurance can be contacted to file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago at 320 W. Washington Street, Chicago, IL 60603 and in Springfield at 520 E. Main Street, Springfield, IL 62706.

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

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

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

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

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

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

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

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

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

Montana: (i) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (ii) Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. (iii) The following is added to Section VII.K: The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) Section VIII.B. is amended to provide that the selection of the Authorized Service Facility will be at the discretion of us or our Authorized Representative.

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

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

New York: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (iv) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

North Dakota: (i) The first paragraph of Section VI.A.3. is replaced by the following: we may change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days' notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VI A. are deleted and replaced by the following: (a) If this Certificate has been in effect for less than ninety (90) days, we may cancel your coverage for any

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

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

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

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

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

Puerto Rico: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: Asurion Customer Care Center, P.O Box 332024, Nashville, TN 37203.

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

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

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

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

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

days of the arbitrator's award. (viii) The following sentence is deleted from Section VII.F. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

West Virginia: Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT BOTH PARTIES MAY, BY MUTUAL CONSENT, AGREE IN WRITING TO ARBITRATION OF THE DISAGREEMENT. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county of your mailing address. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the expenses of the third arbitrator equally.

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

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