

# Device Protection

## Terms and Conditions

For customers with loss & theft coverage



asurion

Sold by Google Fi Wireless



## Device Protection

### Summary of Key Terms and Important Information

<b>Plan Charge</b>	<b>Monthly plans<sup>1</sup></b> – \$3-\$15 billed monthly for sixty months based on your enrolled plan. Plan charges depend on device model. Please see below for the plan charges by device.			
<b>Coverage and Description</b>	<b>Insurance:</b> Loss, theft, and physical damage. <b>Service Contract:</b> Operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship, normal wear and tear, or unintentional and accidental damage from handling as a result of normal use (“ADH”) for eligible devices.			
<b>Claim Limits</b>	<b>Insurance:</b> Two loss, theft, or physical damage claims in any rolling 12-month period. <b>Service Contract:</b> Two (2) ADH claims in any rolling 12-month period. No limit on the number of post-warranty breakdown claims. \$1,500 value maximum per claim. All claims must be reported within ninety (90) days of the incident.			
<b>Replacement Deductible/ Service Fee</b>	\$39-\$199 non-refundable deductible or service fee per approved claim. See below for the deductible/service fee schedule on pg. 2.			
<b>Repair Service Fee</b>	\$19-\$29. Available for select smartphones only. To determine your device eligibility for front cracked screen repair visit <a href="https://asurion.com/googleficlaims">asurion.com/googleficlaims</a> or see service fee table.			
<b>Replacement Devices</b>	Claims may be fulfilled with new or refurbished devices and may be the same model or another model of like kind and quality. Replacement devices may contain original or non-original replacement parts. Color, features, and accessory compatibility are not guaranteed.			
<b>Covered Devices</b>	Phones and smartwatches. Accessories are not covered.			
<b>Cancellation Policy</b>	<b>This is an optional plan and will continue until the term end date unless cancelled.</b> You can cancel by visiting <a href="https://fi.google.com/account#plan">https://fi.google.com/account#plan</a> . If cancelled, a refund will be provided as described in the terms and conditions.			
<b>Arbitration Agreement</b>	The terms and conditions include a binding individual arbitration provision applicable to this plan (unless state exceptions apply). See the terms below for more information.			
<b>Deductible/ Service Fee</b> (depending on device)	<b>Covered Devices: (Phones and Watches)</b>	<b>ADH Cracked Screen Repair (for eligible devices):</b>	<b>All other ADH, Operational Failures and Insurance Damage Replacement:</b>	<b>Loss and Theft Replacement:</b>
	<b>Tier 1:</b> moto g (2025), moto g 5G (2022), moto g 5G (2023), moto g 5G (2024), Moto G Power (2021), Moto G Power (2022), Moto G Stylus (2020), Moto G Stylus (2022), moto g stylus (2025), moto g stylus 5G (2024), Samsung Galaxy A03s, Samsung Galaxy A13, Samsung Galaxy A14, Samsung Galaxy A15, Samsung Galaxy A16 5G, Samsung Galaxy A32, Samsung Galaxy A53 5G	\$29	\$39	\$49
	<b>Tier 2:</b> Moto G Stylus 5G (2023), Motorola One 5G Ace, motorola razr (2025), Pixel 5a, Pixel 6a, Pixel 8a, Pixel 9a, Pixel Watch, Pixel Watch 2, Pixel Watch 3 (41mm), Pixel Watch 3 (45mm), Samsung Galaxy A35 5G, Samsung Galaxy A36 5G, Samsung Galaxy A54 5G, Samsung Galaxy S22, Samsung Galaxy Watch5 LTE 40mm, Samsung Galaxy Watch5 LTE 44mm, Samsung Galaxy Watch5 Pro, Samsung Galaxy Watch5 Pro 45mm, Samsung Galaxy Watch6, Samsung Galaxy Watch7, Samsung Galaxy Watch8	\$29	\$49	\$79
	<b>Tier 3:</b> motorola razr 2024, Pixel 4a, Pixel 4a 5G, Pixel 5, Pixel 6, Pixel 7, Pixel 7a, Pixel 8, Pixel 9, Samsung Galaxy A71 5G, Samsung Galaxy S22+, Samsung Galaxy S23, Samsung Galaxy S24, Samsung Galaxy S25, Samsung Galaxy Watch Ultra, Samsung Galaxy Watch Ultra (2025)	\$29	\$79	\$99

<sup>1</sup> All applicable taxes and surcharges extra. Includes insurance similar to other insurance sold separately for up to \$2.00 per month

The Device Protection program is a combination of insurance and service contract. The insurance coverage is underwritten by Continental Casualty Company, a CNA Company (CNA), Chicago, IL, and administered by Asurion Protection Services, LLC, (In Iowa, Lic. #1001002300; in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #0D63161), a licensed agent of CNA. Device Protection service contract coverage is provided by Asurion Warranty Protection Services, LLC or one of its affiliates.

**Summary of Key Terms and Important Information - continued**

<b>Deductible/ Service Fee</b> (depending on device)	<b>Covered Devices: (Phones and Watches)</b>	<b>ADH Cracked Screen Repair (for eligible devices):</b>	<b>All other ADH, Operational Failures and Insurance Damage Replacement:</b>	<b>Loss and Theft Replacement:</b>
	<b>Tier 4:</b> Pixel 6 pro, Pixel 7 Pro, Samsung Galaxy S20 5G, Samsung Galaxy S21, Samsung Galaxy S22 Ultra, Samsung Galaxy S23+, Samsung Galaxy S24+, Samsung Galaxy S25+	\$29	\$99	\$149
	<b>Tier 5:</b> motorola razr+ 2023, Pixel 8 Pro, Pixel 9 Pro, Pixel 9 Pro Fold, Pixel 9 Pro XL, Pixel Fold, Samsung Galaxy Note 20, Samsung Galaxy Note 20 Ultra, Samsung Galaxy S20 Ultra 5G, Samsung Galaxy S20+ 5G, Samsung Galaxy S21 Ultra, Samsung Galaxy S21+, Samsung Galaxy S23 Ultra, Samsung Galaxy S24 Ultra, Samsung Galaxy S25 Ultra, Samsung Galaxy Z Flip3 5G, Samsung Galaxy Z Flip4, Samsung Galaxy Z Flip5, Samsung Galaxy Z Flip6, Samsung Galaxy Z Flip7, Samsung Galaxy Z Fold4, Samsung Galaxy Z Fold5, Samsung Galaxy Z Fold6, Samsung Galaxy Z Fold7, Samsung S25 Edge	\$29	\$129	\$199
	<b>Tier 6:</b> Moto G Play	\$29	\$29	\$49
	<b>Tier 7:</b> No devices at this time	N/A	N/A	N/A
	<b>Tier 8:</b> Moto G Power (2020)	\$19	\$39	\$49
	<b>Tier 9:</b> No devices at this time	N/A	N/A	N/A

<b>Plan Price</b> (at the time of purchase)	<b>Covered Device:</b>	<b>Monthly Charge:</b>
	moto g (2025), moto g 5G (2023), moto g 5G (2024), Moto G Play, Moto G Power (2022), Samsung Galaxy A03s, Samsung Galaxy A14, Samsung Galaxy A15, Samsung Galaxy A16 5G	\$3
	Moto G Power (2020), Moto G Power (2021), Moto G Stylus (2020), Moto G Stylus 5G (2023), Pixel Watch, Pixel Watch 2, Pixel Watch 3 (41mm), Pixel Watch 3 (45mm), Samsung Galaxy A32, Samsung Galaxy Watch5 LTE 40mm, Samsung Galaxy Watch5 LTE 44mm, Samsung Galaxy Watch6, Samsung Galaxy Watch7, Samsung Galaxy Watch8	\$4
	moto g 5G (2022), Moto G Stylus (2022), moto g stylus (2025), moto g stylus 5G (2024), Motorola One 5G Ace, Pixel 6a, Pixel 7a, Samsung Galaxy A13, Samsung Galaxy A54 5G, Samsung Galaxy Watch5 Pro, Samsung Galaxy Watch5 Pro 45mm	\$5
	motorola razr (2025), motorola razr 2024, Pixel 4a, Pixel 5a, Pixel 8a, Pixel 9a, Samsung Galaxy A35 5G, Samsung Galaxy A36 5G, Samsung Galaxy A53 5G, Samsung Galaxy S23, Samsung Galaxy Watch Ultra, Samsung Galaxy Watch Ultra (2025)	\$6
	Pixel 4a 5G, Pixel 6, Pixel 7, Samsung Galaxy A71 5G	\$7
	Pixel 5, Pixel 8, Pixel 9, Samsung Galaxy S22, Samsung Galaxy S24, Samsung Galaxy S25	\$8
	Pixel 6 pro, Pixel 7 Pro, Samsung Galaxy Note 20, Samsung Galaxy S20 5G, Samsung Galaxy S21, Samsung Galaxy S23+	\$9
	motorola razr+ 2023, Samsung Galaxy S22+, Samsung Galaxy S24+, Samsung Galaxy S25+, Samsung Galaxy Z Flip4, Samsung Galaxy Z Flip5	\$11
	Pixel 8 Pro, Pixel 9 Pro, Pixel 9 Pro XL, Samsung Galaxy Note 20 Ultra, Samsung Galaxy S20+ 5G, Samsung Galaxy S21+, Samsung Galaxy S23 Ultra, Samsung Galaxy Z Flip6, Samsung Galaxy Z Flip7, Samsung S25 Edge	\$12
	Samsung Galaxy S24 Ultra, Samsung Galaxy S25 Ultra	\$14
	Pixel 9 Pro Fold, Pixel Fold, Samsung Galaxy S20 Ultra 5G, Samsung Galaxy S21 Ultra, Samsung Galaxy S22 Ultra, Samsung Galaxy Z Flip3 5G, Samsung Galaxy Z Fold4, Samsung Galaxy Z Fold5, Samsung Galaxy Z Fold6, Samsung Galaxy Z Fold7	\$15

## Important Information and Limitations

**BINDING ARBITRATION: THE FOLLOWING TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW IN THE INCLUDED TERMS AND CONDITIONS.**

**Optional Coverage:** You do not need to purchase coverage in order to purchase a device or activate Google Fi service.

**Duplication of Coverage:** Device Protection may provide a duplication of coverage already provided by your consumer's personal auto insurance policy, homeowners' insurance policy, personal liability insurance policy, or other source of coverage. This insurance coverage is primary over any other insurance you may have.

**Sales Representative Qualifications:** Unless otherwise licensed, Google sales representatives are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to by Continental Casualty Company, a CNA Company (CNA) licensed agent, Asurion Protection Services Insurance Agency, LLC at 866-745-1749.

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

**Enrollment is Within Our Discretion:** Program enrollment and replacement authorization shall be in the sole discretion of CNA, the program administrator, or any other authorized representative of CNA, in accordance with the terms of the Coverage Certificate and applicable law.

**Insurance Exclusions and Limitations:** This insurance coverage does contain limitations and exclusions. Loss due to indirect or consequential loss, intentional 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, batteries unless it is part of the covered loss, malware, nuclear reaction or radiation, war, governmental action, damage to data, nonstandard external media, and nonstandard software, failure to reasonably protect the device from any further loss, accidental damage from handling, are excluded. All exclusions and limitations can be found in the full terms and conditions.

**For Coverage to Apply:** For coverage to apply to a particular device, you must own the device. Coverage applies to only one device at any given time. See the attached terms and conditions for more information.

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

Asurion Protection Services, LLC  
Asurion Protection Services Insurance Agency, LLC  
Customer Care  
P.O. Box 411605  
Kansas City, MO 64141-1605  
CA License #OD63161  
866-745-1749

**Fraud Warning:** 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 the state of Florida, such conduct is a felony of the third degree.

**How to Enroll:** You are eligible to enroll in Device Protection within 30 days of the purchase of a new device. To enroll, go to [fi.google.com](http://fi.google.com).

**To File a Claim:** Go online at [asurion.com/googleficlaims](http://asurion.com/googleficlaims). For replacements, you can avoid a non-return fee by returning your damaged or malfunctioning device.

**For Residents of California, Indiana, and Maryland: Most of your concerns about this Certificate can be addressed simply by contacting Asurion at 866-745-1749.** The consumer hotline for the California Department of Insurance is 800.927.HELP (4357), and the Maryland Insurance Administration is 800.492.6116. 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](http://www.in.gov/idoi). For Arkansas and Illinois, please see your terms and conditions for contact information.

**For Washington Residents:** 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 Google Fi or exhausting your aggregate claim limit; or (iv) thirty (30) days based on a determination Google Fi 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 78711-2030  
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.

If you have any questions, or need help filing a claim, contact us at 866-745-1749.

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

## Device Protection Service Contract

### Plan Providers\*:

**Asurion Warranty Protection Services, LLC**  
**Asurion Warranty Protection Services of Florida, LLC**  
**Asurion Warranty Protection Services of Puerto Rico, Inc.**

\*As used in this Plan, “We,” “Us,” and “Our” means the provider obligor under this Plan as follows: If this Plan is purchased in Florida, Asurion Warranty Protection Services of Florida, LLC; if purchased in Puerto Rico, Asurion Warranty Protection Services of Puerto Rico, Inc.; and if purchased in any other jurisdiction, Asurion Warranty Protection Services, LLC. “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 shipping address in the records of Google at the time of purchase.

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

### Terms & Conditions

These terms and conditions together with Your order confirmation from Google (the “Plan”) govern the Program, so You should keep this Plan for future reference. Your Google Device ID, which includes your International Mobile Equipment Identity (“IMEI”) or serial number for the Covered Equipment is Your Plan number.

**Agreement.** You agree to all the provisions of this Plan when You order the Program and/or pay for it. We may change the Plan 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, sales receipt, order confirmation email, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your electronic address to Us or Google, You are authorizing Us to communicate with You electronically. Your continued use of the Program and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Program is available only to customers of Google. 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> **“Google”** means Google North America Inc. and any successors, the Seller of this Plan. You can reach the Seller at <https://support.google.com/fi/gethelp> or call Us at 866-745-1749.
- 2> **“Asurion”** means Asurion Warranty Protection Services of Florida, LLC in Florida, Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico, and Asurion Warranty Protection Services, LLC in all other jurisdictions. You can write to Asurion at P. O. Box 805227, Chicago, IL 60606-1078 or call 866-745-1749.
- 3> **“Administrator”** means Asurion.
- 4> **“Covered Equipment”** means the eligible device identified by the IMEI or Serial Number in the enrollment records provided by Google to Us.

- 5> **“Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from (i) defects in materials and/or workmanship; (ii) normal wear and tear; (iii) power surge; or (iv) unintentional and accidental damage from handling as a result of normal use (“ADH”) for eligible portable electronic devices.
- 6> **“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 of the Covered Equipment.
- 7> **“Date Issued”** means the plan start date shown on Your enrollment confirmation. If you enrolled in the Plan at the same time you purchased your device on-line, this is your device shipping date. If you enrolled in the Plan on-line within 30 days of purchasing your device, this is either your device shipping date or the date you enrolled in the Plan, whichever is later.
- 8> **“Program”** means the Device Protection Service Contract program described in this service Plan.
- 9> **“Authorized Service Provider(s)”** mean 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, 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 repair or replace Your Covered Equipment, We may, at Our discretion: issue You a credit for the replacement cost of the Covered Equipment, as determined by Us, based on its value immediately prior to the breakdown. Non-original parts may be used for repair of the Covered Equipment. 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 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. **NOTE: For Your Covered Equipment:** 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. Operational Failure due to ADH
2. Operational Failure due to Power surge

**Plan Period.** The term of this Plan begins on the start date indicated on Your enrollment confirmation and continues for the term indicated in Your enrollment confirmation unless cancelled. This Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty but provides certain additional benefits during the term of the

manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for the coverage 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. In the event Your Covered Equipment is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**Charges.** The monthly cost of this Plan is indicated on Your sales receipt or order confirmation email. Non-payment by You will result in cancellation of the Plan as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with the Seller to process payments, failure to do so may cause Your Plan to be cancelled. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your Plan charges.

**MANUFACTURER'S RESPONSIBILITIES:** Parts and services covered by the manufacturer 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 or other disaster (whether natural, man-made, or catastrophic), fire, smoke, flood, explosion, war, civil disorders, riot, terrorism, nuclear event, strike, embargo, acts of the government, military authority, or the elements; 3> Loss, theft, abuse, malicious mischief, misuse, intentional damage, vandalism, improper installation, or customer negligence; 4> Damage caused by corrosion, dirt, mold, rust, sand, insects or animals 5> pre-existing Operational Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; 6> 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; 7> Service performed by unauthorized repair personnel; 8> Covered Equipment with altered or missing serial or IMEI numbers; 9>“No Problem Found” diagnosis or failure to follow the manufacturer’s instructions; 10> 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; 11> Loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program; 12> Mobile phone accessories that are not included in the box by the manufacturer including, but not limited to: chargers, headsets, face plates and cases; 13> Damage caused by foreign objects; and 14> Operational Failure due to any design flaw or systemic manufacturing defect, or failure covered by the manufacturer’s warranty or manufacturer’s recall in effect at the time of the failure.**

**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> Damage to Property in transit to You; 3> Battery chargers; 4> Any accessories 5> Unauthorized modifications,**

**alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer; or 6> Covered Equipment that is missing any part or parts.**

**Claim Limit.** This Plan will cover up to, but no more than, two (2) covered ADH claims in any one rolling twelve (12) month period. The twelve (12) month period is calculated based on the date of loss for each covered ADH breakdown. There are no claim limits for all other Operational Failures. For any single claim, the maximum amount We will spend to replace or repair the Covered Equipment is \$1,500.00.

**To Obtain Service.**

If Your Covered Equipment experiences an Operational Failure, You may go online to [asurion.com/googleficlaims](https://asurion.com/googleficlaims) twenty-four (24) hours a day, seven (7) days a week, or You may call customer service between the hours of 6:00a.m. – 12 a.m. CST seven days a week at 866-745-1749 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 Authorized Service Providers, or by mail. We will pay for the cost of shipping Your Covered Equipment to and from the Authorized Service Provider 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.

You must file Your claim within ninety (90) days of an 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 fourteen (14) business days, in most cases, 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 under this Plan.

**Claim Service Fee.** For covered claims, a non-refundable claim service fee, and any applicable taxes, is payable at the time of claim as set forth in the schedules below.

Claim service fee is payable when the Replacement Equipment is shipped to You or when the repair is completed. See tiers below:

Covered Device Tier:	ADH Cracked Screen Repair (for eligible devices):	All other ADH and Operational Failures
Tier 1	\$29	\$39
Tier 2	\$29	\$49
Tier 3	\$29	\$79
Tier 4	\$29	\$99
Tier 5	\$29	\$129
Tier 6	\$29	\$29
Tier 7	N/A	\$35
Tier 8	\$19	\$39
Tier 9	\$19	\$49

**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 an Authorized Service Provider, or We may require You to return the Covered Equipment to Us at Our expense within fourteen (14) days of the delivery of Your Replacement Equipment 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.

**TRANSFERABILITY:** This Plan is not transferrable by You, and may not be assigned by You. This Plan is transferable at Our discretion.

**RENEWAL:** This Plan is not renewable.

**Cancellation.** You can cancel this Plan at any time for any reason by contacting Us at <https://fi.google.com/account#plan> and/or if you need assistance with <https://fi.google.com/account#plan> to cancel call 866-745-1749, or by writing to: P.O. Box 061078, Chicago, IL 60606-1078. 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 shall provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. If You fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled on the date the payment was due. We may cancel this plan immediately if We discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You. If We cancel this Plan, We will refund You 100% of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. For residents of AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, PR, SC, TX, WA, WI, WY, and any other jurisdiction required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a ten percent (10%) penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with Google, or any Google feature, including Device Protection, 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 Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. If You have filed a claim under this Plan and We fail to pay, provide service or provide You with a refund owed within sixty (60) days, or if We become insolvent or otherwise financially impaired, You may contact Continental Casualty Company directly at 1-800-831-4262 to report Your claim.

**Limitation of Liability.** IN THE EVENT OF ANY ERROR, OMISSION OR FAILURE BY ASURION OR GOOGLE WITH RESPECT TO THE PLAN OR THE SERVICES PROVIDED BY ASURION OR GOOGLE HEREUNDER, ASURION AND GOOGLE'S RESPONSIBILITY AND LIABILITY SHALL 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 GOOGLE PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL ASURION OR GOOGLE BE LIABLE FOR

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR GOOGLE HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR ASURION OR GOOGLE'S 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 GOOGLE, 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 shall 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/googleclaims](http://asurion.com/googleclaims) or by calling 866-745-1749.

**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 the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the obligor and Administrator of this Plan (as defined above). Most of Your concerns about this Plan can be addressed simply by contacting Us at 866-745-1749. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

#### 1. THIS A.A.:

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

#### 2. ARBITRATION PROCESS:

- a. How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](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 Arizona:** If Your written notice of cancellation is received prior to the expiration of the term, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Seller, its assignees, subcontractors and/or representatives, or to any conditions that obligor or Seller knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Subsection (3) of the first paragraph of the **What is not Covered** provision is deleted and replaced with the following: **"3> Loss, theft, abuse, malicious mischief, misuse, intentional damage, vandalism, improper installation by someone other than us or our agent, or customer negligence;"** Subsection five (5) of the second paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **"5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer while owned by You."** The second sentence of the **Agreement** section is deleted and replaced with the following: "We may change the monthly (if applicable to your Plan) charge for the Program,

the administration of the Program, or these terms and conditions, at the time of Your monthly payment renewal by providing You written notice at least thirty (30) days' prior to the end of Your monthly payment renewal. Any changes that are favorable to You or are required by any applicable regulatory agency may take effect during Your coverage term.

**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 Google.

In California, the form number for use under this Plan is as follows:  
625 (12/24)  
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**In Connecticut:** In the event of a dispute with Us or the Administrator that cannot be resolved, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the Covered Equipment, the cost of repair of the Covered Equipment and a copy of this Plan. In-home service is not provided.

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

**In Georgia:** We may only cancel this Plan before end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated thirty (30) days from the effective date of cancellation. If this Plan is terminated before the expiration of the term, We will not deduct the cost of any covered claims that have been paid or repairs that have been made from Your refund. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the Arbitration Agreement provision shall affect Your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6. The third sentence in the **Cancellation** section is deleted and replaced with the following: "In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan. Subsection 1> of the first paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **"Incidental and consequential damages, only to the extent such damages are known to You or reasonably should have been known to You."** Subsection 5> of the first paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **"pre-existing Operational Failures known to You, of the Covered Equipment occurring before the time it was established as the Covered Equipment."**

**In Maine:** The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled

upon fifteen (15) days' notice to You." The seventh sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon fifteen (15) days' notice, We may cancel this Plan for fraud or material misrepresentation in obtaining coverage under this Plan or in filing a claim under this Plan."

**In Minnesota:** The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled upon five (5) days' notice to You." The seventh sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon five (5) days' notice, We may cancel this Plan for fraud or material misrepresentation in obtaining coverage under this Plan or in filing a claim under this Plan."

**In Nevada:** If the Plan is cancelled, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term, unless: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan. Notice of cancellation will be made with fifteen (15) days' notice to You; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. Your right to void this Plan during the first thirty (30) days following receipt is not transferable and applies only to the original Plan purchaser. The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled upon fifteen (15) days' notice to You." Subsection **5>** of the second paragraph of the **What is Not Covered** provision is replaced with the following: "**IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.**" The second sentence of the Agreement section is deleted and replaced with the following: "We may change the monthly (if applicable to your Plan) charge for the Program, the administration of the Program, or these terms and conditions, at the time of Your monthly payment renewal by providing You written notice at least fifteen (15) days' prior to the end of Your monthly payment renewal. Any changes to these Terms and Conditions that are required to be filed in advance by Us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective." Any changes that are favorable to You may take effect during your coverage term. Contact Us at 866-745-1749 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234. All references to "service fee" are deleted and replaced with "deductible".

**In New Hampshire:** Contact Us at 866-745-1749 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. If this Plan is cancelled by Us,

We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund.

**In New Mexico:** If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Plan term, unless: **1>** You fail to pay any amount due. Notice of cancellation will be made with fifteen (15) days' notice to You; **2>** You are convicted of a crime which results in an increase in the service required under the Plan; **3>** You engage in fraud or material misrepresentation in obtaining this Plan. Notice of cancellation will be made with fifteen (15) days' notice to You; **4>** You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or **5>** any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan.

**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: 44198043.

**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 of the Plan obligor and Administrator, as defined above. Most of Your concerns about the Plan can be addressed simply by contacting Us at 866-745-1749. 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.

**In Puerto Rico: Purchaser's Name:** \_\_\_\_\_

**Plan Number:**    -

With respect to Plans purchased in Puerto Rico, the following changes apply: **1>** The **Non-Waiver** provision of this Plan is deleted and does not apply. **2>** The **Definitions** provision is amended to add the following definition: "**10>** "Acts of God and the Elements" refers to destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, flood, hurricanes, tidal waves, among others." **3>** All references of "service fee" throughout this contract are amended by removing "service fee" and replacing it with the word "deductible". **4>** If You have enrolled in coverage under this Plan, We guarantee that the product(s) are included in the list of covered products. **5>** The fifth sentence of the **Arbitration Agreement** provision is deleted and replaced with the following: "In the unlikely event We cannot resolve any disputes, including claims under this Plan, that You or We may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.**" **6>**

The **Arbitration Agreement** provision of this Contract is amended to add the following: "Any award rendered in accordance with this Contract's Arbitration Agreement shall be a nonbinding award against You, provided that You reject the arbitration decision in writing to Us within forty-five (45) days' of the arbitrator's award. If You reject the arbitration decision pursuant to the terms herein, You may go to the courts of Puerto Rico to resolve the dispute." 7> Item **3>** in the **WHAT IS NOT COVERED** provision is amended by deleting the word "abuse". 8> The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge required under this Plan, coverage will be cancelled upon fifteen (15) days' notice to You."

**In South Carolina:** Contact Us at 866-745-1749 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, SC 29201 or 1-800-768-3467.

**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: 344.

**In Virginia:** Contact Us at 866-745-1749 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Plans to file a complaint.

**In Washington:** If We fail to act on Your claim, You may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge required under this Plan, coverage will be cancelled upon twenty-one (21) days' notice to You." The seventh sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon twenty-one (21) days notice, We may cancel this Plan for fraud or material misrepresentation in obtaining coverage under this Plan or in filing a claim under this Plan."

**In Wisconsin: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this Plan before the end of the agreed Plan term on the grounds of nonpayment of the Plan fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use upon five (5) days' notice to You. The fifth and sixth sentences of the first paragraph of the Arbitration Agreement provision of this Plan is amended as follows: **"TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS PLAN, OR SMALL CLAIMS COURT. BY AGREEING TO THIS PLAN, 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."**

In Section 1(b) of the Arbitration Agreement provision of this Plan, the following sentence is deleted in its entirety: "Is governed by the Federal Arbitration Act."

**In Wyoming:** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or Google, or a substantial breach of duties by You relating to the Google service or its use. The **Arbitration Agreement** provision in this Plan is replaced with the following: "If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement provision, references to "We" and "Us" include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns.

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625 V.GOOGDP2 (12/24)



**CONTINENTAL CASUALTY  
COMPANY**  
Chicago, Illinois

**Commercial Inland Marine  
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 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 by Asurion Protection Services, LLC, (In Iowa, Lic. #1001002300); in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #0D63161 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 Vendor 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 Purchase and your request is approved, coverage begins on the date your Covered Property was shipped to you, and continues for sixty (60) months. You will be notified within thirty (30) days if your request is not approved.
2. If you request coverage after Initial Purchase and your request is approved, your coverage begins retroactive to the date your request was submitted, or the date your Covered Property shipped, whichever is later and continues for sixty (60) months. You will be notified within thirty (30) if your request is not approved.

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

**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 tier of your Covered Property.

Device Tiers	Five (5) Year Term Premium (Paid Monthly)/Per Enrolled Device
All Eligible Device Tiers	The monthly charge for Device Protection Insurance is included in the Device Protection monthly charge.

**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 tier of the claimed Covered Property, as shown in the deductible schedule.

	Lost and Theft deductible	Physical damage deductible
<b>Device Tier 1</b>	\$49	\$39
<b>Device Tier 2</b>	\$79	\$49
<b>Device Tier 3</b>	\$99	\$79
<b>Device Tier 4</b>	\$149	\$99
<b>Device Tier 5</b>	\$199	\$129
<b>Device Tier 6</b>	\$49	\$29
<b>Device Tier 7</b>	N/A	N/A
<b>Device Tier 8</b>	\$49	\$39
<b>Device Tier 9</b>	N/A	N/A

**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 \$1,500, less the applicable deductible in Section I.D. DEDUCTIBLE, for each approved repair or replacement.

**B. AGGREGATE LIMIT.**

We will provide a maximum of two repairs or replacements of Covered Property per enrolled device in any one twelve (12) consecutive month period.

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.
7. Included Accessories.

**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, including Battery 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 Vendor 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 ninety (90) 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.

**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.

**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 fourteen (14) 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 Vendor, 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 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.
- E.** At our option, we may require that the Vendor, our Authorized Representative or the manufacturer examine the Covered Property during our evaluation of your claim.

## **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: Visit <https://fi.google.com/account#plan>; Phone 866-745-1749; or write Asurion Customer Care Center, P.O. Box 332024, Nashville, TN 37213
2. The Vendor may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We or the Vendor 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 Vendor.
4. If this Certificate is cancelled by us or the Vendor, 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.

### **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 Vendor 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 Vendor 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 Vendor 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 Vendor and be an active and current subscriber of your Vendor to be covered under this Certificate. Covered Property must be actively registered on the Vendor's network on the Date of Loss.
2. We must designate the Covered Property as eligible for coverage. Eligibility may be limited to new devices that have not been previously activated for service.
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 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, as defined herein. Most of your concerns about this Certificate can be addressed simply by contacting us at 866-745-1749. 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 37222-0656.
    - 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](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 the United States and its territories but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- I.** If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- J.** We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; device service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Vendor 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.
- O. 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.
- P. 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.
- C. "Covered Property" means: the eligible device identified by the International Mobile Equipment Identity (IMEI) or Serial Number in the enrollment records provided by Vendor to Us.
- 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: the accessories contained inside the original packaging of your Covered Property.
- G. "Initial Purchase" means: the time of initial purchase of the Covered Property from the Vendor.
- H. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Vendor 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. "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.
- P. "Standard Software" means: the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- Q. "Vendor" means: Google North America Inc. and its affiliates and subsidiaries.

## IX. STATE CHANGES.

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

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

**If you are a resident of Arkansas, 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 866-745-1749. 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.W., 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 Vendor, 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 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."

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 866-745-1749. 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 866-745-1749. 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.

**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  
Post Office Box 332024  
Nashville, TN 37203  
866-745-1749

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