

Welcome to AT&T Protect Service Contract for 1

**Important Information, including
Terms and Conditions**

Effective April 2, 2024

New York Customers Only

AT&T Protect Service Contract for 1 Program Details

Monthly Charges	Device Tier 1: \$5.35 per mobile number enrolled
	Device Tier 2: \$5.65 per mobile number enrolled
	Device Tier 3: \$6.00 per mobile number enrolled
	Device Tier 4: \$5.45 per mobile number enrolled
Enrollment	Enrollment in this program will continue to renew monthly on your AT&T wireless bill until cancelled.
Claim Limits	Unlimited number of claims with a maximum device value of \$3,500 per claim.
Replacement Device	<p>Once your claim is approved, you will receive your replacement device as soon as the next day.* Claims may be fulfilled with new or AT&T Certified Pre-owned equipment of the same make and model or other make or model of like kind and quality and may be previously opened, used, refurbished or remanufactured, and/or may contain original or non-original replacement parts. Colors, brand, and features may be different. Compatibility of accessories is not guaranteed.</p> <p>Claims approved by 4pm (local time) may be able to receive a replacement device the same day.</p>
Device Repairs including Battery Replacements	<p>Screen and back glass repairs and device repairs by battery replacement may be provided for certain device types in select locations. Newly launched device models may not be eligible for repair. The list of repair types, devices, and locations may be updated over time. Visit phoneclaim.com/att to check current eligibility.</p> <p>Battery Replacement: If a device is outside the manufacturer's warranty period and powers on but fails to maintain an adequate charge after ProTech diagnostic testing, we will repair the device by replacing the battery.</p> <p>A repair may be available as soon as the same day. We will determine repair eligibility at the time of claim based on inventory, parts, technician availability, and other criteria. Options may include in-store repair, mail-in repair or a technician coming to you.</p> <p>Repairs are performed by an Asurion-certified technician and may use new, refurbished, original, or non-original manufacturer parts. A repair may void the manufacturer warranty. We provide a 60-day limited warranty for battery replacements and a 12-month limited warranty for all other covered repairs.</p>

Covered Incidents	Accidental Damage from Handling ("ADH") and out-of-warranty mechanical and electrical failure ("malfunction").
Covered Equipment	<p>Phone, Tablet, Laptop, or Watch – Includes the device and standard battery and, if part of the covered loss, standard battery charger and SIM/eSIM.</p> <p>Wireless Home Phone – Includes the device and, if part of the covered loss, the power cord, back up battery, phone cable and SIM/eSIM.</p> <p>For coverage to apply, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss.</p>
Cancellation Policy	You can cancel your optional coverage at any time and receive a prorated refund of your monthly charge by calling 888.562.8662 or going to att.com/myatt . We may cancel or change terms by giving you prior written notice as required by law.
Bring Your Own Device	When you bring your own device and activate service with it on the AT&T network, it may be eligible for enrollment in device protection within 30 days. If the device make/model is currently or was previously sold by AT&T, the applicable replacement and repair Service Fee for that specific make/model applies for all approved claims. For a device make/model that has never been sold by AT&T, the Service Fee and monthly fee for Device Tier 2 applies. Replacement options will vary. Device must be in good working condition and may be subject to inspection prior to enrollment.

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

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

Service Fee for Replacement Devices

Device Tier 1 \$25	Apple® Watch SE GPS + Cellular 40mm (Aluminum Case - All Bands) AT&T Cingular Flip IV Netgear Nighthawk M6 Samsung Galaxy A13/A14 5G/A51/A51 5G Samsung Galaxy Watch 5 40mm
Device Tier 2 \$100	Apple® Watch SE GPS + Cellular 44mm (Aluminum Case - All Bands) Apple Watch 8/9 GPS + Cellular 41mm (Aluminum Case - All Bands) Apple® Watch 9 GPS + Cellular 45mm (Aluminum Case - All Bands) Apple® iPhone® SE/SE 2020/SE 2022 Google Pixel Watch Samsung A52 5G/A53 5G/A54 5G Bring Your Own Device (a make/model not previously sold by AT&T)
Device Tier 3 \$225	Apple® iPhone® 13 Mini 128GB Apple Watch Ultra/Ultra 2 GPS + Cellular (All Cases - All Bands) Apple Watch 8/9 GPS + Cellular 41 mm (Stainless Steel Case - All Bands) Apple® Watch 9 GPS + Cellular 45 mm (Stainless Steel Case - All Bands) Google Pixel 8 128GB Samsung Galaxy S22 5G 128GB/S23 5G 128 GB Microsoft Surface Go 3/Surface Duo
Device Tier 4 \$275	Apple® iPhone® 13 Mini 256GB/13 Mini 512GB Apple® iPhone® 13/13 Pro/13 Pro Max Apple® iPhone® 14/14 Plus/14 Pro/14 Pro Max Apple® iPhone® 15/15 Plus/15 Pro/15 Pro Max Apple® iPad® Pro 11-inch (2022)/12.9-inch (2022) Samsung Galaxy Z Fold3 5G/Z Fold4/Z Fold5 5G Samsung Galaxy S22 5G 256GB/S22+/S22 Ultra Samsung Galaxy Z Flip3 5G/Z Flip4/Z Flip5 5G Samsung Galaxy Tab S8+ Google Pixel 7 Pro/Fold/8 256GB/8 Pro Samsung Galaxy S23 5G 256GB/S23 Plus 5G/S23 Ultra 5G

Eligible Devices – Repair

\$0 Repair Service Fee	Go to phoneclaim.com/att to see if your device is eligible for battery replacement or screen or back glass repair. The list of repair types, devices, and locations may be updated over time.
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Arbitration	In the unlikely event we cannot informally resolve any disputes, including any claims under the Protect Service Contract for 1 program, you will be required to (except where express state exemptions are provided): 1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH THE COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS.
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Replacement Service Fees	A non-refundable service fee will be charged for each approved claim. Service fee amounts are based on device tiers.	
	Device Tier	Service Fee
	Tier 1	\$25
	Tier 2	\$100
	Tier 3	\$225
	Tier 4	\$275
	To see the service fee amount for your device, go to phoneclaim.com/att . Some devices may be moved to a different service fee tier during their lifecycle.	

Repair Service Fees (including Battery Replacement)	Device Tier	Service Fee
	Tier 1	\$0
	Tier 2	\$0
	Tier 3	\$0
	Tier 4	\$0
	Go to phoneclaim.com/att to see if your device is eligible for repair.	

To see the service fee amount for your device, please visit phoneclaim.com/att or call Asurion at 888.562.8662. Some devices may be moved to a different service fee tier during their lifecycle.

Important Disclosures for AT&T Protect Service Contract for 1

Protect Service Contract for 1 is provided by Asurion Warranty Protection Services, LLC, or one of its affiliates.

Coverage Is Optional

AT&T Protect Service Contract for 1 is optional coverage that you are not required to purchase. Program enrollment and replacement authorization shall be in the sole discretion of Asurion, the obligor, or any other authorized representative in accordance with the terms of the Service Contract and applicable law.

Limitations and Exclusions

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

Communications

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

Easy Claim Process

To file a claim quickly and easily, visit phoneclaim.com/att or call 888.562.8662. The nonrefundable service fee associated with your device model is charged to your monthly wireless bill.

- Representatives are available to help you Monday through Friday from 8 a.m. to 10 p.m. ET; Saturday and Sunday from 9 a.m. to 9 p.m. ET. Holidays may affect hours of operation.
- Report the claim as soon as possible but within 60 days of the date of loss.
- Once your claim is approved, you can receive your replacement device as soon as the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

Non-Return Fee

If your device is damaged or malfunctions, you can avoid non-return fees of up to \$850 by simply returning the device as directed by us in the return envelope that we provide to you.

Dispute Resolution

The Service Contract contains a binding and individual Arbitration Agreement, which will be sent to you. You can obtain a complete copy of the Arbitration Agreement by visiting phoneclaim.com/att. You should read the Arbitration Agreement carefully and completely, since it affects your rights. The Arbitration Agreement requires you to: 1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR ARBITRATIONS. Arbitration is more informal than a lawsuit in court, and it uses a neutral arbitrator instead of a judge or jury. The Arbitration Agreement allows arbitration proceedings to take place in the county of your billing address and requires that those proceedings be administered by the American Arbitration Association (“AAA”) in accordance with their Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. You can learn more about the AAA and those rules by visiting adr.org. The Arbitration Agreement does not prevent you from informing federal, state or local agencies of any dispute, since they may be able to seek relief on your behalf. If you do not want to submit disputes to binding and individual arbitration or you do not agree to any other provision of the Arbitration Agreement, you should contact AT&T and cancel your coverage. You will receive a prorated refund of any amounts paid for that coverage.

Customer Satisfaction

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

Asurion Warranty Protection Services, LLC

Customer Care Center

P.O. Box 411605

Kansas City, MO 64141-1605

Telephone: 888.562.8662

For Residents of New Jersey

AT&T Protect Service Contract for 1 is a service contract that 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.

All applicable taxes and surcharges extra.

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

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We, the administrator or the Dealer 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.

AT&T Protect Service Contract for 1

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 obligated 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 billing address in the records of New Cingular Wireless PCS, LLC (“AT&T”) at the time of purchase.

Terms & Conditions

AT&T Protect Service Contract for 1

These Plan terms and conditions together with Your bill (“Bill”) from AT&T (the “Plan”) govern the Program, so You should keep this Plan for future reference. Your AT&T wireless telephone 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 monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least 30 days’ written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your electronic address to Us or AT&T, 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. 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> **“Dealer”** means New Cingular Wireless PCS, LLC (“AT&T”) and any successors or assigns. You can write to PO Box 061078, Chicago, IL 60606-1078 or call 1-855-309-8342.
- 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 061078, Chicago, IL 60606-1078 or call 1-888-562-8662.
- 3> **“Administrator”** means Asurion.
- 4> **“Covered Equipment”** means one (1) device activated with the Wireless Service Provider that We have designated as eligible for coverage under the Plan, in which the connected device is activated on the wireless telecommunications service for the enrolled AT&T wireless telephone number on the date the Operational Failure of the Covered Equipment occurs and for which air time has been logged by AT&T as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices.
- 5> **“Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear; or unintentional and accidental damage from handling as a result of normal use (“ADH”) for Covered Equipment; or the standard battery’s failure to hold an electrical charge in accordance with the applicable performance threshold for mobile phones only.
- 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 date You enrolled in coverage under this Program. If this is a subsequent consecutive service contract issued by Us, Date Issued means the Date Issued of the prior consecutive service Plan. If You were enrolled in a prior consecutive service contract provided by Us, Date Issued means the date You activated Your device on the prior consecutive service contract.

8> “Program” means the Protect Service Contract for 1 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.

Operational Failure: If the Covered Equipment fails due to an Operational Failure that is not covered under any insurance policy, warranty or other service Plan, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If we determine that we cannot service your Covered Equipment as specified in this Plan, we may, at our discretion: (i) replace it with a Replacement Equipment; or (ii) reimburse You for authorized repairs to, or replacement of, the Covered Equipment; or (iii) at our discretion, issue You a gift card or check, or the replacement cost of the Covered Equipment, as determined by us, based on its value immediately prior to the breakdown, not to exceed the original purchase price You paid for the Covered Equipment, including sales tax. Non-original parts may be used for repair of the Covered Equipment. If the standard battery's capacity to hold an electrical charge fails to meet the applicable performance threshold, we will replace an unlimited number of standard batteries for one (1) connected device. If failure occurs in the standard battery, in conjunction with the Operational Failure of the Covered Equipment, We will also repair, or, at Our sole option, replace one standard battery as applicable. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new or refurbished, in Our sole discretion.** The 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 Computers, Laptops, Tablets, Mobile Phones and Watches:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your Covered Equipment.

COVERAGE BENEFITS BEGINNING ON THE DATE ISSUED:

1. ADH.
2. Power surge protection.

Plan Period. The term and monthly billing for this Plan begins on the date You enroll and continues on a month- to-month basis unless cancelled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for the coverage benefits 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.

Changing Your Covered Equipment.

Asurion will administer Your claims subject to the Asurion Administration service fees described in the Claim Service Fee provision. Your previous Operational Failure claim count will carry over to your Newly activated device.

Charges. During the term of this Plan, You will be charged for the cost of this Plan on Your billing statement from AT&T. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Non-payment by You will result in cancellation of the Plan as set forth below. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your bill or, at our discretion, collected from You prior to providing a replacement Equipment. If We do not receive full payment on the date due, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged. A charge may also be assessed for returned checks.

WHAT IS NOT COVERED

The Plan does not cover:

1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> pre-existing Operational Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to,

scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; 6> Service performed by unauthorized repair personnel; 7> Covered Equipment with altered or missing serial or IMEI numbers; 8>“No Problem Found” diagnosis or failure to follow the manufacturer’s instructions; 9> 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; 10> Mobile phone accessories that are not included in the box by the manufacturer including, but not limited to: chargers, headsets, face plates and cases; 11> Introduction of foreign objects; and 12> Inherent defects that are the responsibility of the manufacturer.

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

1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Battery chargers (one standard charger will be provided with Replacement Equipment on approved claims for replacement of the Covered Equipment if the charger has also failed); or 4> Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers, standard watch bands, and SIM Cards), including but not limited to color face plates, watch bands not covered under the Plan, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers. 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer. 6> Covered Equipment that is missing any part or parts.

Claim Limit. For any single claim, the maximum amount we will spend to replace or repair the Covered Equipment is \$3,500.00. The claim limit schedule is unlimited number of Operational Failures.

To Obtain Service. If Your Covered Equipment experiences an Operational Failure, You may go online to phoneclaim.com/att twenty-four (24) hours a day, seven (7) days a week, or You may call customer service between the hours of 8 a.m. to 10 p.m. ET Monday through Friday, and from 9 a.m. to 9 p.m. ET on the weekends (holidays may affect hours of operation) at 888.562.8662 to speak to an agent. In the event You call after hours, there will be access to an automated agent where You will be able to file a claim. **All claims, repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** At Our sole discretion, We will provide for claim fulfillment at AT&T Repair Centers, Authorized Service Providers, by mail, or by sending a remote technician to Your location. We will pay for the cost of shipping Your Covered Equipment to and from the authorized service center if depot service is required. At our sole discretion, we may require that You return or send pictures of the original Covered Equipment to us for inspection by our authorized service center, or we may require You to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement under this Plan. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. To find a AT&T Repair Center, go to phoneclaim.com/att or call Customer Care at 888.562.8662. Repair centers and remote technicians may not be available in Your area and may not be utilized by the Plan.

You must file Your claim within 60 days of an Operational Failure. If You fail to file Your claim within 60 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 two 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 as a condition to receiving service or replacement or reimbursement 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.

SERVICE FEES – CONNECTED DEVICES:

Device Tier	Tier 1	Tier 2	Tier 3	Tier 4
Replacement	\$25.00	\$100.00	\$225.00	\$275.00

Device Tier	Tier 1	Tier 2	Tier 3	Tier 4
Repair of Connected Device	\$0	\$0	\$0	\$0
Repair by Battery Replacement	\$0	\$0	\$0	\$0

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 AT&T, Authorized Service Provider, or We may require You to return the Covered Equipment to Us at Our expense within thirty (30) days, in the return mailer We provide. You must return the Covered Equipment as directed by Us, including unlocking the Covered Equipment, or pay the non-returned equipment charge

applicable to the model of Covered Equipment that We replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.

TRANSFERABILITY: Equipment owned or leased by anyone other than You may not be made a Covered Equipment. Any abuse of the Plan by You, including but not limited to seeking replacement of an Equipment not belonging to You, may result in termination of the Plan upon notice.

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

Cancellation. This Plan is provided on a monthly basis and may be cancelled by You at any time for any reason by notifying AT&T. You can cancel this Plan at any time for any reason by contacting Us at 888.562.8862, visiting att.com/myatt or by writing the Administrator at: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605. 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 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 Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, Puerto Rico, South Carolina, Texas, Washington, Wisconsin and Wyoming, 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. If You fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with AT&T, or any AT&T feature including Protect Advantage for 1 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 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Puerto Rico, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming and all other states required by law. If You have filed a claim under this Plan and We fail to pay, provide service or provide You with a refund owed within sixty (60) days, 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 AT&T with respect to the Plan or the services provided by Asurion or AT&T hereunder, Asurion and AT&T'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 AT&T PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR AT&T BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR AT&T HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR AT&T 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 AT&T, 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 phoneclaim.com/att, or You can ask for the current fee at any AT&T store or by calling 888.562.8662.

Arbitration Agreement. Please read this section carefully. It affects Your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan

(as defined above), and (2) the dealer (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Plan can be addressed simply by contacting us at 888.562.8662. In the event we cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. THIS A.A.:

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

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org 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 Alabama: The Cancellation provision is amended by replacing all references to “the full Plan price” with “all monthly Plan charges”.

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 dealer, its assignee, subcontractors and/or representatives, or to any conditions that the Obligor or dealer knew or reasonably should have known about. 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. Obligations of Asurion under this Plan are backed by the full faith and credit of Asurion. Subsection 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.”**

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 AT&T.

The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting Us at departmentc@asurion.com and/or 888.562.8663, by visiting att.com/myatt, or by writing the Administrator at P.O. Box 411605, Kansas City, MO 64141-1605. This Plan is offered on a month to month basis, AT&T may offer other service contract programs and benefits which may be provided to You by AT&T. We obtained Your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.

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

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In 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 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 prior to 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. 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 4> 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 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 monthly 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; 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. In the event of a Force Majeure, We will not cancel this Plan. However, We have no responsibility to provide coverage for specific delays or failures arising from a Force Majeure. In the event of a Force Majeure, this Plan will continue to provide any applicable coverage that is not related to the Force Majeure, unless such coverage is otherwise excluded under the provisions of this Plan. Subsection 5> of the second paragraph of the **What is Not Covered** provision in this Plan 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.”** Contact us at 888.562.8662 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.

In New Hampshire: Contact Us at 888.562.8662 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of the Plan is subject to RSA 542.

In 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; **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; **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 New York: If Your Covered Equipment experiences an operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear during the manufacturer's warranty period, device set-up for the replacement device you receive, may be available at an Authorized Service Provider by calling 888.562.8662.

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 monthly 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; and the dealer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 888.562.8662. 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: _____ **Mobile Phone Number/Plan Number** □□□-□□□-□□□□

With respect to Plans purchased in Puerto Rico, the following changes apply: **1>** The Waiver provision of this Plan is deleted and does not apply. **2>** The Definition provision is amended to add the following definition: "**Acts of God and the Elements**" are destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornadoes, earthquakes, flood, hurricanes, tidal waves, among others. **3>** The Return of Replaced Equipment/ Non-return Charge provision is amended to provide that the non-returned equipment charge is not to exceed the then current AT&T minimum advertised sales price of the replacement equipment. **4>** The Limitation of Liability provision is deleted in its entirety and replaced with the following: **Limitation of Liability.** In the event of any error, omission or failure by AT&T or Asurion with respect to the Plan or the services provided by AT&T or Asurion hereunder, AT&T and Asurion 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 AT&T or Asurion PERFORMANCE. FURTHER EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS Plan, AT&T and Asurion HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY AT&T or Asurion, 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. **THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED PROVISION OF THIS PLAN.** **5>** The To Obtain Service and Cancellation provisions are amended to call Asurion Warranty Protection Services of Puerto Rico, Inc. Customer Care at 888.562.8662. **6>** The Claim Service Fee provision of this Plan is amended by removing all references to "claim service fee" and replacing it with the word "deductible". **7>** If You have enrolled in coverage under this Plan, We guarantee that the Covered Equipment is included in the list of eligible devices. **8>** The fifth sentence of the Agreement provision is deleted and replaced with the following: The changes will be considered accepted by You after at least sixty (60) days from the date we mailed the notice. **9>** The first sentence of the Plan Period provision is deleted and replaced with the following: Your coverage begins on the date you enrolled in the Plan and renews each month until terminated by You or by Us. **10>** The fourth 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.**

In South Carolina: Contact Us at 888.562.8662 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 Utah: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the Cancellation section is deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation." The following language is added to the To Obtain Service section: "Failure to notify within the prescribed time will not invalidate the claim if you can show that the notification was not reasonably possible."

In Virginia: Contact us at 888.562.8662 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory 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 60 days before filing a claim directly with Continental Casualty Company.

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. If You cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The ninth sentence of the CANCELLATION section of this contract is deleted and replaced with the following: "If You fail to pay any monthly fee due under this Plan, this Plan will be cancelled by notifying you at least five (5) days prior to the effective date of cancellation. The fifth and sixth sentences of the first paragraph of the Arbitration Agreement provision of this Plan is amended as follows: **1> 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;** and **2>** the sentence "Is governed by the Federal Arbitration Act." in the first sentence of subparagraph (b) of the Arbitration Agreement provision in this contract is deleted in its entirety.

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 AT&T, or a substantial breach of duties by you relating to AT&T 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; and the dealer its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan.

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Applies to enrollments on or after 2/24/22