**AT&T Mobile Insurance**

**Loss, Theft, Damage and Out-of-Warranty Malfunctions. We’ve Got You Covered.**

**Enroll your mobile number in Mobile Insurance.** Without insurance, replacing a lost, stolen, damaged or out-of-warranty malfunctioning device can be costly and inconvenient. Filing a claim is easy, and your replacement is shipped overnight and, in most cases, received the next day.

**AT&T Mobile Insurance**

$6.99/month per enrolled mobile number

To keep things simple, the $6.99 monthly premium and a non-refundable deductible, applicable to each approved claim, are added to your AT&T billing statement.

Premium includes billing fees paid to AT&T and administration fees paid to Asurion.

**It’s Easy to Enroll**

To enroll your mobile number in **AT&T Mobile Insurance**, please ask your wireless sales representative or log on to your myAT&T account. You can enroll in Mobile Insurance when you activate service or upgrade your device.

You only have 30 days to enroll from activation or device upgrade.

**AT&T Mobile Insurance Deductible**

Deductible will vary according to device type. There are three tiers outlined below:

- Device Tier 1 devices will be charged a $50 non-refundable deductible.
- Device Tier 2 devices will be charged a $125 non-refundable deductible.
- Device Tier 3 devices will be charged a $199 non-refundable deductible.

To see a full list of devices and their applicable deductible please visit att.com/mobileinsurance or call Asurion at 888.562.8662.

**Declining Deductibles**

To be eligible for the Declining Deductible discount, you must be enrolled in Mobile Insurance and remain claim-free for 6 or 12 consecutive months. See table below.

<table>
<thead>
<tr>
<th>Effective August 1, 2014 New Declining Deductibles</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard Deductible</strong></td>
</tr>
<tr>
<td>$50</td>
</tr>
<tr>
<td>$125</td>
</tr>
<tr>
<td>$199</td>
</tr>
</tbody>
</table>

**AT&T Mobile Insurance Program Details**

Complete terms and conditions are included in this brochure.

**Monthly Premium**

$6.99 per mobile number enrolled

**Standard Deductible**

Device Tier 1: $50  
Device Tier 2: $125  
Device Tier 3: $199

To see a full list of devices and their applicable deductibles, please visit att.com/mobileinsurance. You may be eligible for a Declining Deductible discount. See the Declining Deductible Schedule in this brochure.

**Claim Limits**

2 claims within any consecutive 12 months with a maximum device value of $1500 per occurrence.

**Replacement Device**

As soon as next-day replacement.” Claims may be fulfilled with new, AT&T Certified Like-New or other models of like, kind and quality. Colors, features and accessory compatibility are not guaranteed.

**Covered Incidents**

Lost, stolen, accidental physical or liquid damage, mechanical and/or electrical malfunction after the manufacturer’s warranty period has expired.

**Cancellation Policy**

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

*AT&T Mobile Insurance is insurance underwritten by Continental Casualty Company, a CNA company (CNA), and administered by Asurion Protection Services, LLC (in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #0663181. In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), a licensed agent of CNA.

**Claims approved by 5PM CST will be shipped and, in most cases, delivered the next day.**
AT&T Mobile Insurance Program
Details (continued)

| Covered Equipment | Phone – Includes wireless device, standard battery, standard battery charger and SIM card. If part of the covered loss, choice of one of the following accessories: carrying case, automobile cigarette lighter adapter or standard wired earpiece (not specialty earpiece such as Bluetooth®). Wireless Home Phone – Includes wireless device, power cord, back-up battery, phone cable and SIM card. Netbook/Notebook – Includes wireless device, standard battery, standard battery charger and SIM card. Tablets – Includes wireless device, standard battery charger, USB cable and SIM card. |
| Dispute Resolution | THE MOBILE INSURANCE PROGRAM REQUIRES YOU TO: 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. |
| Coverage Certificate | Asurion will send you complete terms and conditions after your enrollment; however, if you would like to review the complete Terms and Conditions before you enroll, you may: ask a sales rep; visit www.phoneclaim.com/att; or call 888.562.8662. |

Easy Claim Process
To file a claim quickly and easily, visit phoneclaim.com/att or call 888.562.8662.

- Representatives are available to help you Monday through Friday from 7 a.m. to 9 p.m. CST; Saturday and Sunday from 8 a.m. to 8 p.m. CST.
- Report the claim within 60 days of the date of loss.
- If your device was lost or stolen, please contact AT&T Customer Care at 866.MOBILITY to temporarily suspend service and prevent unauthorized use.
- If your device is defective or has been damaged, it must be returned using the prepaid shipping label provided with your replacement device. Non-return charges of up to $850 may be added to your wireless bill for failure to return your defective or damaged device.

Ineligible Devices
Mobile Insurance is not available for and coverage does not apply to:
- Phones on GoPhone® accounts
- Tablets with prepaid data plans
- BlackBerry® PlayBook™
- Samsung Galaxy Camera (EK-GC100A)
- PlayStation® Vita
- AT&T 3G MicroCell™
- Amazon Kindle™
- Device models not sold by AT&T
- Docks

Eligibility is subject to change.

IMPORTANT DISCLOSURES FOR MOBILE INSURANCE

Replacement Devices
Receive your replacement as soon as the next day.* Claims may be fulfilled with a new or AT&T Certified Like New device. Colors, features and accessory compatibility are not guaranteed.

Communications
If you have or in the future provide your email or other electronic address to AT&T we may communicate Mobile Insurance program information and legal notices to you through electronic means. If an email is not provided, a copy will be mailed to you.

Coverage Is Optional
Mobile Insurance is an optional insurance coverage that you are not required to purchase in order to purchase services or devices. Program enrollment and replacement authorization shall be at the sole discretion of Continental Casualty Company, a CNA member company, Asurion the plan administrator or any other authorized representative of CNA, in accordance with the terms of the Coverage Certificate and applicable law.

*Claims approved by 5PM CST will be shipped and, in most cases, delivered the next day.

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

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

Other Coverage
The included Coverage Certificate may provide a Duplication Of Coverage already provided by a consumer’s personal auto insurance policy, homeowner’s insurance policy, renter’s insurance policy, personal liability insurance policy or other source of coverage. This insurance is primary over any other insurance you may have. Unless otherwise licensed, AT&T associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverage. Questions regarding this plan should be directed to CNA’s licensed agent, Asurion Protection Services, LLC.
The included Coverage Certificate is the entire agreement between CNA and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided (including the exceptions set forth in section X. STATE CHANGES). For a full-size copy of the Coverage Certificate or for questions regarding the coverage provided under this Coverage Certificate, please call or write to:

Asurion Protection Services, LLC • Asurion Protection Services Insurance Agency, LLC
CA License #OD63161
Customer Care Center
P.O. Box 411605 • Kansas City, MO 64141-1605
Telephone: 888.562.8662

In the unlikely event we cannot informally resolve any disputes, including any claims under the attached Mobile Insurance Certificate, please be aware that 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 in section VIII. G of the [INCLUDED] TERMS AND CONDITIONS.

NOTE: 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.

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Partial List of Devices Covered by AT&T Mobile Insurance

| Device Tier 1 | All LaptopConnect devices (data cards and MiFi* devices) |
|              | AT&T Unite (AC770S) |
|              | HTC One™ VX (PM36100) |
|              | LG A340™ |
|              | LG Xpression™ (C395) |
|              | Nokia Lumia™ 820 |
|              | Pantech Breeze™ III (P2030) |
|              | Samsung Galaxy Rugby Pro™ (I547) |

| Device Tier 2 | Apple® iPhone® 4/4s |
|              | HTC Windows® Phone 8X (PM23300) |
|              | Motorola ATRIX™ HD (MB886) |
|              | Nokia Lumia™ 920 |
|              | RIM BlackBerry® Bold 9900 |
|              | Samsung Galaxy Express™ (I437) |

| Device Tier 3 | Apple® iPad® (all models) |
|              | Apple® iPhone® 5/5c/5s |
|              | HTC One™ (PN07120) |
|              | LG Optimus G Pro™ (E980) |
|              | Motorola Moto X™ (XT1058)* |
|              | RIM BlackBerry® Z10 (STL100-3) |
|              | Samsung Galaxy Note® II (I317) |
|              | Samsung Galaxy S® 4 Active (I537) |

* Motorola Moto X is eligible for Mobile Insurance. Claims on this device will be fulfilled with the non-customized black or white model. Customized replacements will not be provided.

The table above includes a partial list of devices provided by AT&T with associated deductible amounts effective March 2014. For a complete and current list, please visit att.com/mobileinsurance or call Asurion at 888.562.8662.

The comprehensive list on the website is updated regularly to include new models. Some devices may be moved to a different deductible tier during their lifecycle.
I. COVERAGE.
Subject to all of the terms, conditions, exclusions, and limits of insurance contained in this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any Loss (as defined in Section IX. DEFINITIONS) to the Covered Property occurs while your coverage is in effect.

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

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

B. COVERAGE PLAN.
We cover your Covered Property for the following cause(s) of loss.
   i)  Physical damage.
   ii) Theft, or loss by mysterious disappearance or other unintentional permanent loss of possession.
   iii) Mechanical or Electrical Failure.

C. PROPERTY NOT COVERED.
The following is not covered:
1. Any property or equipment that is not Covered Property.
2. Contributed or property in the course of illegal transportation or trade.
3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
4. Data, Nonstandard External Media, and Nonstandard Software.
5. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
6. Any wireless device whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

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

<table>
<thead>
<tr>
<th>Equipment Category</th>
<th>Monthly Premium Per Enrolled Wireless Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>All eligible equipment categories</td>
<td>$6.99</td>
</tr>
</tbody>
</table>
Q. Loss caused by or resulting from Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.

R. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.

S. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

III. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is $1,500. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

B. AGGREGATE LIMITS.

A maximum of two (2) replacements or repairs of Covered Property will be allowed per Wireless Number in any one twelve (12) month period, including Losses incurred under this Certificate or any prior consecutive certificate issued by us. In any case, the twelve month period is calculated based on the Date of Replacement for each covered Loss.

IV. DEDUCTIBLE.

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

Provided, however:

A. If you have continuously maintained coverage for at least 6 months but no more than 12 months prior to the current Loss without incurring another covered Loss during that time period, the Declining Deductible applies as set out in the deductible schedule.

B. If you have continuously maintained coverage for at least 12 months prior to the current Loss without incurring another covered Loss within 12 months prior to the current Loss, the Declining Deductible applies as set forth in the deductible schedule.

If you cease to maintain coverage or have a covered Loss at any time for which we provide a replacement or repair, the Standard Deductible is reinstated. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

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

<table>
<thead>
<tr>
<th>Declining Deductible Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Tier 1</td>
</tr>
<tr>
<td>Standard Deductible</td>
</tr>
<tr>
<td>Declining Deductible 6 months – 12 months</td>
</tr>
<tr>
<td>Declining Deductible 12 months or more</td>
</tr>
</tbody>
</table>

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

V. CONDITIONS IN THE EVENT OF LOSS.

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

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

B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property, in lieu of actual replacement or repair of the Covered Property.

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

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

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

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

VI. DUTIES IN THE EVENT OF A LOSS.

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

B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.

C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.

D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo ID.

F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If we replace the Covered Property, you may be required to return it to us at our expense. If we do so, you must return the Covered Property to us in the return manner we provide within ten (10) days or pay the non.returned equipment charge applicable to the model of Covered Property that suffered the Loss. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.

G. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.

H. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.

I. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.

J. In the event we arrange for the repair of your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

VII. ELIGIBILITY AND CANCELLATION.

A. Cancellation Provisions.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our Authorized Representative as follows: Attn: Customer Service, 1500 West Frontage Road, Kansas City, MO 64116-5050.

2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We, or the Service Provider on our behalf, will mail or deliver written notice to you advising you of the cancellation of this Certificate. The written notice may be mailed or delivered to you at least thirty (30) days prior to the cancellation, or other longer period as required by law.

3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days notice, or other longer period as required by law, unless we cancel for the following reasons:
   a. We may cancel your coverage under this Certificate upon fifteen (15) days notice, or other longer period as required by law, if you advise us in writing that you are not in compliance with the terms or conditions of the policy.
   b. We may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if you fail to pay the premium or other charges when due.
   c. We may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if:
      i. You cease to have active service with the Service Provider; or,
      ii. You exhaust the aggregate limit of liability, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, renewal shall continue notwithstanding the aggregate limit of liability until we send notice of cancellation to you.

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

B. How Notice of Cancellation is Provided.

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

2. Notices may be mailed or delivered to the Service Provider at its last known mailing address. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.

3. We or the Service Provider shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections A.2 or 3 by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.

4. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due on a pro rata basis.

C. To be and remain eligible for coverage:

1. You must be an active subscriber with your Service Provider and have active service with your Service Provider at the time of the Loss.

2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.

3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.

4. You must have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exhausting the Aggregate Limit. (See Section III.B).

5. You must not be in breach of any material term of this Certificate, including, but not limited to: Fraud, misrepresentation, or misstatement of fact in obtaining coverage or in the presentation of a claim theretofore.

D. You are responsible for the payment of all premiums, per the terms of this Certificate.

VIII. ADDITIONAL CONDITIONS.

A. All claims for Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss.

B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VII.G. on the following page.

C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed, or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to failure to return damaged Covered Property when requested in conjunction with a prior Loss, or, due to your failure to satisfy the non-returnable equipment charge or deductible on a prior Loss.

D. You may not assign this Certificate without our written consent.
E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:

1. Prior to a Loss.
2. After a Loss, only if, at time of Loss, that party is one of the following:
   a. Someone covered under this Certificate;
   b. A business firm;
   c. Owned or controlled by the Insured Subscriber;
   d. That owns or controls the Insured Subscriber;
   e. The Insured Subscriber's tenant.

This will not restrict the Insured Subscriber's coverage.

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

This coverage:

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

G. ARBITRATION AGREEMENT. Please read this Arbitration Agreement provision of this Certificate (Arbitration Agreement) carefully. It affects your rights. Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 888.362.8662. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

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

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

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 800.778.7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 800.778.7879.

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

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

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

H. No one may bring legal action, including arbitration, against us under this Certificate unless:

1. There has been full compliance with all terms of this Certificate; and
2. The action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.

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

J. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
K. We may make available to you or other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; technical support; reduced cost upgrades; or purchase benefits or other services provided through your Service Provider or any Authorized Service Facility.

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

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

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

O. If we adopt any revisions to the policy which would broaden the coverage under this Certificate without additional premium while such coverage is in effect, the broadened coverage will immediately apply to this Certificate.

P. It is important that you back up all Data and software files because this Certificate does not cover loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software.

IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVES OR ANY OTHER STORAGE MECHANISM. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES.

IX. DEFINITIONS.

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


C. “Covered Accessories” as used in this Certificate means: if part of the covered “Loss”, one standard battery, one standard charger, one SIM Card (if applicable) and may include one of the following at your option (if part of the covered loss): one carrying case, one automobile cigarette lighter adapter, or one standard wired earbud (not wireless or other specialty earpieces such as Bluetooth). Covered Accessories do not include memory cards or any other accessories not specifically listed as covered.

D. “Covered Property” as used in this Certificate means:

(a) one wireless telephone owned or leased by you and actively registered on the Service Provider’s network and for which airtime has been logged after enrollment. Covered Property is limited to one wireless telephone and applicable Covered Accessories per replacement. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDID) or other unique identifier number of the wireless telephone associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which airtime has been logged indicates the wireless telephone to be considered Covered Property, unless you have logged airtime on a different wireless telephone immediately prior to the time of loss then such wireless telephone shall be considered Covered Property so long as such wireless telephone is owned or leased by you and you provide us proof of ownership or lease, or

(b) one netbook, notebook, laptop or other similar device (“portable electronic device”) purchased from the Service Provider with an active data plan and actively registered on the Service Provider’s network and for which airtime has been logged after enrollment. Covered Property is limited to one portable electronic device and standard charger, if part of the covered loss, per replacement. The International Manufacturer’s Equipment Identification (IMEI) or other unique identifier of the portable electronic device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which airtime has been logged indicates the portable electronic device to be considered Covered Property unless you have logged airtime on a different portable electronic device which was purchased from the Service Provider, immediately prior to the time of Loss, then such portable electronic device shall be considered Covered Property so long as the portable electronic device is owned or leased by you and you provide us proof of ownership or lease.

E. “Data” means information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ring tones, music, and maps.

F. “Date of Loss” is the date on which a Loss to the Covered Property occurs.

G. “Date of Replacement” is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.

H. “Initial Activation” means: the time of initial activation of the Service Provider’s service for the Covered Property.

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

1. Who have been enrolled in and accepted for coverage under this Certificate.

2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.

3. Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.

J. “Loss” and “Losses” means: a covered loss as provided in Section IB Coverage Plans.

K. “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.

L. “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.

M. “Non-Covered Accessories” as used in this Certificate means: All accessories not included in the definition of Covered Accessories.

N. “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.

O. “Nonstandard Software” means software, other than Standard Software.

P. “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.

Q. “Service Provider” means: AT&T.

R. “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.

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

T. “Wireless Number” or “Wireless Numbers” means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.
X. STATE CHANGES – Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

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

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

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

B. STATE CHANGES – Miscellaneous

Alabama: (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 VII.C. If we 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 VII.G and VII.L. 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.H.2. is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

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

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

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

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

Idaho: Section VII.A.3 is amended to add the following: If you cancel coverage or reject changes under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

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

Kansas: (i) Section VII.A.3(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (ii) The first sentence of Section VII.F is amended as follows: Your coverage will be cancelled and any claim may be denied in the event you knowingly and with the intent to defraud, conceal or misrepresent any material fact in a statement or written statement, at any time, concerning: (iii) NOTE "B" below is amended to include a statement or written statement of claim or an application. (iv) The fourth sentence of Section VII.G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have. YOU AND WE MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

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

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

Michigan: This Certificate is exempt from the filing requirements of section 2226 of the insurance code of 1996, 1996 PA 218, MCL 500.2226.

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

Montana: (i) Section VII.A.3 is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (ii) The fourth sentence of Section VIII.G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have. You and we may voluntarily agree after the dispute arises to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. (iii) The following is added to Section VIII.G. The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) The second sentence of Section VIII.H is amended as follows: “in the event you knowingly and with the intent to defraud, conceal or misrepresent any material fact in a statement or written statement, at any time, concerning...” (v) The following is added to Section VIII.H.3: If you are a resident of Arkansas, District of Columbia, Kentucky, Louisiana, Maine, Oklahoma, Vermont, Washington or Wyoming; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator’s award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provisions set forth above.

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

New York: Section VII.A.3 is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iii) Section VII.A.3(c) “Thirty (30) days” is amended to “twenty (20) days.”

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

Oklahoma: VII.G. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony. (i) NOTE “B” below does not apply. (ii) Section VII.A.3 is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

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

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

Puerto Rico: Section VII.A.3 is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. Section VII.A.3(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iii) Section VII.A.3(c) “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 Post Office Box 411605, Kansas City, MO 64141-1605.
South Dakota: (i) Section VII.A.3. is amended to provide at least twenty (20) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(a) “Fifteen (15) days” is amended to “twenty (20) days.” (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days notice of cancellation. United States Virgin Islands: (i) The fourth sentence of Section VIII.G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICTION OVER THE DISPUTE. (ii) The second sentence in the third paragraph of Section VIII.G. is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (iii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: “This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.” (iv) Section VIII.H.2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

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

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

Washington: (i) The first paragraph of Section I. EXCLUSIONS, is deleted and replaced in its entirety by the following: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss. (ii) The first sentence of Section VII.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VII.A.3. is amended to provide at least twenty (20) days notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (v) The following is added to Section VII.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six month period. (vi) Section VII.B.1. is amended as follows: Notices made pursuant to Sections A.2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section X.A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator’s award. (viii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

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

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

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

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

Asurion Customer Care Center
Post Office Box 411605
Kansas City, MO 64141-1605
888.562.8662

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