

Wireless Phone Insurance*



*Wireless Phone Insurance is underwritten by Continental Casualty Company, a CNA company. Apple iPhone™ models and Prepaid GoPhone® accounts laptop computers and mini laptops are not eligible. A service provided by Asurion Protection Services, LLC, CNA's licensed agent for the customers of AT&T. Casualty Company, a CNA company.



at&t

Protecting Your Wireless Investment Has Never Been Easier

Enroll your phone in Wireless Phone Insurance. Without insurance, replacing a lost, stolen, damaged or out-of-warranty phone can be costly and inconvenient. Filing a claim is simple and starts with a toll-free call. Replacements are shipped overnight and received the next day in most cases.

Wireless Phone Insurance

\$4.99/month

Important Customer Notice

YOU ONLY HAVE 30 DAYS FROM ACTIVATION OR EQUIPMENT UPGRADE TO ENROLL IN WIRELESS PHONE INSURANCE.

Wireless Phone Insurance provides protection in the event your phone is lost, stolen, damaged or requires an out-of-warranty replacement. A monthly premium of \$4.99 and a non-refundable deductible applicable to each approved claim are added to your monthly billing statement.

- Protects against a costly replacement
- Easy and convenient claims process
- Overnight delivery in most cases

It's Easy To Enroll

To enroll your device in **Wireless Phone Insurance**, please ask your wireless sales representative or call customer service at 1-800-331-0500. You can enroll in Wireless Phone Insurance when you activate or upgrade your AT&T device.

You must enroll within 30 days of activation or upgrade.

Ineligible Equipment

Wireless Phone Insurance is not available for and coverage does not apply to:

- Apple iPhone™(all models)
- Prepaid GoPhone® accounts
- Laptop computers and Mini Laptops

Eligibility is subject to change.

Wireless Phone Insurance

Program Details

Complete terms and conditions are included in this brochure.

Monthly Premium	\$4.99*
Deductible	Equipment Tier 1: \$50 Equipment Tier 2: \$125 To see a full list of devices and their applicable deductible please visit att.com/wirelessphoneinsurance
See the Deductible Schedule in this brochure.	
Claim Limits	2 claims within any consecutive 12 months with a maximum equipment cost of \$1500 per occurrence.
Replacement Equipment	<ul style="list-style-type: none"> • Asurion may fulfill claims with new or remanufactured equipment. • The goal is to fulfill your claim with the same make and model. However, depending on availability, you may instead receive a phone of the same or different model. • Phone color, brand, model and features may be different and accessory compatibility is not guaranteed.
Covered Incidents	Lost, Stolen, Accidental Physical or Liquid Damage, Mechanical and/or Electrical Failure after the Manufacturer's Warranty Period has expired.
Cancellation Policy	You may cancel your optional insurance coverage at any time and receive a pro-rated refund of your unearned monthly premium.
Covered Equipment	<ul style="list-style-type: none"> • Wireless Handset Also covered if reported as part of covered loss: • Standard Battery • Standard Battery Charger • SIM card • One Accessory: Subscriber may select a carrying case, automobile cigarette lighter adapter, or standard ear piece (Excludes Bluetooth).

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

Easy Claim Process

To file a claim, call the Asurion Customer Care Center at 1-800-801-1101. Asurion representatives are available to help you Monday through Friday from 7 a.m. to 9 p.m., Saturday and Sunday from 10 a.m. to 7 p.m. CST.

- Report the claim within 60 days of the date of loss.
- If your phone was lost or stolen, please contact AT&T Customer Care at 1-800-331-0500 to temporarily suspend service and prevent unauthorized use.
- If your phone has been damaged, it must be returned using the prepaid shipping label provided with your replacement equipment. **Non-return Charges may be added to your wireless bill for failure to return damaged equipment.**
- Once your claim is approved, the replacement equipment is shipped to you and received overnight in most cases.

Wireless Phone Insurance Deductible

Deductible will vary according to phone type. There are two tiers outlined below:

- Equipment Tier 1 phones will be charged a \$50 non-refundable deductible.
- Equipment Tier 2 phones will be charged a \$125 non-refundable deductible.

To see a full list of devices and their applicable deductible please visit att.com/wirelessphoneinsurance or call Asurion at 1-888-562-8662.

IMPORTANT DISCLOSURES FOR WIRELESS PHONE INSURANCE

Once your replacement is approved, the replacement equipment is shipped to you and received overnight in most cases. Claims may be fulfilled with new and/or remanufactured equipment. Colors, features and accessory compatibility are not guaranteed.

Coverage is Optional

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

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 1-888-562-8662.

California residents should know that the California Department of Insurance operates a toll free consumer hotline at 1-800-927-HELP (4357).

For Subscribers Enrolling in Puerto Rico

Provided you have not presented a claim, you may, within 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:

Cancellation Request, Post Office Box 411605, Kansas City, MO 64141-1605.

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, personal liability insurance policy or other source of coverage. 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 COVERAGE CERTIFICATE CONTAINS 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 COVERAGE CERTIFICATE.

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.

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. 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: 1-888-562-8662**

Partial Deductible Schedule

Effective February 2, 2009	
Equipment Tier 1	Equipment Tier 2
\$50	\$125
All data cards AT&T Quickfire LG CU515 LG CU720 LG CU920 LG INCITE Motorola V3xx Motorola V9x Nokia 2600 Nokia 6085 Pantech Matrix (C740) Pantech Slate (C530) RIM BlackBerry 8820 RIM BlackBerry Curve Samsung A237 Samsung A767 Propel Samsung Epix (i907) Samsung Rugby (a837) Sony Ericsson W350a	HTC FUZE RIM BlackBerry Bold (9000)

The table above includes a partial list of devices provided by AT&T with associated deductible amounts effective on February 2, 2009.

For a complete and current list, please visit att.com/wirelessphoneinsurance or call Asurion at 888-562-8662.

The comprehensive list on the website is updated regularly to include new models. Some devices introduced under Equipment Tier 2 (\$125.00 deductible) may be moved to Equipment Tier 1 (\$50.00 deductible) during their lifecycle.



Commercial Inland Marine Communications Equipment Coverage Certificate

Some provisions in this Coverage Certificate ("Certificate") restrict coverage. Read this entire Certificate carefully. It sets forth each party's rights and duties and what is and is not covered.

In this Certificate, the words "you" and "your" refer to the "Insured Subscribers." The words "we", "us" and "our" refer to Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance.

In this Certificate, the words our "authorized representative" and "lock\line" refer to lock\line, LLC except as follows: in some jurisdictions lock\line, LLC does business as lock\line Insurance Agency. In California, lock\line, LLC does business as lock\line Insurance Agency, LLC (CA license #: OD63161). In Puerto Rico "lock\line" refers to lock\line of Puerto Rico, Inc.

Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS.

A copy of the policy under which this Certificate is issued is available for your inspection at www.asurion.com.

I. COVERAGE

Subject to all of the terms and conditions of this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any covered damage or Loss to the Covered Property occurs while your coverage is in effect.

Information About Your Coverage

With regard to all enrollment requests including those which require a predefined Waiting Period, the coverage specified in this Certificate begins at 12:01 a.m. on the later of the date of such request or the expiration of any predefined required Waiting Period. 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.F).

A. WHAT WE INSURE.

We insure your Covered Property for direct physical Loss that results from a covered cause of Loss to Covered Property so long as you remain eligible for coverage. In the event of a covered Loss, our obligation under this Certificate is to repair or replace, at our sole option, the Covered Property.

B. COVERED PROPERTY.

We cover the Covered Property (as defined in Section IX. DEFINITIONS) of Insured Subscribers enrolled for coverage and on file with us or our authorized representative for direct physical Loss from a covered cause of Loss. Coverage is subject to the terms, conditions, Exclusions, and Limits of Insurance contained in this Certificate.

C. PROPERTY NOT COVERED.

The following is not covered:

1. Any property or equipment that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft.
4. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
5. Personalized data such as contact lists, photos, video, and music downloads. Customized software, such as personal information managers (PIM's) ring tones, games, or screen savers.
6. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
7. Color face plates or other Non-Covered Accessories.
8. Preventive maintenance or preferential adjustments.

D. COVERED CAUSE OF LOSS.

We cover all risk of direct physical Loss to Covered Property regardless of other insurance you may have except that we do not cover those causes of Loss listed in the Exclusions (Section II).

E. PAYMENT OF PREMIUMS.

Monthly premiums will be charged each month to your regular account with your Service Provider for transmittal to us based upon the equipment category class of your Covered Property as follows:

All eligible equipment types: \$4.99 per month.

F. WHEN COVERAGE IS EFFECTIVE.

All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.

1. If you submit your request for enrollment for insurance coverage at Initial Activation: Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our authorized representative will notify you within 30 days if your request is not approved.
2. If you submit your request for enrollment for insurance coverage after Initial Activation: Your coverage under this Certificate requires the successful completion of a test call to the "Covered Property" prior to becoming effective. Coverage begins upon our approval. Upon our approval, coverage is retroactive to the date of the test call. We or our authorized representative will notify you within 30 days if your request is not approved.

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

II. EXCLUSIONS

We will not pay for Loss caused directly or indirectly or resulting from events, conditions or cause of Loss identified in this Section II. Such Losses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

A. Indirect Loss, meaning: any delay; loss of market; loss of use or any other consequential loss; interruption of business, or inconvenience; an increase of Loss caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement or repair by strikers, other persons or any other cause of loss.

B. Loss due to the intentional parting of Covered Property by you or anyone entrusted with the property. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives; anyone you entrust with the property; and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.

C. Loss due to obsolescence, including technological obsolescence, of the Covered Property.

D. Loss caused by or resulting from change or enhancement in color, texture, or finish. Loss caused by or resulting from expansion, contraction, or any cosmetic damage of Covered Property, however caused. Such excluded causes of Loss include, but are not limited to, scratches, marring, and cracked displays that occur to Covered Property that do not affect the mechanical or electrical function of the Covered Property.

E. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for Loss by ensuing fire or explosion. Loss caused by or resulting from unauthorized repair or replacement.

F. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.

G. Loss caused by or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.

H. Loss caused by or resulting from error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property, or manufacturer's recall. Loss due to Mechanical and/or Electrical Failure occurring during the term of the manufacturer's warranty.

I. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property) is not covered. Loss or damage to or of personalized data, such as contact lists, photos, video, and music downloads is not covered. Loss or damage to or of customized software, such as personal information managers (PIM's), ring tones, games, or screen savers is not covered. Loss or damage to or of antennas, external housings, or casings that does not affect the mechanical or electrical function of the Covered Property is not covered.

J. Loss caused by or resulting from normal wear and tear, gradual deterioration, inherent vice or latent defect.

K. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Computer Virus, whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the covered causes of Loss insured against under this Certificate.

L. Any Loss or damage caused by or through or in consequence, directly or indirectly, of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause; but we will pay for direct physical Loss caused by resulting fire, if the fire would be covered under this Certificate. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these. 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.

III. LIMITS OF LIABILITY

A. PER OCCURRENCE LIMITS.

A per occurrence limit of U. S. \$1,500, applies to each covered Loss for repair or replacement due to Loss or damage to the Covered Property for any one Insured Subscriber. For any one Loss, we will not pay for replacement equipment having a manufacturer's suggested retail value of, or for repair costs that are, more than the per occurrence 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 Insured Subscriber in any one twelve (12) month period. The twelve month period is calculated based on the Date of Replacement for each covered Loss.

IV. DEDUCTIBLE

Each replacement or repair of an item of Covered Property is subject to a nonrefundable deductible per covered Loss as set forth in the deductible schedule below, which you must satisfy before we will authorize a replacement or repair.

The applicable deductible is set forth in the deductible schedule below.

Deductibles Applicable to Each Replacement or Repair		
	Equipment Tier 1	Equipment Tier 2
Deductible	\$50	\$125

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 covered 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 in lieu of actual replacement or repair of the Covered Property.
- C. Replacement equipment may, at our option, be refurbished equipment or different equipment of like kind and quality.
- 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 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 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 us 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. For Loss resulting from attempted theft, vandalism or lost equipment, you must provide us with a detailed 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.
- F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. We may require you to return the Covered Property to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer 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 covered 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. In the event of a covered 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 I.D.

I. You must provide us 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.

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

VII. ELIGIBILITY AND CANCELLATION

A. Cancellation or Non-renewal 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: The lock\line Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.

2. We may cancel or non-renew this Certificate by having a written notice of cancellation or non-renewal mailed or delivered to you, and by delivering notice electronically to the Named Insured Service Provider at least:

a. Ten (10) days before the effective date if we cancel for nonpayment of premium; or

b. Forty-five (45) days before the effective date of cancellation or non-renewal if we cancel or non-renew for any other reason; except where longer notice is required by applicable law, in which case the appropriate timely notice will be given.

NOTE: Continued eligibility for this insurance ceases and coverage will automatically terminate upon our second (2nd) replacement or repair of Covered Property during any one twelve (12) month period beginning with the Date of Replacement for the first replacement or repair. We will forward a notice of ineligibility to you, by mail, email or fax at the time of the second (2nd) replacement or repair. You will remain ineligible for a period of twelve (12) months commencing on the Date of Replacement for the second (2nd) replacement or repair. (See Section III.B).

3. Notice will be mailed or delivered to you at the last address known to us or as otherwise authorized by you.

4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this Certificate will end on that date.

5. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due in accordance with applicable law.

6. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.

B. To be and remain eligible for coverage:

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the Policy. Covered Property must be actively registered on the Service Provider's network on the date of loss and have logged airtime prior to the date of loss.

2. 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 not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exceeding 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: Failure to return damaged Covered Property when requested in conjunction with a covered Loss; or, failure to satisfy the required deductible on a covered Loss.

C. You are responsible for the payment of all premiums, per the terms of this Certificate, as listed on your account from your Service Provider.

D. The insurance provided under this Certificate is provided on a month to month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

VIII. ADDITIONAL CONDITIONS

A. All claims for covered 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. We will ship approved replacement equipment or repaired equipment directly to you within the United States; however, we may require you to pick up your replacement or repaired equipment at an Authorized Service Facility.

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 VIII.G. below.

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 covered Loss; or, due to your failure to satisfy the non returned equipment charge or deductible on a covered Loss.

D. No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

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 covered Loss.
2. After a covered Loss, only if, at time of Loss, that party is one of the following:
 - a. someone covered under this Certificate;
 - b. a business firm;
 - i. owned or controlled by the Insured Subscriber; or
 - ii. that owns or controls the Insured Subscriber; or
 - iii. the Insured Subscriber's tenant.

This will not restrict the Insured Subscriber's coverage.

F. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

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

G. Arbitration

The coverage provided to you by this Certificate is in connection with and related to services provided to you by your Services Provider. In order to facilitate prompt resolution of any disputes which may arise, any and all claims, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the dispute or controversy occurred, and regardless of whether in contract, tort, or otherwise (including statutory, common law, fraud, fraudulent inducement, other intentional tort, property and equitable claims) arising out of, relating to, or in connection or conjunction with: (1) the Certificate, or the policy under which it is issued; (2) any activities, transactions, services or interactions of any kind involving you and us, or between you and any of our employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the Certificate; or (3) the validity, scope or enforceability of this arbitration provision or the Certificate (the "Claim") shall be resolved, on an individual basis, by final and binding arbitration. All arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with its Wireless Industry Rules and Procedures (the "Arbitration Rules") in effect at the time the Claim is filed. The Arbitration Rules, as well as forms and information on arbitration in general may be obtained by calling our authorized representative, lock\line at 1-888-562-8662, or by visiting AAA's Web site at www.adr.org. Any arbitration which you attend will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. The Arbitration Rules provide that for claims under \$10,000, we will advance the administrative

fee payable to AAA and your portion of the arbitrator's fees may be waived in the case of economic hardship. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable; it shall not invalidate the remaining portions of the arbitration provision. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED BELOW OR TO HAVE A JURY TRIAL. **IN ACCORDANCE WITH THE ARBITRATION RULES, HOWEVER, YOU MAY, AT YOUR ELECTION, PURSUE AN ACTION AVAILABLE IN SMALL CLAIMS COURT IN LIEU OF ARBITRATING THE DISPUTE.**

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

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 Coverage 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.

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

K. If you have a Loss to Covered Property that is part of a pair or set, we will only cover for a reasonable and fair proportion of the total value of the pair or set. We will not cover based on a Loss to the entire pair or set.

L. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: Property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or other authorized service facilities.

M. 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.

N. This Certificate contains all the agreements 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.

O. 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 premium or the deductible, 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 premiums, coverage terms or the deductible, you will be bound by those changes.

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.

B. "Computer Virus" means: Any unauthorized intrusive codes or programming that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of Covered Property.

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

D. "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.

E. "Covered Property" as used in this Certificate means: one wireless telephone owned by you and actively registered on the Service Provider's network and for which airtime has been logged after enrollment. Eligibility for enrollment after Initial Activation may be subject to limitation. Covered property is limited to one telephone and applicable Covered Accessories per replacement. The International Manufacturer's Equipment Identification (IMEI) or Electronic Serial Number (ESN) 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 air time 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 time of loss in which case the Covered Property is the wireless telephone 1) for which airtime usage has been logged by your Service Provider immediately prior to the time of Loss; or 2) for which you have provided a Proof of Purchase to Asurion and the Service Provider.

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 customers of the Service Provider who have been enrolled and accepted for coverage under this Certificate; and for whom we or our authorized representative have on file a complete description of the Covered Property; and who have, before the Date of Loss in question, paid all premiums payable with respect to the Covered Property.

J. "Loss" and "Losses" means: Accidental loss, theft, or physical damage, including Mechanical or Electrical Failure occurring outside the term of the manufacturer's warranty.

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

L. "Non-Covered Accessories" as used in this Certificate means: All accessories not included in the definition of Covered Accessories.

M. "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, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

N. "Service Provider" means: AT&T.

X. STATE CHANGES.

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

Alabama: Section VIII.G. Arbitration does not apply.

Alaska: A loss may be caused by a chain of causes. If a Covered Cause of 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 Cause of Loss.

Illinois: You shall have fifteen (15) days after enrollment to determine if you wish to reject coverage provided that no claim is made during the fifteen (15) day period. Making any claim during this period of time constitutes acceptance of the coverage by you. If you notify us at the address provided below that you wish to reject coverage within this period and no claim has been made, we will rescind coverage and refund 100% of the premium paid for the term of coverage.

Iowa: Section VIII.G. Arbitration does not apply.

Kansas: Section VIII.G. Arbitration does not apply.

Missouri: Section VIII.G. Arbitration does not apply.

Nebraska: Section VIII.G. Arbitration does not apply.

New York: Section VIII.G. Arbitration does not apply.

Nevada: The following is added to Section VIII.O.: Except as otherwise provided by law, we will provide you such notice at least sixty (60) days prior to such changes. Such changes will only be made on any six month anniversary date of the Policy.

Oklahoma: Section VIII.G. Arbitration 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.

Oregon: NOTE "B" below does not apply.

Puerto Rico: Provided you have not presented a claim, you may, within 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: Cancellation Request, Post Office Box 411605, Kansas City, MO 64141-1605.

South Dakota: Section VIII.G. Arbitration does not apply.

United States Virgin Islands: In Section VII.A.2.a., "Ten (10) days" is amended to "Fifteen (15) days." The following replaces Section VII. A.6: Any such notice will be provided by certified mail. Section VIII. G. Arbitration does not apply.

Washington: 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.

Any notice of cancellation will include the actual reason for cancellation and any notice of non-renewal will be provided to the Insured Subscribers impacted by any such non-renewal at least forty-five (45) days before the expiration of the Policy.

West Virginia: The phrase "thirty (30) days" in Section VIII.A. above is deleted and replaced with the phrase "fifteen (15) days". Section VIII.G. Arbitration is deleted in its entirety.

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

The lock\line Customer Care Center
Post Office Box 411605
Kansas City, MO 64141-1605
1-888-562-8662

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Continental Casualty Company's Program Administrator/ authorized representatives for the captioned policy and Coverage Certificates, lock\line, LLC and its affiliates, have changed their names. Throughout your Coverage Certificate issued by Continental Casualty Company, all references to "lock\line" are replaced by "Asurion." References to "lock\line LLC" are replaced by "Asurion Protection Services, LLC." References to "lock\line Insurance Agency, LLC" are replaced by "Asurion Protection Services Insurance Agency, LLC" and any reference to "lock\line of Puerto Rico, Inc." is replaced by Asurion Protection Services of Puerto Rico, Inc. In all other respects, the terms and conditions of your Coverage Certificate will remain unchanged and in full force and effect.

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