



asurion

Device Protection+

Peace of mind
is priceless.

**Device Protection+
Standard Program**

Terms and Conditions

Detailed terms and conditions.

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Device Protection+ Standard Program Key Terms & Conditions

Device Protection+ Standard

Monthly Charge: \$9.99/month per mobile number enrolled. Includes Insurance and Service Contract.

Billing

Monthly charges are billed to your monthly wireless bill. Applicable deductibles or service fees are paid by credit card at time claim is approved. All applicable taxes and surcharges extra. Offers may be modified or discounted at any time.

Claims Limits

Insurance: Three (3) claims per consecutive 12-month period. \$2,000 value maximum per claim.

Service Contract: Two (2) ADH claims per consecutive 12-month period and unlimited malfunction claims. \$2,000 value maximum per claim.

Covered Incidents

Insurance: Loss, theft, unrecoverable and damage (excluding ADH).

Service Contract: Accidental Damage from Handling (ADH) from day 1, and mechanical and electrical breakdowns (malfunction) due to defects in materials or workmanship or normal wear and tear after the manufacturer's warranty expires.

For both Insurance and Service Contract: For coverage to apply to a connected device, you must own or lease the device and have used the device (logged use of voice or data) on your wireless number after enrollment. Coverage applies to the most recently used device on your wireless number.

Replacement Device

Claims fulfilled with a replacement device and approved by 10 p.m. CT Mon-Fri (7:30 p.m. Sat) will be shipped and, in most cases delivered the next day. Replacement devices may be new or refurbished of the same or a like kind and quality model. Color, brand, model and features may be different. Compatibility of accessories is not guaranteed.

Covered Device

Phone: Includes the device and, if part of the loss, standard battery (if removable), standard battery charger, and SIM card.

Tablet: Includes tablet and if part of the loss, standard battery and SIM card.

Deductibles & Service Fees

A nonrefundable deductible or service fee will be charged for each approved insurance and service contract claim. Amounts are based on device tiers for each program. For a full list of devices by tier, go to phoneclaim.com/uscellular or call Asurion at 888-864-0428.

Insurance Claim by Deductible Tier

DP+ Standard Program						
Device Tier	0	1	2	3	4	5
Deductible	\$49	\$100	\$150	\$175	\$199	\$249

Service Contract Claim Service Fees by Tier

DP+ Standard Program						
Device Tier	0	1	2	3	4	5
Replacement (incl. malfunctions)	\$49	\$100	\$150	\$175	\$199	\$249

Cancelation Policy

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

For WA residents only, we may cancel the insurance policy or change the insurance terms and conditions with at least 30 days notice unless we cancel for the following reasons and notice: (i) 15 days for fraud or material misrepresentation in obtaining coverage or the presentation of a claim; (ii) 10 days for non-payment; or (iii) immediately for no longer having active service with USCC or exhausting your aggregate claim limit. We will not increase the premium or deductible or restrict coverage more than once in any 6 mo. period.

Duplication of Coverage

The 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.

Coverage is Optional

Insurance and Service Contract coverage is optional, and you are not required to purchase in order to buy U.S. Cellular® services or devices. Insurance program enrollment and replacement authorization shall be at the sole discretion of Allianz Global Risks US Insurance Company; Asurion Insurance Services, Inc., the plan

Agent; or any other authorized representative of Allianz Global Risks US Insurance Company, in accordance with the terms of the Coverage Certificate and applicable law. Service Contract program enrollment and replacement authorization shall be provided by Asurion Technology Services, Inc., in accordance with the terms and conditions of the Service Contract.

Customer Satisfaction

Asurion Insurance Services, Inc., and Allianz Global Risks US Insurance Company 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 888-864-0428. The consumer hotline for the California Department of Insurance is 800-927-HELP (4357) and the Maryland Insurance Administration is 800-492-6116.

Communications

If you have provided, or in the future will provide, your email or other electronic address to U.S. Cellular, we may communicate program information and legal notices to you through electronic means. If an email is not provided, the information will be mailed to you.

Non-return Fee

If your device is damaged or if your lost device is later found, you can avoid non-return fees of up to \$1,500 (the fee is based on the cost of the claim to the insurance company) by simply returning the device as directed by us in the return envelope that we provide to you.

Dispute Resolution/Binding Arbitration

The Coverage Certificate and Service Contract contain a binding and individual Arbitration Agreement, which will be sent to you as part of the Coverage Certificate and Service Contract. You can also obtain a complete copy of the Arbitration Agreement by visiting phoneclaim.com/uscellular. You should read the Arbitration Agreement carefully and completely, since it affects your rights. The Arbitration Agreement requires you to: (1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION; AND (2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR ARBITRATIONS. Arbitration is more informal than a lawsuit in court, and it uses a neutral arbitrator instead of a judge or jury. The Arbitration Agreement allows arbitration proceedings to take place in the county of your billing address and requires that those proceedings be administered by the American Arbitration Association ("AAA") in accordance with their Commercial Arbitration

Rules and the Supplementary Procedures for Consumer Related Disputes. You can learn more about the AAA and those rules by visiting www.adr.org. The Arbitration Agreement does not prevent you from informing federal, state or local agencies of any dispute, since they may be able to seek relief on your behalf. If you do not want to submit disputes to binding and individual arbitration or you do not agree to any other provision of the Arbitration Agreement, you should contact U.S. Cellular® and cancel your Device Protection+ coverage. You will receive a prorated refund of any amounts paid for that coverage.

Fraud

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

Associate Qualifications

Unless otherwise licensed, U.S. Cellular® associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverage. Questions regarding this plan should be directed to Allianz Global Risks US Insurance Company licensed agent, Asurion Insurance Services, Inc.

Insurance Limitations and Exclusions

The insurance coverage contains these limitations and exclusions. Loss caused by indirect or consequential loss, intentional acts, obsolescence, cosmetic damage, faulty repair, unauthorized repair or replacement, discharge, dispersal or seepage, abuse, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, damage to batteries (unless otherwise covered as part of an Included Accessory when part of a Loss to other Covered Property), malware, nuclear reaction, war, seizure, nonstandard software, and failure to reasonably protect the device from further loss. Complete exclusions and limitations can be found in the full terms and conditions.

Agreement to Terms and Conditions

You agree to Terms and Conditions, including the Coverage Certificate/Policy and the Service Contract, when you enroll. Your sales representative can print them at your request, or you can review them at phoneclaim.com/uscellular by selecting Terms and Conditions at the bottom of the page.

The Device Protection+ Standard program is a combination of insurance and service contract. The insurance is underwritten by Allianz Global Risks US Insurance Company; Asurion Insurance Services, Inc. (in California, Agent License #OB35141; in Iowa, Agent License #1001000131) is the Agent and provides the claims servicing under this program. Includes insurance similar to other insurance sold separately for up to \$2.00. The service contract is provided by Asurion Technology Services, Inc., or one of its affiliates.

Our Privacy Policy is available at <https://www.asurion.com/pdf/asurion-app-privacy/>



ALLIANZ GLOBAL RISKS US INSURANCE COMPANY

COMMERCIAL INLAND MARINE PORTABLE ELECTRONIC COMMUNICATIONS EQUIPMENT COVERAGE CERTIFICATE

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

In this Certificate, the words “**you**” and “**your**” mean the “**Insured Subscribers**” (as defined in in Section VIII. DEFINITIONS). The words “**we**,” “**us**” and “**our**” mean Allianz Global Risks US Insurance Company. The word “**Agent**” means Asurion Insurance Services, Inc.

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

I. COVERAGE.

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

A. COVERAGE PLAN.

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

B. COVERAGE PERIOD.

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

If your request is approved, coverage is retroactive to the date it was submitted. You will be notified within thirty (30) days if your request is not approved.

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

Coverage continues on a month-to-month basis unless cancelled.

C. PAYMENT OF PREMIUMS.

You are responsible for the payment of all premiums. Your premium is determined by the device tier of your Covered Property, as shown in the schedule below.

Equipment Category	Monthly Premium Per Enrolled Wireless Number
Equipment Tiers 0 - 5	Insurance Premium is included in the Device Protection+ Standard monthly charge

D. DEDUCTIBLE.

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

Deductibles Applicable to Each Replacement or Repair						
Equipment Tier	0	1	2	3	4	5
Deductible	\$49	\$100	\$150	\$175	\$199	\$249

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

II. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMIT.

We will pay a maximum of \$2,000.00 for each approved repair or replacement

B. AGGREGATE LIMIT.

We will provide a maximum of three (3) repairs or replacements of Covered Property per Wireless Number in any one twelve (12) month period.

The aggregate limit under this Certificate includes

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

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

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

III. EXCLUSIONS.

This insurance does not cover the following:

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

B. Loss to or damage of:

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

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

1. Intentional, dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.

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

IV. DUTIES IN THE EVENT OF A LOSS.

- A.** If your Covered Property is lost or stolen, notify your Service Provider as soon as possible to suspend service.
- B.** If your claim involves a violation of law, promptly notify the appropriate law enforcement agency.
- C.** You must report a Loss to our Agent within ninety (90) days from the Date of Loss. You must submit all claims through our Agent for our approval.

- D.** You must cooperate in the investigation of your claim. If requested, you must:
1. Provide the following within ninety (90) days of our Agent's request:
 - (a) a detailed, written proof of Loss statement, a police report case number, and/or a copy of the police report;
 - (b) a copy of the original bill of sale;
 - (c) a photocopy of a valid state or federal government issued photo I.D. that is not a student or professional license or I.D.; and/or
 - (d) any other information required to approve your claim.
 2. Permit us or our Agent to inspect the property and records proving the Loss, and question you under oath about any matter relating to this coverage or your claim. Your answers must be signed and may be recorded.
- E.** You must do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
- F.** If we arrange to repair your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.
- G.** You must take possession of the repaired or replacement device as follows:
1. If we replace your Covered Property, you must take delivery of the replacement device within ninety (90) days of our claim approval. If you fail to do so, you forfeit your claim and the replacement device becomes our property.
 2. If we repair your Covered Property, and you fail to: (i) pick up the repaired Covered Property from our Authorized Service Center within sixty (60) days of our notice that the repair has been completed, or (ii) fail to satisfy the non-refundable deductible within sixty (60) days of our claim approval, you forfeit your claim and the repaired Covered Property becomes our property.
- H.** If the Covered Property is not lost or stolen, you must keep the Covered Property until your claim is completed, unless we or our Agent direct otherwise. If we provide a replacement device, we may require

you to return the claimed Covered Property to us according to our instructions in the return mailer we provide, or other return method directed by us, within ten (10) days or pay the applicable non-returned device charge. If the Covered Property is lost or stolen and is later recovered, you must notify our Agent and return the recovered device as directed, even if your claim has already been completed, or pay the applicable non-returned device charge. **YOU CAN AVOID A NON-RETURNED DEVICE CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**

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

V. CONDITIONS IN THE EVENT OF LOSS.

- A.** If you experience a Loss and we approve your claim, we will arrange for the repair or replacement, at our sole option, of the Covered Property through the Authorized Service Facility
- B.** You will not be entitled to receive cash, but we may choose to provide a cash settlement, not to exceed the replacement cost, as determined by us, instead of repairing or replacing the Covered Property.
- C.** At our option, we will repair the Covered Property with substitute parts or provide a replacement device; repaired or replacement devices:
 1. Will be of like kind and quality with similar features and functionality, or if the Covered Property is not carried or sold by the Service Provider, will be in the same or higher device tier to which you were assigned;
 2. May be either new or refurbished, and may contain original or non-original parts; and
 3. May be a different brand, model or color.
- D.** Replacement devices will be approved for use on the network of the Service Provider and in the same or higher device tier as the Covered Property at the time of Loss. The replacement device we provide will automatically become Covered Property once airtime has been logged on the covered line.

- E. At our option, we may require that the Service Provider, our Agent or the manufacturer examine the Covered Property during our evaluation of your claim.
- F. If the Covered Property has multiple-SIM capability and you have coverage from us on more than one Wireless Number in use on the Covered Property at the time of Loss, you are eligible for one claim per Loss.

VI. ELIGIBILITY AND CANCELLATION.

A. CANCELLATION.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. You may send your written notice to or call: Asurion Customer Care Center P.O. Box 110656, Nashville, TN 37222-0656, 1-888-864-0428.
2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We or the Service Provider will mail or deliver to you written notice of cancellation at least thirty (30) days prior to the effective date of cancellation, or other longer period as required by law.
3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days' notice, or other longer period as required by law, unless we cancel for the following reasons:
 - (a) We will cancel your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
 - (b) We will cancel your coverage under this Certificate immediately, without notice, or by providing notice as required by law, for nonpayment of premium.
 - (c) We will cancel your coverage under this Certificate immediately if you meet the aggregate limit (See Section II.B. AGGREGATE LIMIT) under the terms of this Certificate and we send notice

of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit until we send notice of cancellation to you.

- (d) We will cancel your coverage under this Certificate immediately, without notice, if you cease to have active service with the Service Provider.

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

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

B. HOW NOTICE OF CANCELLATION IS PROVIDED.

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

C. TO BE AND REMAIN ELIGIBLE FOR COVERAGE:

1. You must have activated communications service directly with your Service Provider and be an active and current subscriber of your Service Provider to be covered under this Certificate. Covered Property must be

actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.

2. We must designate the Covered Property as eligible for coverage.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have met the aggregate limit (See Section II.B. AGGREGATE LIMIT) under any Allianz Global Risks US Insurance Company coverage certificate issued to you by your Service Provider within the previous twelve (12) months of your request for this coverage.
5. You must not be in breach of any material term of this Certificate, including, but not limited to, failure to return the claimed Covered Property as directed, or failure to satisfy the required deductible.

VII. ADDITIONAL CONDITIONS.

- A. All claims filed under this Certificate will be fulfilled within thirty (30) days after you:
 1. Provide satisfactory proof of ownership and Loss to our Agent; and
 2. Satisfy all of your duties under Section IV. DUTIES IN THE EVENT OF A LOSS.
- B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of a Loss, either may elect arbitration pursuant to Section VII.F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT, below.
- C. You may not assign this Certificate without our written consent.
- D. We will keep any value for the recovery or salvage on a Loss until our expenses have been fully reimbursed. If we provide a replacement device, the claimed Covered Property becomes our property and may be disabled, destroyed, or reused. We will not provide a replacement device if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, failure to satisfy the non-returned device charge or deductible on a prior Loss.

- E. If we fulfill your claim and you have rights to recover damages from another, those rights are transferred to us. You must do everything necessary to secure our rights and do nothing after a Loss to impair them. You may waive your rights against another party in writing:
 1. Prior to a Loss.
 2. After a Loss, only if, at time of Loss, that party is:
 - (a) Someone covered under this Certificate; or
 - (b) A business firm that: (i) you own or control; (ii) owns or controls you; or (iii) is your tenant.

This will not restrict your coverage.

- F. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT.** Please read this section carefully. It affects your rights. **For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of Allianz Global Risks US Insurance Company, our Agent , and the Service Provider, as defined herein.** Most of your concerns about this Certificate can be addressed simply by contacting us at 1-888-864-0428. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**
 1. This A.A.:
 - (a) Survives termination of this Policy.
 - (b) Is governed by the Federal Arbitration Act.
 - (c) Covers any dispute you have with us concerning or related, directly or indirectly, to this Policy.
 - (d) Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
 - (e) Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

2. Arbitration Process:

- (a) How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
- (b) Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- (c) Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. Fees:

- (a) In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- (b) We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. Arbitration Decision:

- (a) You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- (b) If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
 - We will pay you the greater of the damages or seven thousand five hundred dollars (\$7,500).
 - We will also pay your reasonable attorney's fees and arbitration

expenses. You may not recover duplicate awards of fees and expenses.

- (c) We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- (d) If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless you and we agree

otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void

- G. No one may bring legal action, including arbitration, against us under this Certificate unless:
 1. There has been full compliance with all terms of this Certificate; and
 2. The action is brought within two (2) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.
- H. The coverage territory is worldwide but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- I. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- J. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; device service and maintenance; technical support; reduced cost upgrade or purchase benefits or

other services provided through your Service Provider or any Authorized Service Facilities.

- K. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
- L. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.
- M. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
- N. If we make any changes to the Policy that would increase your coverage without additional premium, the increased coverage will immediately apply to this Certificate.
- O. It is important that you back up all Data and software because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software.

IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE ARE NOT BE RESPONSIBLE FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE OR DATA.

VIII. DEFINITIONS.

- A. "Authorized Service Facility" means: The location or locations that serve as a repair or replacement facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Agent.
- B. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland

Marine Communications Equipment Coverage Certificate.

- C. "Covered Property" means: The eligible wireless device owned or leased by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) of such wireless device is reflected in the records of the Service Provider at the time your coverage initially became effective; and 2) for which outgoing airtime usage has been logged with the Service Provider on your account after coverage became effective; unless you have logged outgoing airtime on a different wireless device immediately prior to the time of loss, in which case such wireless device becomes the covered property so long as: i) such wireless device is owned or leased by you and you provide us proof of ownership or lease and ii) airtime usage was logged on such device on your account with the Service Provider immediately prior to the time of loss.
- D. "Data" means: information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, applications, books, games, magazines, photos, videos, ringtones, music, and maps.
- E. "Date of Loss" means: the date a Loss to the Covered Property occurs.
- F. "Included Accessories" means: if part of the covered loss, one Subscriber Identification Module (SIM) card; one standard battery; and one standard battery charger.
- G. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.
- H. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:
 - 1. Who have been enrolled in and accepted for coverage under this Certificate.
 - 2. Who have a complete description of their Covered Property on file with us or our Agent. Who have paid all premiums due with respect to their Covered Property before any claimed Date of Loss.

- I. "Loss" and "Losses" means: a covered repair or replacement as provided in Section I.A. COVERAGE PLAN.
- J. "Malware" means: malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.
- K. "Mechanical or Electrical Failure" means: Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.
- L. "Nonstandard External Media" means: physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.
- M. "Nonstandard Software" means: software, other than Standard Software.
- N. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- O. "Service Provider" means: USCC Services, LLC or one of its affiliates or successors.
- P. "Standard External Media" means: physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- Q. "Standard Software" means: the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- R. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

IX. STATE CHANGES.

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

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

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

The Arbitration Agreement does not apply if you are a resident of Missouri.

B. STATE CHANGES - MISCELLANEOUS

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

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

Kansas: (i) Section VI.A.3.(b) is amended as follows: We will cancel your coverage under this Certificate upon fifteen (15) days' notice for nonpayment of premium. (ii) The following is added to Section VI.A.3: We will not cancel your coverage under this Certificate based solely upon the age of your Covered Property. (iii) Section VI.A.4 is amended as follows: If this Certificate is cancelled by us or the Service Provider, any

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

Maine: (i) The first paragraph of Section VI.A.3. is deleted and replaced with the following: We may non-renew or otherwise change the terms and conditions of this Certificate by providing notice at least 30 days prior to the effective date. We may only cancel this Certificate prior to the expiration of the term for the following reasons; (ii) The following is added to Section VI.A.3.: (e) We will cancel your coverage under this Certificate upon

thirty (30) days' notice, or other longer period as required by law, for substantial change in the risk which increases the risk of loss after coverage has been issued or renewed, failure to comply with reasonable loss control recommendations, substantial breach of contractual duties, conditions or warranties, or determination by the superintendent that the continuation of the coverage will jeopardize our solvency or result in violation of the insurance laws of this or any state. (iii) The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within two (2) years from the time when the cause of action accrues you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding.

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

Missouri: The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH YOUR CHOICE OF BINDING ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

Nebraska: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under

this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

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

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

Pennsylvania: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and

conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days' notice of cancellation.

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) Section V.B. is amended by deleting "replacement cost" and replacing with "cost of replacement." (ii) The first sentence of Section VI.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing, delivering or providing us advance notice stating when such cancellation is effective. (iii) Section VI.A.3. is amended to provide at least thirty (30) days' notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) The following is added to Section VI.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six (6) month period. (vi) Section VI.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) Section VII.F.1.(b) is deleted and not replaced. (viii) The second sentence of Section VII.M. is deleted and replaced with the following: In the event of any material change in the coverage terms, you will be provided advance written notice of such changes, including a revised Certificate or endorsement and a summary of the material changes. (ix) The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein

shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award.

West Virginia: Section VII. F. Arbitration or Small Claims Court Agreement is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-888-864-0428. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.

- 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 Agent as follows:

Asurion Customer Care Center
P.O. Box 110656
Nashville, TN 37222-0656
1-888-864-0428

Device Protection+ Standard Program

THIS PROTECTION PLAN ("CONTRACT") IS A LEGAL CONTRACT BETWEEN YOU AND ASURION TECHNOLOGY SERVICES, INC. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THE CONTRACT CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED IN THIS CONTRACT.

Program Provider*:

Asurion Technology Services, Inc.

*As used in this Contract, "We," "Us," and "Our" means the provider obligated under this Contract: Asurion Technology Services, Inc., whose address is P. O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. This Contract is only available in the following states: California, Illinois, Iowa, Kansas, Maine, Maryland, Missouri, Nebraska, New Hampshire, North Carolina, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin. "You" and "Your" means the person who purchased this Contract. If purchased by phone, internet or other electronic means this Contract is purchased in the state identified in Your billing address in the records of U.S. Cellular at the time of purchase.

These Contract terms and conditions together with Your monthly bill ("Bill") from U.S. Cellular (the "Contract") govern the Program, so You should keep this Contract for future reference. Your U.S. Cellular wireless telephone number for the Covered Device is Your Contract number.

Agreement. You agree to all the provisions of this Contract when You order the Program and/or pay for it. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your electronic address to Us or U.S. Cellular, You are authorizing Us to communicate with You electronically. Your continued use of the Program and payment of the charges, after such

notice, constitutes Your acceptance of the changes. The Program is available only to customers of U.S.Cellular. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the provision in this Contract regarding cancellation.

Definitions.

1> “U.S. Cellular” means USCC Services, LLC and any affiliates or successors, the seller. You can write to 8410 W. Bryn Mawr, Chicago IL 60631 or call 1-888-864-0428. **2> “Asurion”** means Asurion Technology Services, Inc. You can write to Asurion at P. O. Box 061078, Chicago, IL 60606-1078 or call 1-866-856-3882. **3> “Covered Device”** means a device that We have designated as eligible for coverage under the Program, which is activated for wireless telecommunications service for the enrolled U.S. Cellular wireless telephone number on Your account with U.S. Cellular on the date the Operational Failure or Accidental Damage from Handling of the Covered Equipment occurs and for which air time has been logged by U.S. Cellular as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card. **4> “Operational Failure”** means after the manufacturer’s warranty expires, a mechanical, electrical or structural failure of the Covered Equipment to operate due to defects in materials or workmanship, including those due to normal wear and tear. **5> “Accidental Damage From Handling” (“ADH”)** means from the date of enrollment, unintentional or accidental damage that occurs in the course of normal use or handling. **6> “Replacement Device”** means the new or refurbished wireless device of comparable kind and quality to the Covered Equipment which We provide to You in the event of a covered Operational Failure or ADH of the Covered Equipment. **7> “Date Issued”** means for devices that enrolled within thirty (30) days of activation, the date You enrolled in coverage under this Program. **8> “Program”** means the Device Protection+ Standard Program described in this service Contract. **9> “Asurion Authorized Service Provider(s)”** mean a location designated by Us as authorized to provide repairs or Replacement Equipment.

What is Covered. If the Covered Device fails due to an Operational Failure or ADH, We will repair it, or, at Our sole option, replace it with a Replacement Device. You are not entitled to receive cash, though We may elect to provide a cash settlement of the cost to replace the Covered Device, as determined by Us, in lieu of actual replacement or repair of the Covered Device. If failure

occurs in the standard battery, standard charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure or ADH of the Covered Device, We will also repair, or, at Our sole option, replace one standard battery, one standard charger, or one Subscriber Identification Module (SIM) Card, as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. **Replacement Equipment will be NEW OR REFURBISHED, in Our sole discretion.** The wireless device included with the Replacement Equipment immediately becomes the Covered Device. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Device that We replace.

Contract Period. Your coverage begins on the date You enrolled in the Program and continues month to month until terminated by You or by Us. We may elect not to renew the Program upon thirty (30) days written notice to You. The Program is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain additional benefits as outlined in the “Definitions” provision during the term of the manufacturer’s warranty. After the manufacturer’s warranty expires, the Plan continues to provide some of the manufacturer’s benefits as well as certain additional benefits listed within the Program’s terms and conditions.

Charges. You will be billed once each month on Your Bill from U.S. Cellular. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your Bill or, at Our discretion, collected from You prior to providing Replacement Device.

To Obtain Service. At Our sole discretion, We will provide for claim fulfillment at our repair centers, select Asurion Authorized Service Providers, by mail, or by sending a remote technician to Your location. You may visit phoneclaim.com/uscellular twenty-four (24) hours a day, seven (7) days a week or, call 1-888-864-0428 Monday – Friday 6AM – 11PM CT; Saturday 8AM – 11PM CT; or Sunday 9AM – 7PM CT. Repair centers and remote technicians may not be available in Your area and may not be utilized by the Program.

You must file Your claim within ninety (90) days of an ADH or Operational Failure. If You fail to file Your claim within ninety (90) days, We may deny You coverage.

In the event We arrange for the repair of Your Covered Device, You may be required to mail or deliver Your Covered Device for repair as directed by Us. If We arrange for the replacement of Your Covered Device, We will provide the Replacement Device by mail within ten (10) business days, or We may require You to pick up the Replacement Device at a retail location in Your area. We may require You to provide a government issued photo i.d., other than a professional or student license or i.d.

Claim Limit. A maximum of two (2) ADH claims will be allowed in any one twelve (12) month period. For any single claim, the maximum amount We will spend to replace or repair the Covered Device is \$2,000.00.

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

Covered Device:	ADH Cracked Screen Repair:	All Replacements:
Tier 0	Not applicable	\$49
Tier 1	Not applicable	\$100
Tier 2	Not applicable	\$150
Tier 3	Not applicable	\$175
Tier 4	Not applicable	\$199
Tier 5	Not applicable	\$249

Return of Replaced Device/Non-return Charge.

Covered Device approved for replacement must be returned to Us. You will be required to return the failed Covered Device to Us at Our expense within ten (10) days, in the return mailer We provide. You must return the Covered Device as directed by Us, including unlocking the Covered Device, or pay a non-returned Device charge based on the model of Covered Device that We replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED DEVICE AS DIRECTED.

Charge for Non-Covered Claims. If We ship You a Replacement Device, We will notify You in writing within thirty (30) days of the return of replaced Covered Device if We determine the returned Covered Device did not suffer ADH or an Operational Failure covered by the Program. A non-covered claim charge applicable to the model of Replacement Device We provided will be applied to Your Bill unless You return the Replacement Device, in good working order, at Your cost of shipping within fifteen (15) days of Our notification. If You return

the Replacement Device as required by this Contract, We will return to You Your original Covered Device and a \$15.00 shipping and restocking charge will be included on Your Bill.

What is not Covered.

The Program does not cover:

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

Further, Covered Device does not include and the Program does not cover:

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

Cancellation. This Contract is provided on a month-to-month basis and may be cancelled by You at any time for any reason by notifying U.S. Cellular. This Contract

may be cancelled by Us or Asurion for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If the Contract is cancelled: (a) by You within thirty (30) days of the receipt of this Contract. You will receive a full refund of all monthly Contract payments made by You under this Contract, less the cost of any claims that have been paid or repairs that have been made; or (b) by You after thirty (30) days of the receipt of this Contract, or cancelled by Us or the Administrator at any time, You will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Contract fee, less the cost of any claims that have been paid or repairs that have been made. For residents of CA, MD, ME, MO, SC, TX, WA and WI , and all other jurisdictions as required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with U.S. Cellular, or any U.S. Cellular feature including Device Protection+ Standard Insurance that You purchase in combination with this Contract, for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

Limitation of Liability. In the event of any error, omission or failure by Asurion or U.S. Cellular with respect to the Program or the services provided by Asurion or U.S. Cellular hereunder, Asurion and U.S. Cellular's RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PROGRAM). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF ASURION OR U.S. CELLULAR'S PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL ASURION OR U.S. CELLULAR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR U.S. CELLULAR HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PROGRAM OR ASURION OR U.S. CELLULAR'S PERFORMANCE UNDER THE PROGRAM, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM

ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND U.S. CELLULAR, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Arbitration Agreement. Please read this section carefully. It affects Your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to "We" and "Us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and Administrator of this Plan (as defined above), and (2) U.S. Cellular (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this policy can be addressed simply by contacting Us at 1-888-864-0428. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

- **This A.A.:**
 - a. Survives termination of this Policy.
 - b. Is governed by the Federal Arbitration Act.
 - c. Covers any dispute You have with us concerning or related, directly or indirectly, to this policy.
 - d. Does not prevent You from bringing an individual action against us in small claims court instead of pursuing arbitration.
 - e. Does not prevent You from informing any government agency of Your dispute. They may be able to seek relief on your behalf.
- **Arbitration Process:**
 - a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration

Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
 - c. Any hearing will take place in the county or parish of your mailing address unless You and We agree to a different location.
- **Fees:**
 - a. In most cases We will pay all filing, administration and arbitrator fees. If the arbitrator finds that Your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
 - b. We will reimburse You for a filing fee paid to the AAA. If you are unable to pay a filing fee, We will pay it if you send us a written request.
 - **Arbitration Decision:**
 - a. You and We agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
 - b. If the arbitrator finds in Your favor and the damages awarded are greater than the last settlement We offered, We will do the following.
 - We will pay You the greater of the damages or \$7,500.
 - We will also pay Your reasonable attorney’s fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
 - c. We waive any right We have to recover attorney’s fees and expenses from You if We win the arbitration.
 - d. If You seek declaratory or injunctive relief, it can only be awarded as necessary to provide You relief.

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

Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Contract and the Program immediately.

Prohibitions on Transfer and Abuse of the Program.

This Program is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be made Covered Equipment. Any abuse of the Program by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Program upon notice.

Insurance. This Contract is not an insurance policy. Under this Contract, Our obligations in CA, IL, ME, MO, NC, NH, OK, OR, SC, TX, VT, VA, WA and WI are insured under an insurance policy issued by Allianz Global Risks US Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606. If We fail to act on Your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883 to report your claim.

Waiver. No waiver in whole or in part of any term or condition of this Contract shall be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for Covered Device. We will post the current claim service fee schedule at phoneclaim.com/uscellular, or You can ask for the current fee at any U.S. Cellular store or by calling 1-888-864-0428.

Terms and conditions vary for U.S. Cellular customers purchasing in some jurisdictions as set forth in this Contract.

State specific provisions:

In New Hampshire: Contact Us at 1-888-864-0428 with questions, concerns, or complaints about the Program. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of the Contract is subject to RSA 542.

In North Carolina: You understand that the purchase of this Contract is not required to purchase or to obtain

financing for the Covered Device. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

In Oklahoma: Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. Oklahoma license number: 44199295.

In Oregon: The Arbitration Agreement provision of this Contract is replaced with the following: "For the purpose of this arbitration agreement, references to "We" and "Us" include only Asurion and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. Most of Your concerns about the Program can be addressed simply by contacting us at 1-888-864-0428. In the event We cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon."

In Texas: Contact Us at 1-888-864-0428 with, questions, concerns, or complaints about the program. If You purchased this Contract in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711. The Cancellation provision of this Contract is amended to provide that "any refund owed and not paid or credited within 45 days notice of cancellation is received shall include a 10% penalty per month." The Insurance provision of this Contract is amended to add the following: "If We fail to provide You any refund owed within 45 days of cancellation of this Contract, You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883."

In Virginia: Contact us at 1-888-864-0428 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

In Washington: If We fail to act on Your claim, You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883. You are not required to wait 60 days before filing a claim directly with Allianz Global Risks US Insurance Company.

In Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Contract fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Device or its use. If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The Insurance provision of this Contract is amended as follows: If We do not provide, or reimburse or pay for, a service that is covered under this Contract within sixty (60) days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Allianz Global Risks US Insurance Company for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: **1> TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **2>** the sentence "This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety.

525 v. STND2 (10/19)

asurion

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