

## Insurance Certificate for Portable Electronic Device Coverage Master Policy

### SCHEDULE

<b>Insurer:</b>	<b>ALLSTATE INSURANCE COMPANY</b> , a stock insurance company 2775 SANDERS ROAD NORTHBROOK, IL 60062
<b>Master Policy Number:</b>	ST-PED-MP 12 18
<b>Master Policyholder:</b>	Nsighttel Wireless, LLC dba Cellcom
<b>Wireless Service Provider:</b>	Master Policyholder
<b>Certificate Number:</b>	As specified in the records and files of the Insurer or Administrator
<b>Certificate Holder Name and Mailing Address:</b>	As specified in the records and files of the Insurer or Administrator
<b>Certificate Period:</b>	<b>From:</b> Upon our approval, retroactive to 12:01 a.m. on the date you submitted your request for enrollment. <b>To:</b> The effective date of termination (as described herein), 12:01 a.m., standard time at the Certificate Holder's mailing address shown above.
<b>Administrator:</b>	SquareTrade Insurance Services, Inc.
<b>Covered Property:</b>	Means (1) the mobile enabled device owned or leased by you, which is actively registered on the Master Policy Holder's network, for which airtime has been logged on the Master Policy Holder's network, and for which the unique identification number (International Mobile Equipment Identity ("IMEI") on record with us at the time of loss and (2) the standard battery (attached to the mobile enabled device at the time of loss if lost or stolen) and wall charger for the mobile enabled device referred to in (1).
<b>Coverage Territory:</b>	Anywhere in the world.
<b>Covered Causes of Loss:</b>	If you subscribe to the Total Coverage product: loss and theft If you subscribe to the Limited Coverage or CarePlus Coverage products: loss, theft and damage
<b>Limits of Insurance:</b>	Two (2) claims in a rolling (12) month period
<b>Per Claim (Per Occurrence) Limit:</b> <b>Aggregate Limit:</b>	\$2,000 \$4,000
<b>Deductible:</b>	As described in Section D below.
<b>Notification of Loss Period:</b>	60 days
<b>Non-Return Fee:</b>	Up to \$1,500
<b>Coverage Eligibility:</b>	Eligible at any time without a waiting period. Coverage is retroactive to the date of the request for enrollment.
<b>Monthly Premium Rate:</b>	The Master Policyholder shall pay the Premium on the Certificate Holder's behalf.

This Insurance Certificate ("Certificate") describes the terms, conditions, and exclusions of the Portable Electronic Device Master Policy (the "Master Policy"). Various provisions in this Certificate and the Master Policy restrict coverage. Read the entire Certificate carefully to determine rights, duties and what is and is not covered.

The terms "we," "us" and "our" means the Insurer shown in the Schedule that is providing this insurance.

The terms "you" and "your" mean the Certificate Holder shown in the Schedule and to whom this Certificate is issued.

The term "Administrator" refers to the Administrator shown in the Schedule. You may contact the Administrator if you have questions regarding this coverage or would like to make a claim. The Administrator can be reached by calling 877-629-0419.

The term "Authorized Service Center" means the service center providing repair and replacement services on our behalf.

The term "Certificate Period" means the period stated in the Schedule.

The term "Covered Property" means the covered property as specified in the Schedule and further described in Section A.2. of this Certificate.

The term "Wireless Service Provider" means the communication provider shown in the Schedule, who is providing the wireless telecommunications service to which the Covered Property is connected and to whom the Master Policy is issued.

## A. COVERAGE

In exchange for premium paid, we, through the Administrator, agree to provide the coverage as stated in this Certificate for any covered damage that occurs to the Covered Property during the applicable Certificate Period.

### 1. Who Is Covered

#### a. Master Policyholder

The Master Policyholder is a person or entity enrolled by the Administrator as reflected in the Administrator's records and for whom the required premium when due has been paid to us, or our designated agent, and to whom a Master Policy is issued. The Master Policyholder is shown on the Schedule.

#### b. Certificate Holder

The Master Policyholder may request to insure Covered Property owned or legally possessed by you. Request for coverage is subject to our approval and in our sole discretion.

Line Based Coverage provides coverage for Covered Property associated with a specific mobile phone number active on your account for wireless communication service with the Wireless Service Provider.

### 2. Covered Property

Covered Property means the portable electronic device associated with your phone number with your Wireless Service Provider, as shown in the Schedule. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDID), serial number or other unique identification number of the mobile device must be on file with the Administrator and/or the Wireless Service Provider at all times to receive coverage under this Certificate.

### 3. Coverage Period

Coverage under this Certificate is provided for the Certificate Period shown in the Schedule, subject to Section G.4.b.

### 4. Coverage Territory

We insure the Covered wherever it is located in the world. We may require any claims occurring outside the United States or its territories to be processed in the United States.

### 5. Covered Causes of Loss

If you subscribe to the Total Coverage product, Covered Causes of Loss means risks of being lost or stolen, except as limited or excluded elsewhere in this Certificate.

If you subscribe to the Limited Coverage or CarePlus products, Covered Causes of Loss means risks of being lost, stolen, or directly damaged except as limited or excluded elsewhere in this Certificate.

### 6. Property Not Covered

Covered Property does not include:

- a. Contraband or property used in the course of illegal transportation or trade.
- b. Data, meaning information input to, stored on, or processed by the Covered Property. This includes, but is not limited to, documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, screen savers, personalized data, music, and maps.
- c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Property that has been entrusted to (including property in-transit) others for any service, repair or replacement, other than the Authorized Service Center or its designee.
- e. Software and applications, meaning the operating system or any other software that is pre-loaded or included with the Covered Property or installed subsequent to purchase.
- f. Any device whose unique identification number (including IMEI, ESN, UDID, serial number or unique identification number) has been altered, defaced or removed.
- g. External media, meaning 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 but is not limited to data cards, memory cards, external hard drives, and flash drives.

- h. Any portable electronic device you lease, rent or hold for others.
- i. Any other equipment or accessories not described as Covered Property.
- j. Batteries unless otherwise covered as a part of a loss to Covered Property.

## B. EXCLUSIONS

This insurance coverage provided by this Certificate does not apply to loss or damage, directly or indirectly caused by, or resulting from, any of the following:

### 1. Governmental Authority

Seizure or destruction of property by order of governmental authority.

### 2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

### 3. War

- a. War, including undeclared or civil war;
- b. Warlike action by a military force; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

### 4. Delay, Loss of Use

Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

### 5. Electrical and Mechanical Breakdown

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, unless specified as a Covered Cause of Loss.

### 6. Dishonest or Criminal Acts

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.

### 7. Obsolescence

Obsolescence or depreciation.

### 8. Pre-Existing Conditions

Conditions which existed prior to coverage, including but not limited to:

- a. Manufacturer's recall; or
- b. Error or omission in design, programming or system configuration.

### 9. Cosmetic Damage

Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes:

- a. Cracking, marring, or scratching that does not affect functionality;
- b. Change in color or other change in the exterior finish; and
- c. Expansion or contraction that does not affect functionality.

### 10. Covered Under Warranty

Loss or damage that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before coverage for future claims is applicable.

### 11. Covered Under Other Insurance

Loss or damage that is covered and paid under another insurance policy.

### 12. Late Claims

Claims not reported as required by Section E.3. of this Certificate.

### 13. Programming, Repair Work

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon Covered Property, unless performed by an Authorized Service Center or its designee.

### 14. Virus

Computer virus or any other malicious code or similar instruction that:

- a. Disrupts the normal operation of the Covered Property; or
- b. Results in destruction of or unsuitability of data or programs stored in the Covered Property.

### 15. Voluntary Parting

Voluntarily parting with Covered Property by you or by any person entrusted with Covered Property, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

### 16. Intentional Loss or Damage

Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

### 17. Pollution

The discharge, dispersal, seepage, migration or escape of pollutants. 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/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**18. Fees or Charges**

Any fees or charges assessed by the Administrator, Wireless Service Provider or Retailer, whether the charges incurred are legitimate or fraudulent.

**19. Failure to Mitigate**

Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

**20. Vermin**

Insects, rodents, or other vermin.

**21. Unauthorized Repair or Replacement**

Loss caused by or resulting from unauthorized repair or replacement.

**22. Pressure Waves**

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**23. Wear and Tear**

Normal wear and tear, including rusting or oxidation or damage that is not attributable to a sudden unforeseen event, and which does not result in a Covered Cause of Loss.

**24. Failure to Follow Manufacturer's Instructions**

Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.

**C. LIMITS OF INSURANCE**

The most we will pay in any one occurrence to repair or replace Covered Property is the applicable Per Claim (Per Occurrence) Limit shown in the Schedule. The Limit of Insurance applies separately to each claim.

In addition, you are limited to the maximum number of losses as shown in the Aggregate Limit section in the Schedule in any consecutive twelve month period. When this limit is exhausted, coverage will cease immediately and we will notify you that your coverage has ceased and no future premiums are due.

The applicable Aggregate Limit is determined based on the total number of mobile phone numbers on your account with the Wireless Service Provider at the time your coverage begins. If during the coverage period, you add or remove mobile phone numbers from your account with the Wireless Service Provider, the Aggregate Limit will be automatically adjusted. In the event you remove a mobile phone number from your account and number of losses equals or exceeds the adjusted Aggregate Limit, coverage under this Certificate will cease immediately.

When the Aggregate Limit is exhausted, we will notify you that your coverage has ceased and no future premiums are due.

**D. DEDUCTIBLE**

A non-refundable Deductible will apply to each filed and approved claim and does not reduce the Limit of Insurance. The Deductible, as shown in the Schedule and described below, is payable at the time of claim approval.

The Deductible as shown in the Schedule is non-refundable and is payable at the time a loss is approved by the Administrator.

If you purchased the Total Coverage Product, the applicable Deductibles are set forth below.

Tier	Retail Price of the Covered Property	Replacement (Lost, Stolen)
1	\$0 - \$224.99	\$50
2	\$225 - \$524.99	\$100
3	\$525 - \$999.99	\$175
4	\$1,000 - \$1,499.99	\$250
5	\$1,500-\$2,000	\$300

If you purchased the Limited Coverage Product, the applicable Deductibles are set forth below.

Tier	Retail Price of the Covered Property	Replacement (Lost, Stolen)	Repair (Direct Damage)
1	\$0 - \$224.99	\$50	Not Available
2	\$225 - \$524.99	\$100	\$50
3	\$525 - \$999.99	\$175	\$50
4	\$1,000 - \$1,499.99	\$250	\$50
5	\$1,500-\$2,000	\$300	\$50

If you purchased the CarePlus Product, the applicable Deductibles are set forth below.

Tier	Retail Price of the Covered Property	Replacement (Lost, Stolen)	Repair (Direct Damage)
2	\$225 - \$524.99	\$100	\$50
3	\$525 - \$999.99	\$175	\$50
4	\$1,000 - \$1,499.99	\$250	\$50
5	\$1,500-\$2,000	\$300	\$50

This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance.

**E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**

In the event of loss or damage to Covered Property, you must cooperate with us and our Administrator and do the following:

**1. Suspend Wireless Service**

Suspend your wireless communication service, if applicable, as soon as possible if the Covered Property is lost or stolen.

**2. Notify Police**

If a claim involves a violation of law or any loss of possession, notify the police and obtain a police report or case number, the police station phone number, and the officer's name and badge number taking the report. If requested, provide a copy of the police report to our Administrator within thirty (30) days of request.

**3. Notify Administrator, Give Description**

Notify the Administrator within the Notification of Loss Period as shown in the Schedule.

Give a complete description of:

- a. The Covered Property, including make and model, wireless number, if applicable, and unique identification number (such as IMEI, ESN, UDID, serial number or similar unique identification number); and
- b. How, when and where the loss or damage occurred.

**4. Protect**

Take all reasonable steps to protect the Covered Property from further damage.

**5. Disable Locking Software & Remove SIM Card**

If the Covered Property is still in your possession, remove any and all device passwords or locking software (such as Find My iPhone). Also, remove your SIM-card and delete your personal data on the Covered Property before sending it to us.

**6. Permit Inspection**

Permit us or our Administrator to inspect the damaged property. If we request to evaluate your equipment failure prior to completion of your claim, we may require you to take the Covered Property to a specified location in your area, or send it to the Administrator or Authorized Service Center at our expense.

**7. Statement Under Oath**

If requested by us or our Administrator, submit to questioning or examination under oath about a claim or other matter relating to this Certificate. We may require you to submit a signed and sworn proof of loss affidavit.

**8. Proof of Loss and Ownership**

If required, provide:

- a. Proof of ownership, such as a bill of sale, receipt, proof of purchase or warranty exchange.
- b. A signed, sworn proof of loss or damage containing the information we or our Administrator request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.
- c. A copy of government-issued photo identification.
- d. Other records and documents that may be reasonably requested.

These records must be provided within thirty (30) days after our request for the documentation.

**9. Return of Damaged and/or Malfunctioning Covered Property**

You are required to return the damaged Covered Property including, if coverage is provided under this Certificate, Covered Property that suffered mechanical and electrical breakdown, to our Authorized Service Center or other designated location. If the replacement equipment is sent to you, you will be provided a prepaid shipping label and envelope in which to return the damaged Covered Property.

Disposal of the damaged Covered Property other than by returning it to our Authorized Service Center, or other location designated by us, requires the prior written consent of us or our Administrator.

If the damaged Covered Property is not returned as directed within fifteen (15) days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed the Non-Return Fee as shown in the Schedule, may be charged to you.

Any recovery of lost or stolen property will accrue entirely to our benefit.

If we replace the Covered Property, the originals become our property.

**10. Take Delivery**

We may make available to you the approved replacement equipment for pick up at your

Wireless Service Provider or Retailer. We may also ship the approved replacement equipment directly to you within the United States for which you must be available to take delivery of the replacement equipment within thirty (30) days of claim authorization. If you are not available at the time you agree to take delivery, you may be required to pay the costs of reshipping your replacement equipment.

## F. OUR DUTIES IN EVENT OF LOSS

### 1. When We Repair or Replace

- a. If a claim is made, we or our Administrator will notify you of our Administrator's assessment of the claim after we or our Administrator receive all the information requested from you.
- b. Repair or replacement of Covered Property on approved claims will be done after you, or your designee, have complied with all the terms of this Certificate.
- c. In the event of a claim, the Covered Property will not be upgraded.

### 2. Our Options

At our sole option, we, our Administrator or our Authorized Service Center may repair or replace the Covered Property with substitute parts or provide substitute equipment that:

- a. Is of like kind, quality and functionality; and
- b. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and
- c. May be a different brand, model or color.

## G. ADDITIONAL CONDITIONS

### 1. Arbitration Agreement

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at [www.adr.org](http://www.adr.org) or at any AAA office.

- a. The cost of the binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
- b. It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES UNDER OR RELATING TO THIS CERTIFICATE, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING FROM OR IN RELATION TO THIS CERTIFICATE, AND THAT AN ARBITRATOR WILL RESOLVE ANY AND ALL SUCH DISPUTES. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.
- c. CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
- d. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

### 2. Claim Authorization and Loss Payment

We, or our Administrator, have the right to settle the loss with you or your designee. No claims will be accepted unless authorized by us or our Administrator.

All repairs and replacements must be made by our Authorized Service Center, unless we, or our Administrator, give you other specific directions in writing. In no event will you be entitled to reimbursement for any out-of-pocket expenses.

## 3. Cancellation and Nonrenewal

### a. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

### b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

- (1) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
- (2) We may cancel this Certificate immediately:
  - i. For nonpayment of premium;
  - ii. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) 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; or
  - iii. If you cease to have an active service with your Wireless Service Provider.

### c. How Notice of Cancellation is Provided

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

- d. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

### e. Return Premiums, If Any

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

### f. How We Nonrenew a Certificate

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

### g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

## 4. Eligibility

To be eligible for coverage, you must:

- (1) Be a valid, active and current subscriber of your Wireless Service Provider;
  - (2) Not have engaged in fraud or abuse with respect to this or a similar electronics equipment insurance program; and
  - (3) 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 loss.
- b. If you request enrollment of coverage and your request is approved by us, your coverage is retroactive to the date of your request for enrollment. The successful completion of validation testing on the Covered Property may be required prior to our approval. Eligibility for enrollment after initial activation may be subject to limitations.

## 5. Changes

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Wireless Service Provider or the Administrator will provide notice of such changes if notice is required. Notice will be provided electronically or, to the extent required, will be mailed and proof of mailing will be sufficient proof of notice.

## 6. Concealment, Misrepresentation or Fraud

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

- a. This Certificate;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Certificate.

## 7. Conformity To Statute

We, and you, agree that any terms of this Certificate not in conformity with the statutes of the state in which this Certificate is issued are amended to conform to those applicable state statutes.



## 8. Benefit Only Available To You

No person or organization, other than you, will benefit from this Certificate. We may provide you access to 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 Wireless Service Provider, Retailers, our Authorized Service Center or other authorized facilities.

## 9. Legal Action Against Us

No one may bring a legal action against us unless:

- a. There has been full compliance with all the terms of this Certificate;
- b. Sixty (60) days has elapsed since you provided the proof of loss to us or the Administrator;
- c. The action is brought within 2 years after you have knowledge of the loss or damage; and
- d. The action is brought in compliance with Section G.1.

## 10. Liberalization

If we adopt any revision which would broaden the coverage under this Certificate without additional premium within sixty (60) days prior to or during the Certificate Period, the broadened coverage will immediately apply to this Certificate.

## 11. Premiums

- a. You are responsible for the payment of applicable premiums to the Master Policyholder.
- b. We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

## 12. Transfer of Rights and Duties Under This Certificate (Assignment)

No rights and duties under this Certificate may be transferred without our written consent.

## 13. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If, after we have serviced or paid for the covered loss or damage, you have rights to recover damages from another party or person, then those rights are transferred to us up to the amount of our cost of repair or replacement. You must protect these rights and, at our request, help us to enforce them.

## 14. Recovered Property

If you recover any Covered Property after loss settlement, you must give us prompt notice. At your option, you may either send us the Covered Property, or keep the Covered Property and return the loss settlement. We will pay expenses to repair the recovered Covered Property, if necessary, subject to the Aggregate Limit.

## STATE SPECIFIC CHANGES - THESE ENDORSEMENT CHANGES THE POLICY. PLEASE READ THEM CAREFULLY.

### MICHIGAN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY

I. The first paragraph in paragraph 1.b. in SECTION A. COVERAGE is replaced by the following: The Master Policyholder may request to insure Covered Property owned or legally possessed by you. Request for coverage is subject to our approval.

II. SECTION F. OUR DUTIES IN EVENT OF LOSS, paragraph 2. Our Options is replaced by the following:

#### 2. Our Options

At our option, we, our Administrator or our Authorized Service Center may repair or replace the Covered Property with substitute parts or provide substitute equipment that:

- d. Is of like kind, quality and functionality; and
- e. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and
- f. May be a different brand, model or color.

III. Section B. EXCLUSIONS, paragraph 6. Dishonest or Criminal Acts is replaced by the following:

#### 6. Dishonest or Criminal Acts

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.

However, this exclusion does not apply to a criminal act without a court or other adjudicatory body convicting an insured of the criminal act that resulted in the loss. Further, this exclusion will not apply to an innocent co-insured who is not convicted of the criminal act that resulted in the loss.

IV. Section F. OUR DUTIES IN EVENT OF LOSS, paragraph 1. When We Repair or Replace is replaced by the following:

#### 1. When We Repair or Replace

If a claim is made, we or our Administrator will notify you of our Administrator's assessment of the claim after we or our Administrator receive all the information requested from you.

Repair or replacement of Covered Property on approved claims will be done within thirty (30) days after receipt of proof of loss and after you, or your designee, have complied with all the terms of this Certificate.

In the event of a claim, the Covered Property will not be upgraded.

V. Section G. ADDITIONAL CONDITIONS, paragraph 3. Cancellation and Nonrenewal is replaced by the following:

#### 3. Cancellation and Nonrenewal

##### h. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

##### i. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

- (1) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud

or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

(2) We may cancel this Certificate upon ten (10) days notice:

- iv. For nonpayment of premium;
- v. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) 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; or
- vi. If you cease to have an active service with your Wireless Service Provider.

#### j. How Notice of Cancellation is Provided

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us or our authorized agent.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

k. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

#### l. Return Premiums, If Any

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

#### m. How We Nonrenew a Certificate

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

#### n. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

VI. Section G. ADDITIONAL CONDITIONS, paragraph 11. Premiums, item b. is replaced by the following:

- b. We will provide the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

### WISCONSIN AMENDATORY ENDORSEMENT

VII. Section B. EXCLUSIONS, paragraph 11. Covered Under Other Insurance is deleted.

VIII. Section B. EXCLUSIONS, paragraph 12. Late Claims is replaced by the following:

#### 12. Late Claims

Claims not reported as required by Section E.3. of this Certificate. However, provided notice is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Certificate, failure to furnish such notice within the time required by this Certificate does not invalidate or reduce a claim unless we are prejudiced thereby and it was reasonably possible to meet the time limit.

IX. Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

**16. Intentional Loss or Damage**

- a. Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.
- b. However, this exclusion will not apply to deny payment to an innocent insured who did not cooperate in or contribute to the creation of the loss if:
  - (1) The loss resulted from an act, or pattern, of abuse or domestic abuse; and
  - (2) The perpetrator of the loss is criminally prosecuted for the act causing the loss.
- c. Any payment made for a loss under paragraph b. above will be limited to the innocent insured's insurable interest in the Covered Property minus any payment first made to any other party with a legal secured interest in the property. We will not pay more than the Limit of Insurance.

X. Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

**3. Cancellation and Nonrenewal**

**a. How You Cancel a Certificate**

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

**b. How We Cancel a Certificate**

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

- (3) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
- (4) We may cancel this Certificate immediately:
  - vii. For nonpayment of premium;
  - viii. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) 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; or
  - ix. If you cease to have an active service with your Wireless Service Provider.

**c. How Notice of Cancellation is Provided**

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the U.S. postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**d. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.**

**e. Return Premiums, If Any**

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

**f. How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the U.S. postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

**g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

XI. Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

**6. Concealment, Misrepresentation or Fraud**

1. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Certificate constitutes grounds for rescission of, or affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:
  - a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
  - b. The facts misrepresented or falsely warranted contribute to the loss.
2. No failure of a condition before a loss and no breach of a promissory warranty constitutes grounds for rescission of, or affects our obligations under this Certificate unless such failure or breach exists at the time of the loss and either:
  - a. Increases the risk at the time of the loss; or
  - b. Contributes to the loss.

XII. Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **a.** is deleted.

XIII. Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

- b. We will provide the Master Policyholder and you with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the U.S. postal service or other commercial mail delivery service. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

XIV. The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)**:

If we make a payment for a loss described in Section **B. EXCLUSIONS**, paragraph **16.b.**, any rights of recovery you may have to recover are transferred to us to the extent of the payment made by us. You may not waive your rights to recover against the perpetrator following the loss.

Our right of recovery of amounts paid under this Certificate is secondary to your right to be fully compensated.

XV. The following is added to Section **G. ADDITIONAL CONDITIONS**:

**OTHER INSURANCE**

Coverage provided under this Certificate shall be excess over any other insurance covering the same loss.

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS. PROBLEMS WITH YOUR INSURANCE?** If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Allstate Insurance Company  
Allstate Insurance Company  
c/o Allstate Protection Plans Customer Service  
600 Harrison Street, Suite 400  
San Francisco, CA 94107  
877-629-0419

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the OFFICE OF THE COMMISSIONER OF INSURANCE at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P. O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103.



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## Mobile Service Contract Terms and Conditions

Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Service Contract.

### 1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the obligor of this Service Contract, CE Care Plan Corp, located at 600 Harrison Street, Suite 400, San Francisco, CA 94107. You may reach Us at 877-629-0419.

“Administrator” shall mean SquareTrade, Inc. located at 600 Harrison Street, Suite 400, San Francisco, CA 94107 with a telephone number: 877-629-0419.

“You”, “Your” shall mean the individual or entity who purchased this Service Contract or the individual or entity to whom this Service Contract was properly transferred in accordance with these Terms and Conditions.

Coverage Amount: Two (2) claims, in a rolling twelve (12) month period. Each claim is subject to a \$2,000 per claim maximum (the “Per Claim Coverage Amount”)

Coverage Start Date: The Coverage Start Date is the date of your enrollment.

Coverage Term or Term: This is the term of coverage You receive under this Service Contract, starting on the Coverage Start Date. The Coverage Term is monthly. You understand and agree that this Agreement will be automatically renewed for successive months on a continuous basis unless You or We terminate this Service Contract.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Service Contract includes optional coverage, such as Accidental Damage (AD) coverage.

Covered Product(s) or Product(s): Means (1) the mobile enabled device owned or leased by you, which is actively registered on the Cellcom’s network, for which airtime has been logged on the Cellcom’s network, and for which the unique identification number (International Mobile Equipment Identity (“IMEI”) on record with us at the time of request for service and (2) the standard battery and the wall charger for the mobile enabled device referred to in (1).

Deductible: The applicable deductible, if any, for claims.

### 2. YOUR RESPONSIBILITIES:

- (A) Purchase the correct SquareTrade Service Contract for Your Product based on condition, price and purchase location from the same retailer from whom You purchased Your Product.
- (B) Retain and provide Us with a complete copy of proof of purchase. You can send Us a digital copy through [allstateprotectionplans.com](http://allstateprotectionplans.com) and We can store it for You, or You can provide such proof of purchase at the time You make a claim.
- (C) Properly maintain, inspect, store, care (including clean) and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your claim will be denied.

### 3. COVERAGES AND TERMS:

This Service Contract will cover the cost of repairs and/or replacements (up to the Per Claim Coverage Amount) of the Product(s) required as a result of a mechanical or electrical failure of the Product(s) during normal usage for the Term of this Service Contract. This Service Contract is inclusive of any manufacturer’s warranty that may exist during the Coverage Term. It does not replace the manufacturer’s warranty but provides certain additional benefits during the term of the manufacturer’s warranty. Replacement parts will be new, rebuilt or non-original manufacturer’s parts that perform to the factory specifications at Our sole option.

This Service Contract provides coverage for failures of Your Product caused by:

- (A) Defects in materials and/or workmanship;
- (B) Damaged or defective buttons or connectivity ports located on Your Product;
- (C) Defective pixels, for which We will match the manufacturer’s warranty for the Term of Your Service Contract. In the absence of a manufacturer’s dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display;
- (D) Dust, internal overheating, internal humidity/condensation;
- (E) Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination;
- (F) Except as otherwise specified, if You were offered and purchased AD as an integral part of Your coverage, it augments Your Service Contract by providing additional protection

for damage from drops, spills and liquid damage associated with the handling and use of Your Product. AD does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of Your Product, cosmetic damage and/or other damage that does not affect the functionality of Your Product, or damage caused during shipment between You and Our service providers.; and

- (G) If You were offered and purchased optional battery coverage on Your Product, Your Service Contract will also include up to one (1) battery repair or replacement during the first two (2) years of the Coverage Term, when the original rechargeable battery is defective as determined by Us in Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery. Battery coverage is only available for Products that are new or manufacturer certified refurbished products.

### 4. WHAT TO DO IF A PRODUCT REQUIRES SERVICE:

File a claim online at [allstateprotectionplans.com/claim](http://allstateprotectionplans.com/claim) or call Us toll-free at 877-629-0419 and explain the problem. We will attempt to troubleshoot the problem You are experiencing. If We cannot resolve the problem, We will service Your Product as described below. Depending on Your Product, We may, at Our discretion, require You to submit additional documentation in order to process Your claim. We recommend that You back up all data on Your Product prior to obtaining service, as repairs to Your Product may result in the deletion of data.

Depending on the Product and failure circumstances, at Our discretion, We will either:

- Repair Your Product (on-site, mail-in or local repair service may be available, in Our discretion).
- Replace Your Product with a product of like kind, quality and functionality (replacement products may be at a lower retail price than Your original Product and may be new or refurbished). or
- Provide a cash settlement or a Gift Card reflecting the replacement cost, as determined by Us, of a product of like kind, quality, functionality, age and functionality (whether new or refurbished) up to the Per Claim Coverage Amount (a “Cash Settlement”).

### 5. LIMIT OF LIABILITY:

Per Claim Limit of Liability: If You have Product(s) covered under this Service Contract, the total amount that We will pay for repairs or replacement made in connection with a single claim that You make pursuant to this Service Contract shall not exceed \$2,000. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Per Claim Coverage Amount, or if We provide a cash settlement(s) reflecting the replacement cost of a new item(s) of like kind, quality and functionality as the Product(s) covered hereunder, then We will have no further obligations with respect to the individual claim.

Total Limit of Liability: If You have Product(s) covered under this Service Contract, Our total limit of liability for repairs, replacement and Cash Settlements made in connection with all claims that You make pursuant to this Service Contract is the earlier of (i) two claims and (ii) \$4,000 in a rolling 12 month period. In the event that We make payments for repairs or replacements and/or provide Cash Settlement(s) for either two claims or which in the aggregate, are equal to or greater than \$4,000., then We will have no further obligations under this Service Contract.

### 6. WHAT IS NOT COVERED:

- (A) Except as otherwise provided, normal wear and tear;
- (B) Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Service Contract;
- (C) Natural flaws or inherent design or manufacturer’s defects;
- (D) Intentional damage;
- (E) Lost, stolen, or irretrievable items;
- (F) Any Product that is fraudulently described or materially misrepresented;
- (G) Secondary or collateral damage;
- (H) Except as otherwise provided, maintenance, service, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use, storage, and operation of the Product in accordance with the manufacturer’s specifications and owner’s manual;



- (I) Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes), or any other force majeure or peril originating from outside the Product;
- (J) Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration, or darkened bodily contact areas;
- (K) Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;
- (L) Damage caused by cleaning methods, products or materials;
- (M) Defects due to the installation, assembly or hookup of Your Product;
- (N) Damage caused by transit, delivery, redelivery, removal, or reinstallation of the Product, or the Product being moved between different locations or into or out of storage, including damage caused by packing or unpacking of the Product;
- (O) Claims made under any improperly or incorrectly purchased Service Contract;
- (P) Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish, or similar conditions;
- (Q) Accidental damage or liquid damage unless AD coverage was offered and purchased as part of Your Service Contract;
- (R) Consumer replaceable or consumable batteries unless battery coverage has been offered and purchased as part of Your Service Contract;
- (S) Product(s) with removed or altered serial numbers;
- (T) Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- (U) Damage to hardware, software and data, or loss of software or data, caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- (V) "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not failures of the Product (e.g. poor cell phone reception);
- (W) Items sold in a private sale (e.g. flea market, yard sale, estate sale, craigslist);
- (X) Any Product that is a demonstration/in-store model, or that is sold "as-is";
- (Y) A Product that is no longer in Your possession;
- (Z) Any failure, damage, repairs or loss that is covered under any other Service Contract, warranty, service plan or insurance.
- (AA) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

## 7. NO LEMON POLICY:

If Your Product has two (2) service repairs completed for the same problem and a third (3<sup>rd</sup>) repair is needed for the same problem within a twelve (12) months of the initial service repair, the Product will be replaced with a comparable product or a cash settlement will be provided. The cost of the replacement will not exceed Your Product's Per Claim Coverage Amount, except that replacements may not, in the aggregate, exceed the Coverage Amount. This no lemon policy is not applicable to problems resulting from AD.

## 8. FREE SHIPPING:

This Service Contract covers all shipping charges to authorized service centers during the Coverage Term, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

## 9. WORLDWIDE SERVICE:

The coverage provided in this Service Contract also applies when You travel outside of the United States. If Your Product needs repair while traveling abroad, You may file a claim online at [allstateprotectionplans.com](http://allstateprotectionplans.com) to obtain a claim authorization number. At that time, You will be instructed on how to proceed to obtain service. Once You have obtained Your claim authorization number, You will need to take Your Product to a service center and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.

## 10. CANCELLATION; TRANSFER:

- (A) You may cancel this Service Contract for any reason at any time. To cancel it, contact us 24 hours a day, 7 days a week by logging in to [allstateprotectionplans.com](http://allstateprotectionplans.com) or contact Us toll-free at 877-629-0419. If your wireless service with Cellcom is terminated or expires for any reason, you will be deemed to have canceled this Service Contract. If You cancel this Service Contract within the first thirty (30) days after purchase of this Service Contract You will receive a 100% refund of the price you paid for this Service

Contract less the cost of any claims made by You. If You cancel after the first thirty (30) days from purchase of this Service Contract, You will receive a pro rata refund of the unearned monthly fee based on the time remaining on Your Service Contract less the cost of any claims made by You.

- (B) **We may cancel this Service Contract (i) immediately on the basis of nonpayment, fraud, or material misrepresentation by You or (ii) for any reason on thirty (30) days' written notice to You.** If We cancel Your Service Contract, You will receive a 100% pro rata refund of the unearned portion of the price You paid for this Service Contract. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. If We cancel this Service Contract for nonpayment then We will provide notice at time of cancellation.
- (C) This Service Contract may not be transferred in any way.

## 11. ARBITRATION:

**Please read this arbitration provision carefully. It affects Your rights.** Most of Your concerns about this Program can be addressed simply by contacting Us at 877-629-0419. In the unlikely event We cannot resolve any disputes, including any claims under the Service Contract, that You or We may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This Service Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this section. This section shall survive the termination of this Service Contract.

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

If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within thirty (30) days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to: SquareTrade, Inc., 600 Harrison Street, Suite 400, San Francisco, CA 94107, Attn: Legal Department. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this section. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

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

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



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

## 12. GUARANTEE:

This is not an insurance policy. Our obligations under this Service Contract are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company, 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Allstate Insurance Company.

## 13. ENTIRE CONTRACT:

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Service Contract sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

### State Variations:

The following state variations shall apply if inconsistent with any other terms and conditions.

**Wisconsin:** The term "Service Contract" in these terms and conditions shall be understood to mean "Service Contract". **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE**

**OFFICE OF THE COMMISSIONER OF INSURANCE.** No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional AD coverage, does not provide coverage for intentional damage and/or pre-existing conditions that occur prior to the Coverage Start Date. Our obligations under this Service Contract are guaranteed under a reimbursement insurance policy issued by Allstate Insurance Company. Allstate Insurance Company is located at 2775 Sanders Rd, Northbrook, Illinois 60062 and You may contact them toll free at 1-800-669-9313. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Allstate Insurance Company. **Arbitration:** The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract. Arbitration is non-binding. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address Our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. **Cancellation:** We shall mail a written notice to You at the last-known address contained in Our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for the cancellation, which may not exceed ten percent (10%) of the provider fee. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider.

SAMPLE