



AT&T

For Service Call: 1-800-228-6075

**Asurion Warranty Protection Services of Florida, LLC.**  
Asurion Warranty Protection Services, LLC.  
Plan Administrators and Service Companies  
Post Office Box 411605  
Kansas City, MO 64141-1605

As used in this Contract, "We", "Us", and "Our" refers to the company obligated under this contract as follows: (1) BellSouth Telecommunications, Inc. d/b/a AT&T Southeast if purchased in Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; (2) Pacific Bell Telephone Company d/b/a AT&T California, if purchased in California (3) Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, if purchased in Oklahoma (4) Asurion Warranty Protection Services of Florida, LLC, if purchased in Florida, or (5) Asurion Warranty Protection Services, LLC if purchased in any other jurisdiction. "You" and "Your" means the individual who purchased this Contract.

#### *Terms & Conditions*

**AT&T Equipment Maintenance Plan.** These Contract terms and conditions together with Your monthly bill ("Bill") from AT&T (the "Contract") govern the Plan, so You should keep this Contract for future reference. If this Contract is purchased in Florida, Your Contract number is provided in Your welcome mailing. If this Contract is purchased in any other jurisdiction, Your AT&T billing telephone number for the Covered Equipment is Your Contract number. Asurion is the Plan administrator.

**Agreement.** You agree to all the provisions of this Contract when You order the Plan and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least 30 days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Plan is available only to customers of AT&T Traditional Residential Telephone Service and only one Plan per residence will be provided. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the section below regarding cancellation.

**Definitions.** (1) "Asurion" means Asurion Warranty Protection Services of Florida, LLC in Florida, and Asurion Warranty Protection Services, LLC in all other jurisdictions or their affiliates, successors or assigns. Asurion is located at P.O. Box 411605, Kansas City, MO 64141-1605. (2) "AT&T" means BellSouth Telecommunications, Inc. d/b/a AT&T Southeast, Pacific Bell Telephone Company d/b/a AT&T California, Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, and their affiliates, successors or assigns, the seller of this contract. The AT&T contact center is located at 500 Chastain Center Blvd., Suite 505, Kennesaw, GA 30144. (3) "AT&T Traditional Residential Telephone Service" means circuit-switched local exchange service, as opposed to Voice over Internet Protocol (VoIP) service. (4) "Operational Failure" means the mechanical or electrical failure of the Registered Item(s) caused by defects in parts or workmanship, normal wear and tear, or power surge. (5) "Registered Item(s)" means the Eligible Equipment You have registered for coverage under this Contract as well as Eligible Equipment which You have not registered ("Unregistered Items"), provided that You comply with additional claims requirements applicable to Unregistered Items. (6) "Eligible Equipment" means (i) modems, routers and gateways purchased from AT&T for use with AT&T High Speed Internet (does not include equipment purchased for use with AT&T U-verse High Speed Internet or AT&T High Speed Internet Direct); and (ii) any one line/two line telephone set or caller ID unit compatible with AT&T Traditional Residential Telephone Service and which You own and use for residential purposes and which is not otherwise excluded from coverage or eligibility by the terms of this Contract. (7) The "Plan" means the equipment service contract program described in this Contract. (8) "Date Issued" means the date Your order is received by Us or Our authorized representative. (9) "Effective Date" is the date thirty (30) days after the Date Issued and is the date coverage begins under this Contract.

**How to Register Your Eligible Equipment at [www.attempt.asurion.com](http://www.attempt.asurion.com).** The Plan covers all Registered Items. Claims for replacement of Unregistered Items are subject to additional claims requirements, as provided in the "To

Obtain Service" section below, so You should register Your Eligible Equipment on the Internet at [www.attempt.asurion.com](http://www.attempt.asurion.com) or call 1-800-228-6075 to register by phone. Only Eligible Equipment may be registered for coverage. No other equipment may be registered. You can add and change Registered Item(s) at any time at [www.attempt.asurion.com](http://www.attempt.asurion.com) or by calling 1-800-228-6075.

**What is Covered.** Coverage for Operational Failures of covered modems, routers and gateways due to defects in parts or workmanship or normal wear and tear commencing after the expiration of the standard warranty. Coverage for other Operational Failures of covered modems, routers and gateways and coverage for Operational Failures of all other Registered Items commencing on the Effective Date. If a Registered Item fails due to an Operational Failure, WE WILL REPLACE IT WITH AN ITEM OF COMPARABLE KIND AND QUALITY. If a Registered Item is a telephone manufactured to work in conjunction with more than one handset, We do not guarantee, and there is no assurance or representation that replacement base units will be expandable by You or that replacement base units or handsets will function with Your existing base units or handsets. If We do not provide a base unit that functions with Your existing handsets, We will, subject to the Annual Limit set forth below, replace Your additional handsets, if any. If We do not provide a handset that functions with Your existing base unit, We will, subject to the Annual Limit set forth below, replace Your base unit and Your additional handsets, if any. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT ITEM WILL BE IDENTICAL TO OR OFFER THE SAME FUNCTIONALITIES AS THE ONE BEING REPLACED. If, in Our sole discretion, a comparable replacement is not available or provision of a replacement is not practical, WE MAY CHOOSE INSTEAD TO REPAIR THE REGISTERED ITEM. We will not repair or replace an answering device whether integrated with an item of Eligible Equipment or not. REPLACEMENT ITEMS WILL BE NEW, REMANUFACTURED, OR REFURBISHED, IN OUR SOLE DISCRETION. Repaired/replaced items automatically become Registered Items but if a repaired or replaced item malfunctions within 90 days of the repair or replacement, We will make the additional, needed repair or replacement, but it will not be charged against Your Annual Limit described below unless You fail to return the malfunctioning repaired or replaced item as directed by Us. YOU HEREBY ASSIGN TO US ALL RIGHTS AND BENEFITS OF ANY MANUFACTURER'S WARRANTY OR OTHER ANCILLARY COVERAGE RELATING TO ANY REGISTERED ITEM WE REPLACE.

**Annual Limit.** We will cover up to, but no more than, \$400 in total retail value of all replacements provided for Your Registered Items during any twelve-month period. We determine, in Our sole discretion, the retail value. We will value a replacement item at its approximate retail value. We will tell You the retail value of a replacement when We complete your claim.

**Contract Period.** Your coverage begins on the Effective Date (30 days after the Date Issued) and shall continue from month-to-month until terminated by You or by Us. Your coverage will remain in effect, according to the Plan and this Contract, for an additional 30 days following any requested termination.

**Charges/Deposit.** You will be billed once each month, one month in advance, on Your Bill from AT&T. Non-return charges, applicable taxes, regulatory surcharges and assessments, if any, will be added to Your Bill. If We do not receive full payment on the due date shown on the Bill, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged. A charge may also be assessed for returned checks.

**What is not Covered.** The Plan does not cover:

(1) incidental or consequential damages; (2) failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; (3) loss, theft, abuse, misuse, improper installation, water damage or customer negligence; (4) pre-existing - Operational Failures or defects that existed with the Registered Item when You submitted it to Us on the Form; (5) malfunctions or limitations of functionality that are due to the original manufacturer's design plan or manufacturing process (as determined in Our sole discretion); (6) routine maintenance and consumable items, such as batteries; (7) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the Registered Item however caused, including, but not limited to, scratches, marring, and cracked displays that do not affect the mechanical or electrical functioning of the Registered Item and (8) Operational Failures of telephones manufactured to work in conjunction with more than one handset except, as provided in the "What is Covered" section above.

Further, the Plan does not cover, and You may not register items of equipment, that are:

(1) Decorative or designer telephone sets, such as football telephone sets, cartoon character telephone sets, and antique telephone sets; (2) Telephone accessories, such as headsets, cords, equipment designed to be used by the physically or hearing impaired, and the like; (3) Answering devices whether stand alone or integrated into an item of Eligible Equipment; (4) Rotary telephones, telephones with 3 or more lines, PBX/Key systems, or any other non-telephone sets or equipment; (5) Modems, routers or gateways that are not purchased from AT&T; (6) DSL equipment other than covered modems, routers or gateways; and (7) network adapters.

**To Obtain Service.** In the event of an Operational Failure to a Registered Item, You may file a claim by calling a service representative at 1-800-228-6075. You must file the claim within 60 days of the Operational Failure. You will have 60 days from when you file the claim to provide any additional information which is necessary to process Your

claim. If Your claim is approved, We will provide the replacement item by mail within 10 business days. If You do not accept delivery of the replacement item within 60 days of mailing, Your claim will be closed. Items approved for replacement must be retained by You until Your claim is completed, and You may be required to return them to Us at Our expense. If you fail to return the item being replaced as directed, the value of the replacement item may be included on Your Bill as a non-return charge. In the event of an Operational Failure to an Unregistered Item, You may follow the same procedure applicable to Registered Items, however, We may require, prior to processing Your claim, that You return the Unregistered Item to us at Your expense and/or provide proof of Your purchase of the Unregistered Item prior to the time at which You filed the claim.

**Cancellation.** You may cancel this Contract within 20 days from Your receipt of this Contract, by returning it to Us or providing written notice to Us at AT&T Inc., 304 Pine Avenue, Albany, GA 31701. You will then receive a refund or credit on Your Bill for the Full Contract price paid. You may also cancel this Contract at any other time by surrendering it or providing written notice to Us at the address listed in this Contract. This Contract may be canceled by You or by Us for any reason, at any time. If You or We cancel this Contract, You shall receive a refund of 100% of the pro-rata unearned portion of the Contract price paid, if any, based on elapsed time through the last day of service eligibility. In Alabama, Arkansas, California, Missouri, Nevada, South Carolina and Texas, any such refund owed and not paid or credited within 45 days of return of the Contract to Us shall include a 10% penalty per month. If You fail to make any monthly payment for this Contract or any charge provided for in this Contract, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuation of Your AT&T residential telephone service for any reason constitutes cancellation of the Plan 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 AT&T with respect to the Plan or the services provided by Asurion or AT&T hereunder Asurion or AT&T AGGREGATE RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Asurion OR AT&T PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR AT&T BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF Asurion OR AT&T HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR AT&T PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, Asurion AND AT&T HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY Asurion OR AT&T, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Arbitration.** All disagreements and disputes between You and Asurion or AT&T, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the terms of the Arbitration Agreement Addendum attached to this Contract. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims.

**Force Majeure (Extraordinary Event).** 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 Plan immediately.

**Prohibitions on Transfer and Abuse of the Plan.** This Plan is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Equipment owned by anyone other than You may not be made a Registered Item. Any abuse of the Plan by You, including but not limited to seeking replacement of a Registered Item not belonging to You, may result in termination of the Plan upon notice.

**Transfer.** This Contract is non-transferable by You to any other person.

**Deductible.** This Contract does not require You to pay a deductible.

**Insurance.** This Contract is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by The Continental Insurance Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If We fail to act on Your claim within 60 days, You may contact The Continental Insurance Company directly at 1-800-831-4262.

**State specific provisions:** Terms and conditions vary for AT&T customers purchasing in some jurisdictions as set forth in this Contract.

**In Alabama:** If We cancel this Contract for any reason other than Your nonpayment of any portion of the Contract price or a material misrepresentation by You relating to a Registered Item or its use, We will mail You, at Your last address listed in Our records, written notice at least 5 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

**In Arkansas:** If We cancel this Contract for any reason other than Your nonpayment of any portion of the Contract price or a material misrepresentation by You relating to Us or a substantial breach of duties by You relating to a Registered Item or

its use, We will mail You, at Your last address listed in Our records, written notice at least 15 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.

**In California:** The Cancellation provision of this Contract is amended to provide that You may cancel this Contract within 30 days from Your receipt of this Contract, by returning it to Us or providing written notice to Us at AT&T Inc., 304 Pine Avenue, Albany, GA 31701. You will then receive a refund or credit on Your Bill for the full Contract price paid. The Arbitration provision contained herein does not prohibit a California resident from following the process to resolve complaints as outlined in the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, Suite A, North Highlands, California 95660, or You may visit their website at [www. Bear.ca.gov](http://www.Bear.ca.gov).

**In Florida:** With respect to Florida residents, the Arbitration provision of this Contract is amended to provide that the Arbitrator's decision and award shall be non-binding on You and on Us. No suit shall be commenced in a federal, state, or local court until such time as both You and We first address our disagreement in an arbitration proceeding pursuant to the Arbitration provision of this Contract. The To Obtain Service provision of this Contract is amended to provide that You must file the claim within 90 days of the Operational Failure.

**In Georgia:** We may not cancel this Contract before the expiration of the monthly contract term except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. Cancellation will comply with section 33-24-44 of the Code of Georgia. The Arbitration provision of this Contract is amended to provide that the Arbitrator's decision and award shall be non-binding on You and on Us. No suit shall be commenced in a federal, state, or local court until such time as both You and We first address our disagreement in an arbitration proceeding pursuant to the Arbitration provision of this Contract. Subsection (4) of the What is Not Covered provision above is replaced with the following: "pre-existing Operational Failures known to you, of the Covered Equipment occurring before the time it was established as the Covered Equipment."

**In Illinois -** The Cancellation provision of this Contract is amended to provide that You may cancel this Contract within 30 days from Your receipt of this Contract, by returning it to Us or providing written notice to Us at AT&T Inc., 304 Pine Avenue, Albany, GA 31701. You will then receive a refund or credit on Your Bill for the Full Contract price paid.

**In Nevada:** If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the Date Issued which substantially and materially increases the service required under this Contract; or 5) any material change in the nature or extent of the required service occurs after the Date Issued and causes the required service to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the first 30 days following receipt is not transferable and applies only to the original Contract purchaser.

**In North Carolina:** You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Registered Items. We may not cancel this Contract before the expiration of the monthly contract 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.

**In South Carolina:** If We cancel this Contract for any reason other than Your nonpayment of any portion of the Contract price or a material misrepresentation by You relating to Us or a substantial breach of duties by You relating to a Registered Item or its use, We will mail You, at Your last address listed in Our records, written notice at least 15 days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180.

**In Texas:** Any questions concerning the regulation of Us under this Contract or any unresolved complaints may be directed to the Texas Department of Licensing and Regulations - P.O. Box 12157 Austin, Texas 78711 or (512) 463-6599.

**In Wisconsin:** THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In order to obtain the replacement coverage, You must call 1-800-228-6075 within 1 year of the date Your product first fails to operate. There is no administrator for this Contract in Wisconsin. The Arbitration provision of this Contract is deleted. You may, however, at Your option, request Us to arbitrate Your claim pursuant to the procedures set forth in the Arbitration provision of this Contract.

## Arbitration Agreement Addendum

**Summary of Arbitration Agreement Addendum (which is set forth below in detail):** Most customer concerns can be resolved quickly and to the customer's satisfaction by calling 1-800-228-6075. **In the unlikely event that the service representative is unable to resolve a complaint You may have to your satisfaction (or if We have not been able to resolve a dispute We have with You after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Arbitration Agreement Addendum will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees from Us to at least the same extent as You would be in court. In addition, under certain circumstances (as explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

### Arbitration Agreement Addendum:

a. We and You agree to arbitrate **all disputes and claims** between us. This Arbitration Agreement Addendum is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Contract (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
- claims that may arise after the termination of this Contract.

In this Arbitration Agreement Addendum, references to "We," "Us," "Our," "You," and "Your" include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior Contracts between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action.** This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement Addendum. This Arbitration Agreement Addendum shall survive termination of this Contract.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222. Attn: Customer Arbitration ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled.

You may download or copy a form notice and a form to initiate arbitration from here:

[www.phoneclaim.com/atopportunities](http://www.phoneclaim.com/atopportunities)

c. After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If You are unable to pay this fee, We will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for \$10,000 or less, We agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected; then We will:

- pay You the amount of the award or \$10,000 ("Alternative Payment"), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("Attorney Premium").

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes: (1) at any time during the proceeding as to the payment and reimbursement of fees and expenses, and (2) upon request from either party made within fourteen (14) days after the arbitrator's ruling on the merits as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney Premium.

e. The right to attorneys' fees and expenses discussed in this Arbitration Agreement Addendum supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if We prevail in an arbitration, We agree that We will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this Arbitration Agreement Addendum shall be null and void.

g. Notwithstanding any provision in this Contract to the contrary, You agree that if We make any change to this Arbitration Agreement Addendum (other than a change to the Notice Address) during the period of time that the Contract is in effect, You may reject any such change by sending Us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.