



# AppleCare+ with Theft and Loss

Thank you for buying AppleCare+ with Theft and Loss, an insurance coverage underwritten by American Bankers Insurance Company (“ABIC”) with its administrative office at 11222 Quail Roost Drive, Miami, FL 33157-6596 (305.253.2244). Apple has agreed with ABIC to be the exclusive provider of all services and replacement devices to you under AppleCare+ with Theft and Loss. Throughout this Notice of Coverage<sup>2</sup>, the terms “we”, “our” and “us” refer to both ABIC and Apple, as applicable.

We agree to provide you insurance coverage pursuant to the terms and conditions in the Policy<sup>1</sup> and as reflected in this document (the “Plan”), your proof of coverage (“Proof of Coverage”), and your receipt. With the purchase of your new iPhone, you are eligible for coverage under the Policy as outlined below. Information about your coverage effective date, term, premium cost, and Covered Device is included in your Proof of Coverage or receipt. Your Proof of Coverage will be provided to you at or around the time of purchase or sent to you automatically thereafter. If you purchased your Plan from Apple, you may obtain a copy of your Proof of Coverage by following the instructions and entering your Covered Device’s serial number at [mysupport.apple.com/products](https://mysupport.apple.com/products).

## 1. The Plan

This Plan governs the coverage paid for by you provided to you and on either a one-time basis (“Single Pay”) or a monthly basis (“Monthly Pay”). The Plan covers the Apple-branded iPhone and the Apple-branded accessories contained in its original packaging (“Covered Device”) listed on your Proof of Coverage or any replacement device provided by the manufacturer or us under this Plan.

## 2. When Coverage Begins and Ends

Coverage begins when you purchase the Plan. The “Plan Term” means the date your Plan begins and, unless cancelled, ends as indicated in your Proof of Coverage. If you purchased the Plan on a Monthly Pay basis, you agree to let us charge your credit card each month for the applicable premium to continue your coverage.

## 3. What is Covered?

### 3.1 Hardware Coverage

If you submit a valid claim by notifying us that a defect in materials and workmanship has arisen in the Covered Device or the capacity of the Covered Device’s battery to hold an electrical charge is less than eighty percent (80%) of its original specifications (“Hardware Coverage”), we will either:

- (a) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability; or
- (b) exchange the Covered Device, with a replacement product that is new or equivalent to new in performance and reliability.

All replacement products provided under this Plan will be at a minimum functionally equivalent to the original product. If we exchange the Covered Device, the original product becomes our property and the replacement product is your property, with coverage effective for the remaining period of the Plan Term.

Your Hardware Coverage starts on the expiration of the underlying limited warranty provided by the manufacturer.

### 3.2 Accidental Damage from Handling Coverage

If you submit a valid claim notifying us that the Covered Device failed due to accidental damage from handling (“ADH”), we will, subject to payment of the applicable deductible described below, either:

- (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability; or
- (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability (each occurrence, either repair or exchange, is individually a “Service Event”).

ADH coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g., drops and damage caused by liquid contact) that arises from your normal daily usage of the Covered Device.

ADH coverage does not include:

- (a) protection against normal wear and tear, theft, misplacement, damages caused by reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device, or
- (b) protection against any other act or result not covered by the Plan, as described in Section 4.2 below.

You will pay the following ADH coverage deductible per Service Event:

<u>Covered Device</u>	<u>Screen-only ADH Claims</u>	<u>All Other ADH Claims</u>
iPhone 8, 7, 6s	\$29	\$99
iPhone XR, 8 Plus, 7 Plus, 6s Plus	\$29	\$99
iPhone XS, XS Max, X	\$29	\$99

For iPhone Screen-only ADH Claims, the Covered Device must have no additional damage beyond the screen damage, including, but not limited to, a bent or dented enclosure, that would prevent us from replacing the screen on the Covered Device. A Covered Device with additional damage will be charged the deductible for All Other ADH Claims.

Installation of third party parts may affect your coverage. As a condition of receiving Hardware or ADH Services, all Covered Equipment must be returned to us in its entirety including all original parts or Apple-authorized replacement components.

### 3.3 Technical Support

During the Plan Term, we will provide you with access to telephone and web-based Technical Support resources (“Technical Support”). Your Technical Support starts on expiration of the complimentary technical support provided by the manufacturer. Technical Support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when Hardware Coverage is required or ADH coverage may be applicable. We will provide support for the then-current version of the supported software and the prior Major Release. For purposes of this section, the term “Major Release” means a significant version of software that is commercially released by the manufacturer in a release number format such as “1.0” or “2.0” and which is not in beta or pre-release form.

### 3.4 Scope of Technical Support

We will provide Technical Support for the following:

- (i) Covered Device,
- (ii) Operating system (“OS”) and software applications that are pre-installed with the Covered Device (“Consumer Software”);
- (iii) Apple-branded software applications that are designed to operate with the Covered Device, including but not limited to Pages, Numbers, Keynote, Photos, iMovies, and Garageband (also referred to as “Consumer Software”); and
- (iv) Connectivity issues between the Covered Device and a computer that meets the Covered Device’s connectivity specifications and runs an operating system supported by the Covered Device.

### 3.5 Lost and Stolen Coverage

We will, subject to payment of the applicable deductible, replace a Covered Device that is lost or stolen (coverage for “Lost” and “Stolen” devices, respectively). You must submit a valid claim by notifying us that (i) your Covered Device disappeared without your knowledge, or, (ii) was taken unlawfully without your consent. We will replace the Covered Device with a replacement product that is new or equivalent to new in performance and reliability (each occurrence, either Lost or Stolen, is individually, a “Service Event”).

**For your claim to be eligible for coverage, you must have Find my iPhone switched on prior to the device being lost or stolen.**

The original product becomes our property and the replacement product is your property, with coverage effective for the remaining period of the Plan Term. As part of the claim process, you may be asked to access your iCloud account to place your device in Lost Mode, erase your device and/or otherwise disable your device.

You will pay the following Lost or Stolen coverage deductibles per Service Event:

<u>Covered Device</u>	<u>Lost</u>	<u>Stolen</u>
iPhone 8, 7, 6s	\$199	\$199
iPhone XR, 8 Plus, 7 Plus, 6s Plus	\$229	\$229
iPhone Xs, Xs Max, X	\$269	\$269

### 3.6 End of Coverage Eligibility.

Each repair or replacement service provided pursuant to the ADH or Lost and Stolen coverages constitutes a “Service Event”. Our obligations to you under sections 3.2 and 3.5 will be fulfilled in their entirety before the end of the Plan Term when we, as a result of ADH, Lost, or Stolen claims, have provided to you two (2) Service Events under the plan. There are no Service Event limits for Hardware Coverage.

## 4. What is not Covered?

### 4.1 Coverage Area

We may restrict your coverage benefit to the country where the Covered Device was originally purchased subject to section 6.2.

### 4.2 Hardware Coverage, ADH, and Lost and Stolen Coverages

- (i) The Plan does not apply to installation, removal or disposal of the Covered Device, or provision of equipment while the Covered Device is being serviced.
- (ii) The Plan does not apply to a product that is not the Covered Device, or to damage to the Covered Device caused by (a) abuse, misuse, fire, Acts of God, or other external causes except as described in section 3.2 above; (b) operating the Covered Device outside the permitted or intended uses described by the manufacturer; or (c) service performed by anyone who is not our assigned authorized servicer.
- (iii) The Plan does not apply to a product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer.
- (iv) This Plan only applies to the Covered Device returned to us in its entirety for Hardware Coverage or ADH Service Events.
- (v) The Plan does not apply to cosmetic damage to the Covered Device, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Device.
- (vi) The Plan does not apply to preventative maintenance on the Covered Device.

(vii) The Plan does not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the Covered Device, depreciation, or obsolescence.

(viii) The Plan does not apply to a pre-existing condition if you purchased the Plan after you purchased the Covered Device.

(ix) The Plan does not apply to intentional and/or dishonest acts by you, or anyone else with an interest in the Covered Device or anyone entrusted with the Covered Device.

(x) The Plan does not apply to voluntary parting with the Covered Device by you or anyone entrusted with the Covered Device, including if induced to do so by any fraudulent scheme, trick, device or false pretense.

(xi) This Plan does not apply to illegal trade or confiscation by any governmental authority.

**Important: Neither you nor anyone entrusted with the Covered Device shall open the Covered Device as damage caused by opening the equipment is not covered by this Plan. Only an Apple authorized servicer should perform service on the Covered Device. Opening the Covered Device, or permitting an unauthorized servicer to open the Covered Device, constitutes intentional damage to Covered Device and compromises its physical integrity, and any subsequent damages to the device will be deemed a consequence of such impermissible actions, and not covered by this Plan.**

#### 4.3 Technical Support

(i) The Plan does not include Technical Support for your use of the OS and Consumer Software as server-based applications.

(ii) The Plan does not include Technical Support for issues that could be resolved by upgrading software to the then current version.

(iii) The Plan does not include Technical Support for third-party products or their effects on or interactions with the Covered Device, the OS or Consumer Software.

(iv) The Plan does not include Technical Support for your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Device.

(v) The Plan does not include Technical Support for the manufacturer's software other than the OS or Consumer Software, as covered under the Plan.

(vi) The Plan does not include Technical Support for OS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software, and

(vii) The Plan does not include Technical Support for damage to, or loss of any software or data that was residing or recorded on the Covered Device. The Plan does not cover the recovery or reinstallation of software programs and user data.

### 5. How to Obtain Service and Support?

You may obtain service, by accessing the Apple website ([support.apple.com/country-selector](http://support.apple.com/country-selector)) or calling 800-APL-CARE (800-275-2273). You may be required to provide us the Plan Agreement Number, as identified on your Proof of Coverage, or the Covered Device serial number. You need to keep your Proof of Coverage document and the original sales receipt for your Covered Device and your Plan, as they will be required if there is any question as to coverage on a device.

### 6. Service Options

6.1 We will provide service for your Covered Device through one or more of these options:

(i) Carry-in service. Carry-in service is available for most Covered Devices. Return the Covered Device to an Apple Store or authorized service provider assigned by us that offers carry-in service. Service will be performed for you at the store or the store may send the Covered Device to an Apple repair service (“ARS”) site for service. Once we notify you that service is complete, you promptly will retrieve the Covered Device.

(ii) Mail-in service. Direct mail-in service is available for most Covered Devices. If we determine that your Covered Device is eligible for mail-in service, we will send you a prepaid waybill (and, if needed, packaging material) and you must ship the Covered Device to an ARS site according to our instructions. Once service is complete, the ARS site will return the Covered Device to you. We will pay for shipping to and from your location if you follow all instructions.

(iii) Express Replacement Service (“ERS”). ERS is available for certain Covered Devices. ERS is not available for Screen-only ADH Claims. If ERS is available, the following process will apply:

(a) Service where we require you to return the claimed product or part. We may require a credit card authorization to serve as security for the retail price of the replacement Covered Device or part and applicable shipping costs. If you are not able to provide credit card authorization, service may not be available to you and we will offer an alternative arrangement for service. We will ship a replacement product or part to you with installation instructions, if applicable, and any requirements for the return of the claimed product or part. If you follow the instructions, we will cancel the credit card authorization, so you will not be charged for the replacement product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed or return a replaced product or part that is ineligible for service, we will charge the credit card for the authorized amount.

(b) Service where we do not require you to return the replaced product or part. We will ship you free of charge a replacement product accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced product.

(c) We are not responsible for any additional costs you incur with respect to ERS outside of the provisions in this Plan. Should you require further assistance, you should contact us at the telephone number listed above.

6.2 We reserve the right to change the method by which we may provide repair or replacement service to you, and your Covered Device’s eligibility to receive a particular method of service. Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary according to country. If service is not available for the Covered Device in a country that is not the country of purchase, you may be responsible for transporting the Covered Device to or from the country of purchase for this Plan benefit. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, we may repair or exchange products and parts with comparable products and parts that comply with local standards.

## 7. Your Responsibilities

To receive service or support under the Plan, you must comply with each of the terms listed below.

(i) You will report all claims promptly. This Plan covers only those claims reported within thirty (30) days from the date of loss.

(ii) You will provide your Plan Agreement Number and a copy of your Plan’s original proof of purchase, if requested to confirm coverage.

(iii) You will provide information about the symptoms and causes of the issues with the Covered Device or the details surrounding its disappearance.

(iv) You will respond to requests for information, including but not limited to the Covered Device’s serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Device, any error messages displayed, the actions which were taken before the Covered Device experienced the issue and the steps taken to resolve the issue.

(v) You will follow the instructions we give you, including but not limited to logging into your iCloud account to place your device in Lost Mode, erase your device and/or disable your device (for Lost and Stolen Service Events), refraining from sending us products and accessories that are not subject to repair or replacement service and packing the Covered Device in accordance with shipping instructions (for Hardware Coverage and ADH Service Events).

(vi) You will update software to currently published releases prior to seeking service.

(vii) You will make sure to back up software and data residing on the Covered Device. DURING HARDWARE SERVICE, WE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. We will return Your Covered Device or provide a replacement as the Covered Device was originally configured, subject to applicable updates. We may install OS updates as part of hardware service that will prevent the Covered Device from reverting to an earlier version of the OS. Third party applications installed on the Covered Device may not be compatible or work with the Covered Device as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

(viii) You will not open the device, nor will you permit any service provider not authorized by Apple to open the device.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, AS WELL AS OUR EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED DEVICE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR LIMIT OF LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. WE SPECIFICALLY DO NOT WARRANT THAT (i) WE WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA; (ii) WE WILL MAINTAIN THE CONFIDENTIALITY OF DATA; OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

## **9. Cancellation**

### **9.1 Single Pay Plans**

You may cancel this Plan at any time for any reason. If you purchased a Single Pay Plan, coverage under the Plan will terminate on the earlier of the date of the Policy cancellation, the date you or we cancel the Plan, the end of your Plan Term, or, when applicable, your loan that paid the premium for this Plan is in default (as defined by the lending agreement between the Creditor and the Borrower).

To cancel this Plan, you may call Apple at 800-APL-CARE (800-275-2273) or send notice with your Plan Agreement Number to Apple. Hard copy cancellations should be sent to Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., or [agmts\\_transfer@apple.com](mailto:agmts_transfer@apple.com). You may be asked to provide a copy of the Plan's original Proof of Coverage, proof of purchase, or receipt to assist in handling your request.

Cancellation refunds will be provided as follows:

(i) If you cancel within the first thirty (30) days of the Plan's effective date, you will receive a full refund of any premium paid less the value of any benefits provided under the Plan.

(ii) If You cancel more than thirty (30) days after the Plan's effective date, you will receive a pro rata refund of any premium paid less the value of any benefits provided under the Plan.

(iii) If you finance the Plan premium and subsequently default on your loan, we will pay any refund due to the Creditor for credit to your account rather than paying the refund to you.

Unless applicable local law provides otherwise, we may cancel this Plan by mailing or delivering written notice stating the reason for cancellation to your mailing or electronic address last known to us, including the effective date of cancellation at least (i) thirty (30) days prior to the effective date if this Plan has been in effect for sixty (60) days or less; or (ii) sixty (60) days prior to the effective date if this Plan has been in effect for more than sixty (60) days. If we cancel, proof of mailing or electronic communication will be sufficient proof of notice.

If this Plan has been in effect for more than sixty (60) days, we may cancel only for one or more of the following reasons: (i) nonpayment of Plan premium by you; (ii) if this Plan was obtained by misrepresentation or fraud; (iii) any act which measurably increases the risk originally accepted; (iv) you violate any terms and conditions of this Plan; or (v) a determination by the Director of the State Department of Insurance that the continuation of this Plan could place us in violation of the insurance laws of this state.

## 9.2 Monthly Pay Plans

You may cancel this Plan at any time for any reason. If you purchased a Monthly Pay Plan, coverage under the Plan will terminate on the earlier of the date of the Policy cancellation, the date you or we cancel the Plan, or the end of your Plan Term.

If you purchased the Plan from any seller other than Apple (“Reseller”), contact the Reseller to cancel your Plan. If you purchased a Monthly Pay Plan from Apple, you may cancel by calling Apple by telephone at 800-APL-CARE (800-275-2273) or by sending notice with your Plan Agreement Number and original proof of purchase to Apple. Hard copy cancellations should be sent to Agreement Administration, MS:217-AC, 2511 Laguna Blvd., Elk Grove, CA 95758, U.S., or [agmts\\_transfer@apple.com](mailto:agmts_transfer@apple.com). If you cancel this Plan and already made advance payments, you may request the current cancellation date or defer the cancellation date until midnight of the last day of the month for which premium has been paid. Unless applicable local law provides otherwise, your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan consistent with the schedule described in this section.

Cancellation refunds will be provided as follows:

- (i) If you cancel within the first thirty (30) days of the Plan’s effective date, you will receive a full refund of any premium paid, less the value of any benefits provided.
- (ii) If you cancel more than first thirty (30) days after the Plan’s effective date, you will receive a pro rata refund of any premium paid less the value of any benefits provided under the Plan. If you elect to defer cancellation until midnight of the last day of the month for which premium was paid, no refund will be given.

Unless applicable local law provides otherwise, we may cancel this Plan by mailing or delivering written notice stating the reason for cancellation to your mailing or electronic address last known to us, including the effective date of cancellation at least (i) thirty (30) days prior to the effective date if this Plan has been in effect for sixty (60) days or less; or (ii) sixty (60) days prior to the effective date if this Plan has been in effect for more than sixty (60) days. If we cancel, proof of mailing or electronic communication will be sufficient proof of notice.

If this Plan has been in effect for more than sixty (60) days, we may cancel only for one or more of the following reasons: (i) nonpayment of Plan premium by you; (ii) if this Plan was obtained by misrepresentation or fraud; (iii) any act which measurably increases the risk originally accepted; (iv) you violate any terms and conditions of this Plan; or (v) a determination by the Director of the State Department of Insurance that the continuation of this Plan could place us in violation of the insurance laws of this state.

## 9.3 Effect of Cancellation

Upon the effective date of your Plan cancellation, any outstanding obligations to you under this Plan are fully extinguished.

## 10. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights and remaining benefits, including any right to a refund, under the Plan to another party, provided that: (a) you provide to the other party the Covered Device, the original proof of purchase, your Proof of Coverage, and this Notice of Coverage; (b) you notify us of the transfer by sending, e-mailing notice of transfer to Apple, ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd., Elk Grove, CA 95758, or [agmts\\_transfer@apple.com](mailto:agmts_transfer@apple.com), respectively, and (c) the other party accepts the terms of this Notice of Coverage and any remaining benefits under this Plan. When notifying us of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Device, the date of the transfer, and the name, address, telephone number and email address of the new Product Owner. The new Product Owner will be entitled to any remaining benefits for the Covered Device under the Plan as of the transfer date.

## 11. General Terms

(i) We may subcontract or assign performance of our obligations to third parties, including Apple, the manufacturer of your Covered Device, but shall not be relieved of our obligations to you in doing so.

(ii) We are not responsible for any failures or delays in performing under the Plan that are due to events outside our or our authorized servicer's reasonable control.

(iii) You are not required to perform preventative maintenance on the Covered Device to receive service under the Plan.

(iv) This Plan will be offered and valid only in the fifty states of the United States of America and the District of Columbia. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all states, and is not available where prohibited by law.

(v) In carrying out our obligations we may, at our discretion and solely for the purpose of monitoring the quality of our response, record part or all of the calls between you and us.

(vi) You agree that any information or data disclosed to us under this Plan is not confidential or proprietary to you. Furthermore, you agree that we may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with our Privacy Policy.

(vii) The Plan documents originally issued will remain in effect unless revised documents are issued to you. We retain the right to revise the plan at any time and adjust the coverage terms including the premium and the deductible. In the event of a material change, you will be provided thirty (30) days advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in premiums, coverage terms or the deductible, you will be bound by those changes.

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

(ix) We agree that any terms of this Plan not in compliance with applicable law are conformed to comply with such laws. If any portions of this Plan are deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Plan.

(x) The laws of the jurisdiction where the Plan was purchased govern the interpretation of this Plan.

(xi) No legal action may be brought against us unless there has been full compliance with all terms and conditions of this Plan and the action is brought within two (2) years after you have knowledge of the loss.

(xii) Waiver or Change of Policy Provisions: A waiver or change of a provision to the Policy or any Notice of Coverage issued thereunder must be in writing by us to be valid.

(xiii) Other Insurance: This Plan and any issued Notice of Coverage provide primary coverage in the event any Covered Device is insured under any other insurance policy.



## 12. ARBITRATION

Read the Following Arbitration Provision (“Provision”) Carefully. It Limits Certain Of Your Rights, Including Your Right To A Jury Trial And To Obtain Redress Through Courts.

As used in this Arbitration Provision, “you” and “your” mean the policyholder or policyholders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. “We” and “us” mean American Bankers Insurance Company.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Notice of Coverage or any prior Policy or Notice of Coverage issued by us to you, (2) Any credit, loan or purchase transaction in connection with which this Policy or Notice of Coverage or any prior Policy or Notice of Coverage was issued by us to you, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Notice of Coverage (“Claim”), shall be resolved by binding arbitration before a single arbitrator. Unless you and we mutually agree on an alternative, the arbitration will take place in the county and state where you live. All arbitrations shall be administered by the American Arbitration Association (“AAA”) in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any inconsistency between the AAA’s Rules and this Provision. You may obtain a copy of the AAA’s Rules by calling (800) 778-7879. Upon written request, we will advance to you either all or part of the fees of the AAA and of the arbitrator after you have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether you or we will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision, except that in no event shall this Arbitration Provision be amended or construed to permit arbitration on behalf of a group or class. For the purpose of this Arbitration Provision, American Bankers Insurance Company shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Bankers Insurance Company, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on you and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Policy or Notice of Coverage.

No Class Actions/No Joinder of Parties: You agree that any arbitration proceeding will only consider your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your claims. You also agree that you will not join with others to bring claims in the same arbitration proceeding unless all such persons are named on your Policy or Notice of Coverage.

You and we Understand and agree that because of this arbitration PROVISION neither you nor WE will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

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<sup>1</sup>Coverage under this Plan is provided under an Individual Policy (“Policy”) issued to AppleCare Service Company, Inc.. A copy of the Individual Policy is available for your inspection by contacting us at: 800-APL-CARE (800-275-2273).

<sup>2</sup> This Notice of Coverage provides a description of the insurance policy. Please read and retain for your records. This document is not an insurance policy and does not affirmatively or negatively amend, extend or alter coverage under the Insurance Policy. Only the actual Insurance Policy, issued to AppleCare Service Company, Inc. (the “Policyholder”), dictates the coverage.



# AppleCare+ with Theft and Loss

## MONTANA STATE DISCLOSURE

Under **3. What is Covered?**, 3.6 End of Coverage Eligibility, the paragraph is revised to read as follows:

Each repair or replacement service provided pursuant to the ADH or Lost and Stolen coverages constitutes a "Service Event". Our obligations to you under sections 3.2 and 3.5 will be fulfilled in their entirety when we, as a result of ADH, Lost, or Stolen claims, have provided to you two (2) Service Events under the Plan. There are no Service Event limits for Hardware Coverage.

Under **8. Limitation of Liability** is deleted in its entirety.

Under **9. Cancellation**, 9.1 Single Pay Plans, the first paragraph is revised to read as follows:

You may cancel this Plan at any time for any reason. If you purchased a Single Pay Plan, coverage under the Plan will terminate on the earlier of the date of the Policy cancellation, the date you or we cancel the Plan, the end of your Plan Term, or, when applicable, notice by you or your Creditor that your loan that paid the premium for this Plan is in default.

Under **9. Cancellation**, 9.1 Single Pay Plans, the third paragraph is revised to read as follows:  
Cancellation refunds will be provided as follows:

(i) If you cancel within the first thirty (30) days of the Plan's effective date, you will receive a full refund of any premium paid less the value of any benefits provided under the Plan.

(ii) If you cancel more than thirty (30) days after the Plan's effective date, you will receive a pro rata refund of any premium paid less the value of any benefits provided under the Plan.

(iii) If you finance the Plan premium and subsequently default on your loan, we will pay any refund due to the Creditor for credit to your account rather than paying the refund to you if we receive notice of default of your loan. Coverage under this Plan will remain in effect until notice of default is received by us.

Under **9. Cancellation**, 9.1 Single Pay Plans, the fourth paragraph is revised to read as follows:

Unless applicable local law provides otherwise, we may cancel this Plan by mailing or delivering written notice stating the reason for cancellation to your mailing or electronic address last known to us, including the effective date of cancellation at least (i) ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or (ii) forty-five (45) days before the effective date of cancellation if we cancel for any other reason. If we cancel, proof of mailing or electronic communication will be sufficient proof of notice.

Under **9. Cancellation**, 9.1 Single Pay Plans the fifth paragraph is deleted and replaced with the following:

If this Plan has been in effect for more than sixty (60) days, we may cancel only for one or more of the following reasons: (i) nonpayment of the Plan premium by you; (ii) material misrepresentation; (iii) substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk when the Plan was written; (iv) substantial breaches of contractual duties, conditions, or warranties; (v) determination by the Commissioner that continuation of this Plan would place us in violation of the Code of Montana; (vi) our financial impairment; or (vii) any other reason approved by the Commissioner.

Under **9. Cancellation**, 9.2 Monthly Pay Plans, the third paragraph is revised to read as follows:  
Cancellation refunds will be provided as follows:

(i) If you cancel within the first thirty (30) days of the Plan's effective date, you will receive a full refund of any premium paid.

(ii) If you cancel more than thirty (30) days after the Plan's effective date, you will receive a pro rata refund of any unearned premium paid under the Plan. If you elect to defer cancellation until midnight of the last day of the month for which premium was paid, no refund will be given.

Under **9. Cancellation**, 9.2 Monthly Pay Plans, the fourth paragraph is revised to read as follows:

Unless applicable local law provides otherwise, we may cancel this Plan by mailing or delivering written notice stating the reason for cancellation to your mailing or electronic address last known to us, including the effective date of cancellation at least (i) ten (10) days

before the effective date of cancellation if we cancel for nonpayment of premium; or (ii) forty-five (45) days before the effective date of cancellation if we cancel for any other reason. If we cancel, proof of mailing or electronic communication will be sufficient proof of notice.

Under **9. Cancellation**, 9.2 Monthly Pay Plans, the fifth paragraph is deleted and replaced with the following:

If this Plan has been in effect for more than sixty (60) days, we may cancel only for one or more of the following reasons: (i) nonpayment of the Plan premium by you; (ii) material misrepresentation; (iii) substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk when the Plan was written; (iv) substantial breaches of contractual duties, conditions, or warranties; (v) determination by the Commissioner that continuation of this Plan would place us in violation of the Code of Montana; (vi) our financial impairment; or (vii) any other reason approved by the Commissioner.

Under **9. Cancellation**, 9.2 Monthly Pay Plans, the following statement is added:

Coverage will continue until cancelled per this section.

**12. ARBITRATION** is deleted and replaced with the following:

**12. Appraisal:**

If you and we fail to agree on the value of the Covered Device or the means or satisfaction of loss, either party may make written demand for an appraisal on such value of the Covered Device or the means or satisfaction of loss. If demand for an appraisal is requested, each party shall select a competent and disinterested appraiser within twenty (20) days from the date of the written demand. The appraisers will then select an umpire. In the event the appraisers cannot agree on an umpire, they may request that the selection of the umpire be made by a judge of a court having jurisdiction. Each appraiser will determine the value of the Covered Device or the means or satisfaction of loss. If the determinations made by the appraisers are not the same, then each appraiser will submit his value of the Covered Device or the means or satisfaction of loss to the umpire. A decision agreed to by any two will determine the value of the Covered Device or the means or satisfaction of loss. Each party will: (i) pay for its chosen appraiser and (ii) bear the expenses of the appraisal and the umpire equally.

Under **11. General Terms**, the following is added:

(xiv) Conformity with Montana Statutes:

The provisions of this Notice of Coverage conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the Plan.