

# Total Equipment Coverage

**Insurance Policy Terms  
and Conditions and  
Service Contract**

Total Equipment Coverage is not available in Florida or for Florida customers.

Not applicable in New York or for New York customers

Effective April 27, 2023

**verizon**<sup>✓</sup>

**asurion**

# Summary of Key Terms and Conditions

Total Equipment Coverage (single device coverage) consists of the following (each of which is available separately): Wireless Phone Protection (WPP)<sup>1</sup> and Verizon Extended Warranty (EW)<sup>2</sup>.

**Tier 1** devices include smartphones and watches

**Tier 2** devices include smartphones, watches, tablets and basic phones\*

Total Equipment Coverage (TEC)	
Coverage	Loss, theft, damage and post-warranty malfunctions
Monthly Charge	Tier 1: \$11.40      Tier 2: \$8.40
Wireless Phone Protection (WPP) <sup>1</sup> Insurance	
Coverage	Loss, theft and damage
Monthly Charge	Tier 1: \$7.25      Tier 2: \$4.25
Insurance (WPP) Replacement Deductibles	<b>Loss and Theft:</b> \$19/\$99/\$129/\$189/\$229/\$279 (depending on device) <b>Damage:</b> \$99 <sup>3</sup>
Cracked Screen Repair <sup>4</sup> Deductible	\$0 (available for select smartphones and subject to parts availability)
Insurance (WPP) Claim Limits in 12 months	Unlimited number of claims  Device claim maximum - \$3,000

**All applicable taxes and surcharges extra.**

\* For information about your device model Tier, see the "Insurance (WPP) Deductible Amounts" table in this document, go to [phoneclaim.com/Verizon](http://phoneclaim.com/Verizon) or call 1-888-881-2622.

<b>Verizon Extended Warranty (EW)<sup>2</sup></b>	
Coverage	Unlimited repairs and replacement devices provided for post-warranty malfunctions. Includes battery replacements for battery malfunctions (for select smartphones and subject to parts availability).
Monthly Charge	\$4.15
Extended Warranty Fees	\$0 for repairs \$49 replacement fee. The replacement fee is only applicable to EW claims when a repair is available, but not selected by the customer.

<sup>1</sup> Lost, stolen or damaged device replacements are provided by Wireless Phone Protection, which is insurance coverage underwritten in Georgia, by LM General Insurance Company (Boston, MA); in Indiana, by Indiana Insurance Company (Boston, MA); in Louisiana by Liberty Personal Insurance Company (Boston, MA); in New Jersey, by Liberty Mutual Mid-Atlantic Insurance Company (Boston, MA), and in all other states, Liberty Insurance Underwriters Inc. (Boston, MA) or one of its insurance company affiliates; in Florida, Wireless Phone Protection includes coverage for post-warranty malfunctions (device replacement deductible and claim limit apply). Asurion Insurance Services, Inc. (in California, Agent License #0B35141; in Iowa, Agent License #1001000131), is the Agent and provides the claims servicing under this program.

<sup>2</sup> Replacement or repair for post-warranty malfunctions is provided under Verizon Extended Warranty. Repairs are available for select smartphones only, in select locations, subject to parts and technician availability. Eligibility for repair will be determined at the point of Extended Warranty claim. If a repair option is not available for your model smartphone, you will be offered a replacement device and the Extended Warranty \$49 replacement fee will be waived. Verizon Extended Warranty is not available in Florida or for Florida customers. In Florida, extended warranty coverage is provided by the insurance program (device replacement deductible and claim limit apply).

<sup>3</sup> The \$99 damage deductible will apply for all damage that is ineligible for cracked screen repair. The \$99 damage deductible will not apply if your loss and theft deductible is under \$99. In such cases, the damage deductible will be the same as your loss and theft deductible.

<sup>4</sup> Select smartphones that only have a cracked front screen are eligible for cracked screen repair (smartphones with damage to the back glass or other damaged components beyond front glass are not eligible for cracked screen repair). Subject to parts availability, in select locations, which are subject to change at any time. Repairs are performed by an Asurion-certified technician and come with a 12-month limited warranty. Eligibility for cracked screen repair will be determined at time of claim approval. Visit [phoneclaim.com/verizon](http://phoneclaim.com/verizon) to check current device eligibility. This benefit is provided by Wireless Phone Protection.

## Additional Information

Cancellation Policy	<p><b>All device protection options continue to renew each month until canceled</b>, and are billed directly to your wireless account. You can cancel your coverage at any time and receive a prorated refund of your monthly fee. We may cancel your coverage or change terms by giving you prior written notice as required by law.</p>
Replacement Devices	<p>Claims may be fulfilled with new or refurbished equipment and may be the same model or another model of like kind and quality. Replacement equipment may contain original or non-original replacement parts. Colors, features and accessory compatibility are not guaranteed.</p>

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# Just for Clarity

**Replacement Devices.** It is our goal to provide you with a replacement device that is the same color and has the same features, but this cannot be guaranteed. If the same make and model you claim is not available, a similar make and model will be substituted. Your replacement device could be new or refurbished and may contain original or non-original replacement parts. You may also receive standard accessories with lost or stolen claims.

**Covered Accessories.** The following accessories are covered at the time of loss: one standard battery (attached to the wireless device at the time of loss), and one standard home charger. In addition to the foregoing, the following accessories are covered for watches (insurance claims only): one standard wristband (attached to device at time of loss) of like kind and quality to the band received at time of purchase (not to include bands purchased separate from the watch).

**Cracked Screen Repair.** Select smartphones that only have a cracked front screen are eligible for cracked screen repair (smartphones with damage to the back glass or other damaged components beyond front glass are not eligible for cracked screen repair). Subject to parts availability, in select locations, which are subject to change at any time. Repairs are performed by an Asurion-certified technician and come with a 12-month limited warranty. Eligibility for cracked screen repair will be determined at time of claim approval. Visit [phoneclaim.com/verizon](https://phoneclaim.com/verizon) to check current device eligibility. This benefit is provided by Wireless Phone Protection.

## **Filing a Claim:**

For lost, stolen or damaged devices:

**phoneclaim.com/verizon**

**Or, give us a call:**

**Loss, theft or damage:** 1.888.881.2622

While traveling internationally: 1.615.647.3364

**Post-warranty malfunctions or battery replacement:** 1.800.922.0204

All claims must be filed within 90 days of incident.

Once your eligibility is verified, the monthly fee will be added to your wireless bill. Insurance coverage is effective upon enrollment and upon activation and use (text, data, calls on the Verizon network) on a line with an eligible device. Coverage follows the enrolled or registered line.

**Optional Insurance Coverage:** You don't need to purchase insurance coverage to activate your Verizon service.

**Duplication of Coverage:** You may already have coverage under your homeowners insurance or other means.

**Sales Representative Qualification:** Unless otherwise licensed, Verizon sales representatives are not qualified or authorized to evaluate the adequacy of your existing insurance coverages.

**Questions** regarding this program should be directed to Liberty Insurance Underwriters Inc.'s licensed agent, Asurion Insurance Services, Inc. at 1.888.881.2622.

**Insurance Exclusions and Limitations:** Coverage contains limitations and exclusions including: loss or damage caused by governmental authority; nuclear hazard; war; delay or loss of use; electrical and mechanical breakdown; dishonest or criminal acts; obsolescence; recall or design defect; cosmetic damage; covered under warranty; late claims; programming; repair work; virus; voluntary parting; intentional loss or damage; pollution; fees or charges; failure to mitigate; and vermin. See terms and conditions for full list of exclusions and limitations.

**Non-Return Fee:** If you receive a replacement device, your original device must be returned to us (unless it has been lost or stolen) using the prepaid shipping label provided with your replacement device. Under the insurance program, a Non-Return Fee based on the cost of the claim to Liberty Insurance Underwriters Inc. (or its affiliates) may be charged for your failure to return your original device. Under the Verizon Extended Warranty, a Non-Return Fee of up to the full retail price of the replacement device may be charged for your failure to return your original device.

**Fraud:** Any person who, knowingly and with intent to injure,

defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree.

**BINDING ARBITRATION: WHILE WE TRY AND RESOLVE DISPUTES, THE INSURANCE POLICY CONTAINS A MANDATORY BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION G.1. OF THE POLICY.**

**The Arbitration Agreements do not prevent you from informing federal, state or local agencies of any dispute. If you do not agree to submit disputes to binding and individual arbitration, or you do not agree to any other provision of the Arbitration Agreements, you should not enroll in Wireless Phone Protection products.**

**Electronic Communications:** Asurion may send you program communications, including legal notices and terms and conditions, electronically using the last email address on file with Verizon, the mobile number identified in the Verizon system as the account owner and/or any other email address or mobile number you provide to Asurion, unless prohibited by state law. If electronic delivery is not possible, this information will be mailed to you. Legal notices will not be sent to New York customers electronically.

**Covered Property:** Your coverage applies to the device being used on the mobile number you enrolled (for Total Mobile Protection Multi-Device for Business, coverage applies to lines you have registered for coverage). If you change devices, your deductible or premium could change. Please see the sample list of devices in this brochure. Device Protection coverage follows the enrolled mobile number (single device coverage options) and follows the registered line on an account with TMP MD for Business.

**For Residents of California, Indiana, Maryland, and Illinois**

Consumer hotline for the California Department of Insurance is 1-800-927-HELP (4357); for the State of Indiana Department of Insurance is 1-800-622-4461; and for the Maryland Department of Insurance is 1-800-492-6116. The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at (877) 527-9431 or online at <https://mc.insurance.illinois.gov/messagecenter.nsf> (online form) or <https://insurance.illinois.gov/Complaints/PropertyCasualtyComplaintForm.pdf> (printable format).

**For Washington residents only,** we may change the insurance terms and conditions with at least 30 days' notice, and we may only cancel for the following reasons and notice: (i) 15 days for fraud or material misrepresentation in obtaining coverage or the presentation of a claim; (ii) 10 days for nonpayment; (iii) immediately for no longer having active service with Verizon or exhausting your aggregate claim limit; or (iv) 30 days based on a determination by Verizon or the Agent that the program should no longer be offered. We will not increase the premium or deductible or restrict coverage more than once in any 6 month period but will provide to each Washington policyholder a 30 day advance written notice of any premium or deductible increase.



# Insurance (WPP) Deductible Amounts

The deductible schedule may be changed from time to time, as some devices may be moved to a different tier during the term of enrollment.

## Tier 1 Smartphones and Watches

Loss, theft and damage deductibles below are applicable before 4/27/23. Effective 4/27/23, the below deductibles will be applicable for replacements for loss and theft, and there will be a \$99 damage replacement deductible.<sup>3</sup>

Deductible	Sample of devices
\$19	No devices at this time.
\$129 before 4/27/23  \$99 effective 4/27/23	Apple® Watch Series 5 GPS + Cellular 40mm (Aluminum Case), Apple® Watch Series 4 GPS + Cellular 40mm (Aluminum Case), Apple® Watch SE (GPS + Cellular), Apple® iPhone® 5s, Apple® iPhone® 6, Apple® iPhone® 6s, Apple® iPhone® 7 (32 GB, 128 GB), Apple® iPhone® 8 (64 GB, 128 GB), Apple® iPhone® SE (2016), Apple® iPhone® SE (2020,2022) (64 GB, 128 GB), Apple® Watch Series 3 GPS + Cellular (Aluminum Case), Google Pixel 3A, Google Pixel 3A XL, Kyocera DuraForce Pro 2, Samsung Gear S3, Motorola MOTO Z2 Play, Motorola MOTO Z3, Motorola MOTO Z4, Motorola ONE 5G UW, Samsung Galaxy A50, Samsung Galaxy A51 (4G LTE), Samsung Galaxy Watch, Samsung Galaxy Watch Active2
\$189	Apple® Watch Series 5 GPS + Cellular 44mm (Aluminum Case), Apple® iPhone® 6 Plus, Apple® iPhone® 6s Plus, Apple® iPhone® 7 (256 GB), Apple® iPhone® 7 Plus (32 GB, 128 GB), Apple® iPhone® 8 (256 GB), Apple® iPhone® 8 Plus (64 GB, 128 GB), Apple® iPhone® SE (2020, 2022) (256 GB), Apple® Watch Series 4 GPS + Cellular 44mm (Aluminum Case), Apple® Watch Series 6 GPS + Cellular (Aluminum Case), Google Pixel 2 (64 GB), Google Pixel 6A (5G), Google Pixel 4A (5G), Google Pixel XL (32 GB), LG G5, LG G6, LG G7 ThinQ, LG V20, LG Velvet 5G, Motorola Moto Edge, Motorola Moto Z2 Force, Samsung Galaxy A51 (5G), Samsung Galaxy S7, Samsung Galaxy S7 Edge, Samsung Galaxy S8, Samsung Galaxy S9, Apple® Watch Series 7 GPS + Cellular (Aluminum Case), Apple® Watch Series 8 GPS + Cellular (Aluminum Case), Samsung Galaxy S20 Fan Edition

## Tier 1 Smartphones and Watches (Continued)

Deductible	Sample of devices
\$229	<p>Apple® iPhone® 7 Plus (256 GB), Apple® iPhone® 8 Plus (256 GB), Apple® iPhone® X, Apple® iPhone® XR, Apple® iPhone® XS (64 GB, 256 GB), Apple® iPhone® XS Max (64 GB), Apple® iPhone® 11, Apple® iPhone® 11 Pro (64 GB, 256 GB), Apple® iPhone® 11 Pro Max (64 GB), Apple® iPhone® 12 Mini, Apple® iPhone® 12, Apple® iPhone® 12 Pro (128 GB, 256 GB), Apple® iPhone® 12 Pro Max (128 GB), Apple® iPhone® 13 Mini, Apple® iPhone® 13, Apple® iPhone® 13 Pro (128 GB, 256 GB), Apple® iPhone® 13 Pro Max (128 GB), , Apple® iPhone® 14, Apple® iPhone® 14 Pro (128 GB, 256 GB), Apple® iPhone® 14 Pro Max (128 GB), Google Pixel 2 XL, Google Pixel 3, Google Pixel 3 XL, Google Pixel 4, Google Pixel 4 XL, Google Pixel 5, Google Pixel 6, Google Pixel 6 Pro, LG G8 ThinQ, LG V40 ThinQ, LG V60 ThinQ, Motorola Edge Plus, Samsung Note 10 (256 GB), Samsung Note 10+ (256 GB), Samsung Note 9, Samsung Note 20, Samsung Galaxy S10 (4G LTE), Samsung Galaxy S10+ (128 GB), Samsung Galaxy S10e, Samsung Galaxy S20, Samsung Galaxy S20+, Samsung Galaxy S21, Samsung Galaxy S8+, Samsung Galaxy S9+, Samsung Galaxy S10 5G (256 GB), Samsung Galaxy S21+, Samsung Galaxy S22, Samsung Galaxy S22+</p>
<p>\$249 before 4/27/23</p> <p>\$279 effective 4/27/23</p>	<p>Apple® iPhone® XS (512 GB), Apple® iPhone® XS Max (256 GB, 512 GB), Apple® iPhone® 11 Pro (512 GB), Apple® iPhone® 11 Pro Max (256 GB, 512 GB), Apple® iPhone® 12 Pro (512 GB), Apple® iPhone® 12 Pro Max (256 GB, 512 GB), Apple® iPhone® 13 Pro (512 GB, 1 TB), Apple® iPhone® 13 Pro Max (256 GB, 512 GB, 1 TB), Apple® iPhone® 14 Pro (512 GB, 1 TB), Apple® iPhone® 14 Pro Max (256 GB, 512 GB, 1 TB), Samsung Galaxy Z Fold3, Samsung Galaxy S10+ (512 GB), Samsung Galaxy S20 Ultra 5G, Samsung Galaxy S21 Ultra 5G, Samsung Galaxy S22 Ultra 5G , Samsung Note 10+ 5G (256 GB), Samsung Note 20 Ultra 5G</p>

## Tier 2 Smartphones, Watches, Tablets and Basic Phones

Loss, theft and damage deductibles below are applicable before 4/27/23. Effective 4/27/23, the below deductibles will be applicable for replacements for loss and theft, and there will be a \$99 damage replacement deductible.<sup>3</sup>

Deductible	Sample of devices
\$19	Samsung Galaxy A10e, Samsung Galaxy J3 V, Samsung Galaxy J7 V 2, Kyocera Dura XV, Jetpack MiFi6620L, Jetpack MHS900L, Jetpack MiFi8800L, Samsung Galaxy A20, LG K20 V, Motorola MOTO G7 Power, Gizmo Watch, Samsung Galaxy Tab A 8.0" (2019), Samsung Galaxy Tab A 8.4", Samsung Galaxy Tab E 8.0", Samsung Galaxy Tab E, Orbic Speed 4G, Samsung Tab A7 Lite
\$129	Apple® iPad® 10.2" 32 GB (2019, 2020), Apple® iPad® 32 GB (2017), Apple® iPad® 9.7" 32 GB (2018), Samsung Galaxy Tab S5e 10.5", Samsung Galaxy Tab A 10.5"
\$189	Apple® iPad® 64 GB (2021), Apple® iPad® 9.7" 128 GB (2018), Apple® iPad® 10.2" 128 GB (2019, 2020), Apple® iPad® 128 GB (2017), Apple® iPad® Air 16 GB, 32 GB (2013, 2014), Apple® iPad® Mini 16 GB, 64 GB, Samsung Galaxy Tab 4 64GB
\$229	Apple® iPad® Pro 11", Apple® iPad® Pro 12.9, Apple® iPad® Pro 10.5", Apple® iPad® Pro 9.7", Apple® iPad® Mini 128 GB, Apple® iPad® Air 64 GB (2020), Apple® iPad® Air 128 GB, 256 GB, Samsung Galaxy Tab S7

## Tier 1 and Tier 2 – Damage replacement deductible

Deductible	Notes
\$99 effective 4/27/23	<b>NOTE:</b> Applicable to all replacements for damaged devices other than devices with a loss and theft replacement deductible under \$99. In such cases, the damage deductible will be the same as the loss and theft deductible.

## Cracked Screen Repair

Deductible	Notes
\$29 before 4/27/23  \$0 effective 4/27/23	<b>NOTE:</b> Repair is available on select smartphones, subject to parts availability. To check availability, go to <a href="https://phoneclaim.com/Verizon">phoneclaim.com/Verizon</a> .

All deductibles are nonrefundable, and per approved claim.

If you don't see your device, go to [phoneclaim.com/Verizon](https://phoneclaim.com/Verizon) or call 1-888-881-2622.

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## **TEXAS IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at **1.800.252.3439**.

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: 512.490.1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

# **WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY**

By: in Georgia, LM General Insurance Company; in Indiana, Indiana Insurance Company; in Louisiana, Liberty Personal Insurance Company; in New Jersey, Liberty Mutual Mid-Atlantic Insurance Company; and in all other states, Liberty Insurance Underwriters Inc., or one of its insurance company affiliates.

## **WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY**

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The words “we,” “us” and “our” refer to the insurer in Georgia, LM General Insurance Company; in Indiana, Indiana Insurance Company; in Louisiana, Liberty Personal Insurance Company; in New Jersey, Liberty Mutual Mid-Atlantic Insurance Company; and in all other states, Liberty Insurance Underwriters Inc., or one of its insurance company affiliates that is providing this insurance.

The terms “you” and “your” mean, as the context requires, the First Named Insured or any Additional Insured or both.

The word “Agent” refers to Asurion Insurance Services, Inc.

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

The term “Wireless Service Provider” means Verizon Wireless, who is the First Named Insured, providing the Covered Property.

### **A. COVERAGE**

In exchange for premium paid when due, we agree to provide the coverage as stated in the policy on a month to month basis, provided that any covered damage or loss to the Covered Property is sustained while your coverage is in effect.

#### **1. Who Is Covered**

##### **a. First Named Insured**

The First Named Insured is Verizon Wireless for its interest in Covered Property.

##### **b. Additional Insureds**

The First Named Insured has the right to request Additional Insured status for a customer for his or her interest in the Covered Property which he, she or it owns (references herein to “Insured” refer collectively to “First Named Insured” and “Additional Insured”). Requests for coverage for Additional Insureds are subject to our approval.

(1) Line Based Coverage provides coverage for Covered Property in use on a specific enrolled mobile number active on the account for wireless communication service with the Wireless Service Provider.

For devices with multiple-SIM capability, two (2) separate enrolled mobile numbers that are active on the account for wireless

communication service with the Wireless Service Provider may be in use on the same Covered Property.

- (2) Account Based Coverage provides coverage for Covered Property in use on the mobile numbers that 1) are active on the Additional Insured's enrolled account for wireless communication service with the Wireless Service Provider; and 2) have been registered for coverage by the Additional Insured as described in Section A.2. below.

When an enrolled mobile number is removed from the Additional Insured's account with the Wireless Service Provider, coverage ceases immediately for any Covered Property associated with or in use on that mobile number, unless the Covered Property has multiple-SIM capability and is also in use on a separate enrolled mobile number.

## **2. Covered Property**

Covered Property means only the mobile wireless communications equipment as follows:

### **a. If you have subscribed to Line Based**

**Coverage:** Covered Property means the wireless device owned by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) of such wireless device is reflected in the records of the Wireless Service Provider at the time your coverage initially became effective; and 2) for which outgoing airtime usage has been logged with the Wireless Service Provider on the account after coverage became effective; unless you have logged outgoing airtime on a different wireless device immediately prior to the time of loss, in which case such wireless device becomes the Covered Property so long as: i) such wireless device is owned by you and you provide us proof of ownership and ii) airtime usage was logged on such device on the account with the Wireless Service Provider immediately prior to the time of loss.

### **b. If you have subscribed to Account Based**

**Coverage:** When you enroll in Account Based Coverage for Small / Medium Business, you receive the number of available registrations that correspond to the number of mobile numbers



with eligible devices ("eligible mobile numbers") on your account, as indicated in the chart in Section C.3. Each available registration will be filled at the time of claim with one eligible mobile number. Registration of an eligible mobile number must be done with Asurion.

When you register an eligible mobile number, the device in use on the registered mobile number becomes Covered Property so long as the device: 1) is owned by you; 2) the device's unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) is reflected in the records of the Wireless Service Provider; and 3) outgoing airtime usage has been logged by the device with the Wireless Service Provider on your account after your account was enrolled in Account Based Coverage for Small / Medium Business. If you change the device in use on a registered mobile number, the new device becomes the Covered Property in place of the previous device so long as: 1) the above requirements of this paragraph are met, and 2) airtime usage was logged on the new device immediately prior to time of loss. A registered mobile number will remain registered for 12 months following the date of loss of the most recent covered claim on that registered mobile number.

You may only have the number of registered mobile numbers as shown in the "Available Registrations" column of the "Aggregate Limit" chart for the coverage tier for which you are enrolled (see the chart in Section C.3.). Adding or removing eligible mobile numbers to and from your account may change your total number of available registrations and/or registered mobile numbers, your monthly premium, or your enrollment in Account Based Coverage. Please review the Verizon device protection business program brochure or contact Asurion or the Wireless Service Provider regarding your coverage or available registrations.

**c. The following applies to both Line Based Coverage and Account Based Coverage:**

Covered Property includes an accessory used with the Covered Property at the time of loss, specifically: one (1) standard battery (attached to wireless device at time of loss); and one (1) standard home charger. In addition to the

foregoing, accessories used with connected wearable devices that are Covered Property at the time of loss, include: one (1) standard wrist band (attached to the device at the time of loss) of like kind and quality to the band received at time of purchase (not to include bands purchased separately from the watch).

### **3. Coverage Period**

Coverage is provided for the policy period shown in the Declarations subject to Section G.4.b.

### **4. Coverage Territory**

We insure the Covered Property 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**

Covered Causes of Loss means risks of being lost, stolen or directly damaged, except as limited or excluded elsewhere in the policy.

*In the State of Florida, the above paragraph A.5. is replaced in its entirety by the following:*

### **5. Covered Causes of Loss**

Covered Causes of Loss means risks of mechanical or electrical breakdown or being lost, stolen or directly damaged, except as limited or excluded elsewhere in the policy.

### **6. Property Not Covered**

Covered Property does not include:

- a.** Contraband or property in the course of illegal transportation or trade.
- b.** Data, meaning information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, 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.** Nonstandard Software, meaning software other than Standard Software. "Standard Software" means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.

- f.** Wireless Equipment whose unique identification number (including serial number, ESN, MEID, IMEI or similar unique identification number) has been altered, defaced or removed.
- g.** Nonstandard 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 data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- h.** Any property 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 covered accessory when part of a loss to other Covered Property).

*In the State of Florida, the above paragraph A.6.j. is deleted in its entirety.*

## **B. EXCLUSIONS**

This insurance does not apply to loss or damage identified in any of the following or 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. If physical loss or damage by fire ensues, we will pay only for such ensuing loss or damage.

### **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.

*The above paragraph B.5. is deleted in Florida and not replaced.*

**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. Recall or Design Defect**

(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.

(b) Change in color or other change in the exterior finish.

(c) Expansion or contraction.

**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. Late Claims**

Claims not reported as required by Section E.3. of the policy.

**12. Programming, Repair Work**

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon Covered Property.

**13. 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.

#### **14. Voluntary Parting**

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

#### **15. 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.

#### **16. 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.

#### **17. Fees or Charges**

Any fees or charges assessed by Verizon Wireless, whether the charges incurred are legitimate or fraudulent.

#### **18. Failure to Mitigate**

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

#### **19. Vermin**

Insects, rodents, or other vermin.

### **C. LIMITS OF INSURANCE**

1. The most we will spend in any one occurrence to repair or replace Covered Property is three thousand dollars (\$3,000). This Limit of Insurance applies separately to each claim.
2. When Line Based Coverage is chosen by the Additional Insured, each Additional Insured is limited to an unlimited number of claims in any consecutive 12 month time period, including losses incurred during any prior consecutive policy period. When this limit is exhausted, coverage will cease immediately and we will notify the Additional Insured that coverage has ceased and no future premiums are due.
3. When Account Based Coverage is chosen by the Additional Insured, the maximum number of losses in any consecutive 12 month time period, including

losses incurred during any prior consecutive policy period, for each Additional Insured's account is limited to the applicable aggregate limit of shared claims for all losses except for cracked screen repair losses as shown in the chart below. Claims for cracked screen repair losses are unlimited until the shared claims aggregate limit for all other losses is exhausted:

<b><u>Aggregate Limit</u></b>		
Coverage Tiers based on total eligible mobile numbers	Available Registrations for all losses	Shared Claims Aggregate Limit for all losses except cracked screen repair
3-10	3	6
11-24	11	22
25-49	25	50
Each registration will automatically reset and become an Available Registration after 12 months from the date of loss from the most recent claim. Claims will carry over if your account moves to a new coverage tier. If your account moves into a new coverage tier because eligible mobile numbers are removed from your account, and the number of shared claims on your account equals or exceeds the shared claims aggregate limit applicable to the new coverage tier, then the limit is exhausted.		

When this limit is exhausted, we will notify the Additional Insured that coverage has ceased and no future premiums are due.

## D. DEDUCTIBLE

The Deductible is as follows:

Deductible	Applies to Covered Property in Schedule
\$0	LLL
\$19	A, F, S, X, BB, GG, KK, PP, TT, YY, CCC, HHH
\$99	MMM, NNN, OOO, PPP, QQQ
\$129	B, G, T, Y, CC, HH, LL, QQ, UU, ZZ, DDD, III
\$189	C, H, U, Z, DD, II, MM, RR, VV, AAA, EEE, JJJ
\$229	D, I, V, AA, EE, JJ, NN, SS, WW, BBB, FFF, KKK
\$279	E, W, FF, OO, XX, GGG

This deductible is non-refundable and is payable at the time a loss is approved by the Agent. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance. Only an Insured may pay the Deductible.

## E. INSURED'S DUTIES IN EVENT OF LOSS TO INSURED'S COVERED PROPERTY

In the event of loss or damage to Covered Property, the Insured presenting the claim must cooperate with us and see that the following are done:

### 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 Asurion Insurance Services, Inc. within 30 days of request.

### 3. Notify Agent, Give Description

Notify the Asurion Insurance Services, Inc. within 90 days of the time of loss.

Give a complete description of:

- a. The Covered Property, including make and model, wireless number, if applicable, and unique identification number (such as serial number, ESN, MEID, IMEI 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. Permit Inspection**

Permit us or our Agent 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 Agent or Authorized Service Center at our expense.

#### **6. Statement Under Oath**

If requested by us or our Agent, submit to questioning under oath about a claim or other matter relating to the policy. In such event, the answers must be signed and may be recorded.

#### **7. 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 Agent 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 30 days after our request for the documentation.

#### **8. Return of Damaged and/or Malfunctioning Covered Property**

The Additional Insured is required to return the damaged property including, if coverage is provided under the policy, property that suffered mechanical and electrical breakdown, to the 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 property.

Disposal of the damaged Covered Property other than



by returning it to the Authorized Service Center, or other location designated by us, requires the prior consent of us or our Agent.

If the damaged Covered Property is not returned as directed within 15 days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed three hundred dollars (\$300) may be charged to the Additional Insured.

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

## **9. Take Delivery**

We may make available to you the approved replacement equipment for pick up at your Wireless Service Provider. We may also ship the approved replacement equipment through our Authorized Service Center directly to you within the United States for which you must be available to take delivery of the replacement equipment within 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**

If a claim is made, we or Asurion Insurance Services, Inc. will notify the Insured of Asurion Insurance Services, Inc.'s assessment of the claim within 10 days after we or Asurion Insurance Services, Inc. receives all the information requested from the Insured presenting the claim.

Repair or replacement of the lost or damaged Covered Property will be done within 30 days after the Insured, or his or her designee has complied with all the terms of the policy, and we have agreed with the Insured about the repair or replacement.

Devices with multiple-SIM capability can have multiple mobile telephone numbers for wireless communication services with the Wireless Service Provider on a single device. If the Covered Property has multiple-SIM capability, and you have more than two (2) enrolled mobile numbers in use on the Covered Property at the time of loss, you are eligible for only one (1) repair or replacement on one (1) enrolled mobile number in use on the Covered Property at the time of loss.

### **2. Our Options**

At our option, we or the Authorized Service Center

may repair the Covered Property with substitute parts or provide substitute equipment that:

- a. Is of like kind, quality and functionality;
- 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**

**Please read this Arbitration Agreement carefully. It affects your rights.**

Most of your concerns about the policy can be addressed simply by contacting us at 1.888.881.2622. In the unlikely event we cannot resolve any disputes, including any claims under the policy, that you or we may have,

**YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH EITHER 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.

For the purpose of this Arbitration Agreement, references to “we,” “us” and “our” includes Liberty Insurance Underwriters Inc., our Agent, the First Named Insured and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. The policy evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of the policy.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the policy or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or policy was entered into by you and us or that arises after this Arbitration Agreement or policy 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 Arbitration Agreement 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: Legal Department, P.O. Box 110656, Nashville, TN 37222. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 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: Legal Department, P.O. Box 110656, Nashville, TN 37222. 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 Arbitration Agreement. 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 Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement 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 \$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 \$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 Arbitration Agreement, 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 \$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 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 Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

## **2. Claim Authorization and Loss Payment**

We or Asurion Insurance Services, Inc. has the right to settle the loss with the Insured or his or her designee.

No claims will be accepted unless authorized by Asurion Insurance Services, Inc.

All repairs and replacements must be made by the Authorized Service Center, unless we or our Agent gives the Insured other specific directions. In no event will Insureds be entitled to reimbursement for any out-of-pocket expenses.

### **3. Cancellation**

#### **a. How An Additional Insured Cancels**

An Additional Insured may cancel the coverage provided by notifying the Agent or First Named Insured who will advise the Agent.

#### **b. How We Cancel**

We may cancel the policy or change the terms and conditions only upon providing the First Named Insured and Additional Insured with at least thirty (30) days' notice or other period as required by law unless we cancel for the following reasons:

- (1)** We may cancel an Additional Insured under the policy upon fifteen (15) days' notice or other period as required by law for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
- (2)** We may cancel an Additional Insured under the policy immediately or other period as required by law:
  - (a)** for nonpayment of premium;
  - (b)** if the Additional Insured ceases to have an active service with the First Named Insured; or,
  - (c)** if the Additional Insured exhausts the Aggregate Limit of liability, if any, under the terms of the policy and we send notice of cancellation to the Additional Insured within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the Aggregate Limit of liability until we send notice of cancellation to the Additional Insured.

#### **c. How First Named Insured Cancels**

If the policy is cancelled by the First Named Insured, the First Named Insured shall mail or

deliver written notice to each Additional Insured advising the Additional Insured of the cancellation of the policy and the effective date of cancellation. The written notice shall be mailed or delivered to the Additional Insured at least thirty (30) days prior to the cancellation.

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

Notices made pursuant to Section G.3.b. and c. shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.

Notices may be mailed or delivered to the First Named Insured at its mailing address. Notices may be mailed or delivered to the affected Additional Insureds' last known mailing or electronic addresses on file with us.

We or the First Named Insured shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the First Named Insured may comply with Section G.3.b. and c. by providing such notice or correspondence to the First Named Insured or its Additional Insureds by electronic means. If accomplished through electronic means, we or the First Named Insured shall maintain proof that the notice or correspondence was sent.

The First Named Insured agrees to pay or act as delivery agent for notice of cancellation to all Additional Insureds.

**e. Return Premiums, if Any**

If the policy 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.

**4. Eligibility**

- a.** To be eligible for coverage you must 1. be a valid, active and current subscriber of the Wireless Service Provider or an approved user of a mobile number on a valid, active and current account with the Wireless Service Provider for which the account holder has authorized coverage; 2. not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program; and 3. not be in breach of any material term of the policy, 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 application. The successful completion of a test call to the Covered Property may be required prior to our approval.

Eligibility for enrollment after initial activation may be subject to limitations.

## **5. Changes**

The First Named Insured, on its own behalf and on behalf of the Additional Insureds, is authorized to make changes in the terms of the policy with our consent. The policy's terms can be amended or waived only by endorsement issued by us and made a part of the policy.

If notice of such changes is mailed, proof of mailing will be sufficient proof of notice.

## **6. Concealment, Misrepresentation or Fraud**

The policy is voidable in any case of fraud, intentional concealment or misrepresentation of a material fact, by either the First Named Insured or any Additional Insured or their designee at any time, concerning:

- a.** The policy;
  - b.** The Covered Property;
  - c.** The Insured's interest in the Covered Property; or
  - d.** A claim under the policy;
- but only with respect to their coverage.

## **7. Conformity To Statute**

We agree that any terms of the policy not in conformity with the statutes of the state in which the policy is issued are amended to conform to those applicable state statutes.

## **8. Benefit Only Available To Insureds**

No person or organization, other than an Insured, will benefit from the insurance. 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 or other authorized service facilities.

## **9. Legal Action Against Us**

No one may bring a legal action against us under the policy unless:

- a.** There has been full compliance with all the terms of the policy;

- b.** The action is brought within 2 years after the Insured has knowledge of the loss or damage;
- c.** The action is brought in compliance with Section G.1.

## **10. Liberalization**

If we adopt any revision in the policy which would broaden the Coverage under the policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to the policy.

## **11. Premiums**

- a.** The First Named Insured is responsible for the payment of all premiums.
- b.** Within fifteen days after the end of each month, the First Named Insured:
  - (1)** Will report to the Agent the total number of Covered Property units that were covered under the policy as of the last day of that month; and
  - (2)** Will remit the monthly premium to us through the Agent based on that report.

For Line Based Coverage, the monthly premium will be calculated by multiplying the Monthly Premium Rate per unit of Covered Property by the total number of such units.

For Account Based Coverage, the monthly premium will be calculated by summing the applicable Monthly Premium Rates for accounts enrolled in Account Based Coverage.

- c.** The First Named Insured may request that Additional Insureds be billed for the Monthly Premium Rate applicable to their Covered Property.

If the First Named Insured provides monthly billing and collection services for the Agent, all funds collected by the First Named Insured are our property.

We may examine and audit the First Named Insured's books and records relating to such premium payments and reporting at any time during the policy period and up to three years afterward.

## **12. Transfer of Rights and Duties Under The Policy (Assignment)**

No rights and duties under the policy may be transferred without our written consent.

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



If after we have made good the covered loss or damage, any Insured has rights to recover damages from another, and those rights are transferred to us to the extent of our cost of repair or replacement. The Insured must do everything necessary to secure our rights and must do nothing after loss or damage to impair them.

CLHI 005 (11/2012)

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## **DISCLOSURE – TERRORISM RISK INSURANCE ACT**

### **THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.**

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

**Disclosure of Premium:** The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

#### **Federal Participation In Payment Of Terrorism Losses:**

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

Beginning calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

#### **Cap On Insurer Participation In Payment Of Terrorism Losses:**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

TRIA-N004-0420

# STATE CHANGES TO THE LIBERTY INSURANCE UNDERWRITERS INC. WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY

This document summarizes state required changes to the Terms and Conditions of the Wireless Communications Equipment Coverage Insurance Policy ("Policy") for Liberty Insurance Underwriters Inc. in all states except the following: In Georgia, LM General Insurance Company; In Indiana, Indiana Insurance Company; In Louisiana, Liberty Personal Insurance Company; In New Jersey, Liberty Mutual Mid-Atlantic Insurance Company.

## **Cancellation**

The states listed below required us to amend or add to certain provisions of the Policy related to cancellation by the insurer that are found in ADDITIONAL CONDITIONS 3.b. ("How We Cancel"). These required state amendments were either changes to the number of days' notice required to be given for particular reason(s) for cancellation or additional language to the provision. Each state's amendment is described below.

If your state is **NOT** listed, it did not amend ADDITIONAL CONDITIONS 3.b. and all reasons for cancellation and the required notices listed in ADDITIONAL CONDITIONS 3.b. apply to you as outlined in the Policy Terms and Conditions. If your state **IS** listed below, ADDITIONAL CONDITIONS 3.b. as outlined in the Policy Terms and Conditions applies to you with the below changes or additions incorporated into ADDITIONAL CONDITIONS 3.b.

**Colorado, Connecticut, Kansas and Mississippi:** We may cancel your coverage for nonpayment of premium with at least 15 days' notice.

**Georgia, Hawaii, Illinois and Ohio:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy.

**Idaho:** You are entitled to reject changes to the terms and conditions and receive a pro-rata refund within 60 days' from our receipt of your notice.

**Iowa**: We will continue enrollment until 30 calendar days after notice of cancellation is provided to the Additional Insured if timely notice of cancellation was not sent following the Additional Insured's exhaustion of the Aggregate Limit of Liability.

**Maryland**: We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel your coverage for nonpayment of premium with at least 10 days' notice. We may cancel with at least 45 days' notice for fraud or material misrepresentation. We will send notice within 15 business days if the aggregate limit is exhausted. Notice will not be sent if substantially similar coverage has been obtained from another insurer without any lapse of coverage. The Wireless Service Provider must give 45 days' notice if it cancels.

**Montana**: We may cancel your coverage for nonpayment of premium with at least 10 days' notice.

**Nebraska**: We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel your coverage for nonpayment of premium with at least 15 days' notice.

**Nevada**: We may cancel with at least 10 days' notice for fraud or material misrepresentation.

**New York**: We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel your coverage for nonpayment of premium with at least 15 days' notice. We will send notice within 15 days if the aggregate limit is exhausted. Notice will not be sent if substantially similar coverage has been obtained from another insurer without any lapse of coverage.

**North Dakota**: We may change the terms and conditions with at least 30 days' notice. If coverage has been in effect for less than 90 days, we may cancel for any reason with at least 10 days' notice or at least 30 days' for fraud or intentional misrepresentation. If coverage has been in effect for 90 days or more, we may cancel with at least 10 days' notice for nonpayment of premium, and at least 30 days' notice for: fraud or misrepresentation; actions that substantially increase or change the risk; refusal to eliminate known conditions that increase the potential for loss, after notification; substantial change in risk assumed, unless

reasonably foreseen; our loss of reinsurance; or a determination by the insurance commissioner that the continuation of the coverage could place us in violation of North Dakota insurance laws. We may elect not to renew the policy with at least 60 days' notice. We will not mail or deliver notice of nonrenewal if you have insured elsewhere, accepted replacement coverage from another insurer, or requested or agreed to nonrenewal.

**Oregon:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel your coverage for nonpayment of premium with at least 15 days' notice.

**Pennsylvania:** We may cancel or change the terms and conditions with at least 60 days' notice unless we cancel for other reasons set forth in the policy. We may cancel your coverage for nonpayment of premium with at least 30 days' notice.

**South Dakota:** We may cancel or change the terms and conditions with at least 20 days' notice unless we cancel for other reasons set forth in the policy. We may cancel your coverage for nonpayment of premium or for fraud or material misrepresentation with at least 20 days' notice.

**Utah:** We may cancel with at least 30 days' notice for fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

**Washington:** We may cancel or nonrenew the policy or change the terms and conditions with at least 30 days' notice unless we cancel for other reasons set forth in the policy. We may cancel your coverage for nonpayment of premium with at least 10 days' notice. We may not increase premiums or deductibles or otherwise restrict coverage more than once in any 6 month period.

**Wyoming:** We may cancel your coverage for nonpayment of premium with at least 10 days' notice. We may cancel immediately for fraud or material misrepresentation.

### **Arbitration**

Certain states required us to amend or add to certain provisions found in ADDITIONAL CONDITIONS G.1. ("Arbitration Agreement") of the Policy as described below. If your state is not listed, it did not amend ADDITIONAL CONDITIONS G.1., and all of the provisions of ADDITIONAL

CONDITIONS G.1. apply as outlined in the Policy Terms and Conditions.

**Arkansas and South Dakota:** In the event a dispute has arisen, arbitration is voluntary and nonbinding, resolved before a single Arbitrator, in your county or place of business, and governed by the American Arbitration Association (“AAA”) in accordance with its Wireless Industry Rules and Procedures in effect at the time the arbitration is agreed to. (All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.)

**District of Columbia, Kansas, Montana, Oklahoma, and Vermont:** Arbitration is voluntary and non-binding provided you reject the arbitration decision in writing to us within forty-five (45) days of the decision. (All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.)

**Georgia, Louisiana and Nevada:** The “Arbitration Agreement” provision does not apply.

**Kentucky, Maine and Wyoming:** Arbitration is non-binding provided you reject the decision and file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding within forty-five (45) days of the decision. 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. (All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.)

**Massachusetts:** Arbitration is voluntary.

**Missouri:** Arbitration is voluntary. If you and we agree to arbitrate, then you and we agree that the resolution of the dispute will be governed by the Arbitration Agreement. (All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.)

**Oregon:** Arbitration is non-binding provided you reject the decision and file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding within forty-five (45) days of the arbitrator’s award. 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. Any

arbitration shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control. (All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.)

**Washington:** 1) Arbitration is non-binding provided you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. 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. 2) The following sentence is deleted from Paragraph 1, G. ADDITIONAL CONDITIONS: This policy evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. (All other terms of Paragraph 1, G. ADDITIONAL CONDITIONS apply.)

**West Virginia:** Arbitration is voluntary. Each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request the selection of a third arbitrator be made by a judge of a court having jurisdiction. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

### **Miscellaneous**

**Michigan: The following notice is required:** This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

# **SERVICE CONTRACT**

Not available in Florida

# SERVICE CONTRACT

## I. FEE:

You will be billed a monthly fee in the amount of \$4.15, in advance, to receive this Service Contract unless you purchase this protection as part of a program bundle. If you purchase this protection as a part of a program bundle your charges will be as listed below:

Program Name	Program Price	Service Contract Price
Total Equipment Coverage	\$8.40 or \$11.40	\$4.15
Verizon Mobile Protect	\$14 or \$17	\$4.15
Total Mobile Protection for Business	\$13 or \$16	\$4.15
Verizon Protect Business	\$20	\$4.15
Verizon Mobile Protect Multi-Device	\$34 (2 lines)	\$8.30 (2 lines)
	\$50 (3 lines)	\$10.65 (3 lines)
	\$60 (4-20 lines)	\$10.65 (4-20 lines)
Total Mobile Protection Multi-Device for Business	\$49 (3-10 lines)	\$10.65 (3-10 lines)
	\$149 (11-24 lines)	\$33.90 (11-24 lines)
	\$299 (25-49 lines)	\$55.35 (25-49 lines)

The fee for this Service Contract is based on the device protection program you select.



Verizon Wireless may change the monthly charge, the administration, or the terms and conditions of this Service Contract from time to time upon thirty (30) days written notice to you. Your continued payment of the charges, after such notice, constitutes your acceptance of any changes. If you change your protection program selection, the fee may change. PLEASE REFER TO SECTION XII. OF THIS SERVICE CONTRACT FOR STATE SPECIFIC PROVISIONS THAT MAY APPLY TO YOU.

## **II. WHAT THIS SERVICE CONTRACT COVERS:**

During the term of the Service Contract, Verizon Wireless will pay for the cost of expedited shipping of your individually owned wireless device (hereinafter the "Product") in the event you require a replacement. If there is a defect (including pre-existing) in the material and/or workmanship of your Product after the original equipment manufacturer's warranty, and the Product has been subject only to normal use and service, Verizon Wireless agrees to, at its sole discretion, repair it, or replace it with a device of comparable kind and quality at no charge, provided that you return it in accordance with the terms of this Service Contract. If failure occurs in the Product's battery due to defect in the material and/or workmanship, after the original equipment manufacturer's warranty, Verizon Wireless will repair, or at its sole option, replace, the battery. The replacement device you receive may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices or in covered repairs. All Products replaced by Verizon Wireless shall become the property of Verizon Wireless. THIS SERVICE CONTRACT COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES, INCLUDING THOSE CONTAINED WITHIN THE PRODUCT IN THE ORIGINAL PACKAGING FROM THE ORIGINAL EQUIPMENT MANUFACTURER.

## **III. WHAT THIS SERVICE CONTRACT DOES NOT COVER:**

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner;
- B. Defects or damage from misuse, abuse, accident or neglect;
- C. Defects or damage from improper operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any claim;
- E. Products with labels removed or illegible serial numbers;
- F. Defects or damage due to spills of or immersion in food or liquid;

- G. Scratches on all plastic surfaces and externally exposed parts resulting from normal use;
- H. Damage resulting from normal wear and tear;
- I. Defects or damage covered by the original equipment manufacturer's warranty; and/or
- J. Damage caused by abuse, intentional acts, or the use of the Product in a manner inconsistent with the use for which it was designed, intended or advised by the original equipment manufacturer or that would void such manufacturer's warranty.

#### **IV. HOW LONG THIS SERVICE CONTRACT LASTS:**

Verizon Wireless will provide the benefits described in Paragraph II. beginning on the date your Verizon Wireless service is activated on the Product and the services under this Service Contract are added to your account, and will continue to provide such benefits on a month-to-month basis for as long as you subscribe to this program or for the duration of your continuous active service with Verizon Wireless using the Product, whichever occurs first. Activation will be deemed to be no later than fifteen (15) days from the date of delivery of the Product to you, the owner.

#### **V. HOW TO GET YOUR PRODUCT REPAIRED OR REPLACED UNDER THIS SERVICE CONTRACT:**

At Verizon Wireless' sole discretion, claim fulfillment will be provided at select Verizon Wireless operated retail stores, or by calling Verizon Wireless at (800) 922-0204 (toll free from a landline phone). Your Product may be repaired or replaced at a Verizon Wireless Authorized Repair Facility. If there are no Verizon Wireless Authorized Repair Facilities available in your area, Verizon Wireless will provide you with a replacement device. In the event Verizon Wireless arranges for the repair of the Product, you may be required to deliver your Product for repair as directed by Verizon Wireless. If Verizon Wireless arranges for the replacement of your Product, the replacement device will be shipped directly to you within five (5) business days, or you may be required to pick-up the replacement device at a Verizon Wireless retail location in your area. Once you receive your replacement device, you must return your defective Product to Verizon Wireless in the shipping package we include with the replacement device within five (5) days. If you do not return your defective Product or if you return a Product that is not covered pursuant to Section III of this Service Contract, you will be charged up to the full retail price of the replacement device, which may exceed \$800. However, if you are notified by us that your Product is damaged due to something that is not covered by this Service Contract, you may return the replacement device to Verizon Wireless in the shipping package it came in to avoid being charged the value of the replacement device.

Replacement devices and accessories returned must be in like-new condition to avoid being charged a fee.

**VI. REQUIRED CLAIM SERVICE FEE:**

For covered claims, a non-refundable claim service fee, and any applicable taxes, is payable at the time of claim, as set forth in the schedule below:

Repair and Replacement Fees	
Repair:	\$0
Replacement:	
Tier 1 smartphones	\$49
Tier 2 smartphones, watches, basic phones, and tablets	\$0

**VII. YOUR OBLIGATIONS UNDER THIS SERVICE**

**CONTRACT:**

You must use the Product in a normal way; you must protect against further damage to the Product if there is a covered defect; you must follow the Product's instruction manual.

**VIII. HOW AND WHEN YOU OR WE MAY TERMINATE THIS SERVICE CONTRACT:**

Subject to any State Specific Requirements set forth in Section XII, we may terminate this Service Contract at any time. You may terminate this Service Contract at any time by visiting any Verizon Wireless operated retail location, calling (800) 922-0204 (toll free from a landline phone), or by visiting the MyVerizon page at [verizonwireless.com](http://verizonwireless.com) and requesting cancellation. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Service Contract. If Verizon Wireless terminates this Service Contract you will receive a prorated refund of the most recent monthly fee paid. Cancellation of this Service Contract by Verizon Wireless will be effective no less than thirty (30) days after you receive notice of cancellation. The notice will state the effective date of and reason for cancellation. If you terminate this Service Contract within thirty (30) days of activation of service or other authorized enrollment under this Service Contract plan, whichever is later, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If you

cancel this Service Contract within this time period we will provide you with a refund no later than thirty (30) days after you notify us that you wish to cancel. If we do not provide the refund to you within this time period, you are entitled to receive a refund in the amount of what you paid, plus an extra ten percent (10%) for each month in which the refund is not provided to you. If you terminate this Service Contract more than thirty (30) days after activation of service or other authorized enrollment under this Service Contract plan, whichever is later, or if a claim has been paid during that period, you will receive a prorated refund of the most recent monthly fee paid.

#### **IX. OTHER CONDITIONS:**

This Service Contract is extended to the original owner only and may not be assigned or transferred to a subsequent owner. This is Verizon Wireless' complete Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Service Contract unless made in writing and signed by an officer of Verizon Wireless. Verizon Wireless does not warrant the installation, maintenance or service of the Product, accessories, removable batteries or parts.

- A. Verizon Wireless is not responsible in any way under this Service Contract for any ancillary/peripheral equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary/peripheral equipment. All such equipment is expressly excluded from this Service Contract. Furthermore, Verizon Wireless is not responsible for any damage to the Product resulting from the use of ancillary/peripheral equipment not included with the Product in the original packaging from the original equipment manufacturer.
- B. When the Product is used in conjunction with ancillary/peripheral equipment not included with the Product in the original packaging from the original equipment manufacturer, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/peripheral/ancillary combination, and Verizon Wireless will honor no claim where the Product is used in such a combination and it is determined by Verizon Wireless that there is no fault with the Product. Verizon Wireless specifically disclaims any responsibility for any damage caused in any way by the use of Product accessories/peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories/peripherals are not included with the Product in the original packaging from the original equipment manufacturer.

- C. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ANY REPLACEMENT PRODUCT PROVIDED HEREUNDER, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## **X. GENERAL PROVISIONS:**

- A. This Service Contract sets forth our responsibilities regarding the Product. Repair or replacement of the Product, as described herein, is your exclusive remedy. THIS DOCUMENT IS NOT A WARRANTY OR INSURANCE.
- B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

## **XI. OTHER RIGHTS:**

This Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.

### **HOW DO I RESOLVE DISPUTES WITH VERIZON?**

**WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.**

**YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:**

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES), INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION

("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S CONSUMER ARBITRATION RULES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.

**(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY 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. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.**

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, 43N76, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN

PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER.

(5) WE ALSO OFFER CUSTOMERS THE OPTION OF PARTICIPATING IN A FREE INTERNAL MEDIATION PROGRAM. THIS PROGRAM IS ENTIRELY VOLUNTARY AND DOES NOT AFFECT EITHER PARTY'S RIGHTS IN ANY OTHER ASPECT OF THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL ASSIGN AN EMPLOYEE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR AND THE PROCESS HAS ALL OF THE PROTECTIONS ASSOCIATED WITH MEDIATION. FOR EXAMPLE, NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT **VERIZONWIRELESS.COM** OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO **VERIZONWIRELESS.COM** OR CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM.

(6) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO

ENFORCE THE AWARD ITSELF.

**(8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.**

**(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

## **XII. STATE SPECIFIC PROVISIONS:**

- A. For residents of California, if you cancel this Service Contract thirty (30) days after receipt of this Service Contract, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If we fail to provide you with a refund within thirty (30) days of you notifying Verizon Wireless that you wish to cancel you are entitled to receive an extra ten percent (10%) for each month, or fraction thereof, in which your money is not refunded.
- B. For residents of Connecticut, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116 directly if Verizon Wireless fails to perform according to the terms hereof. The second Section VIII. is deleted and replaced with the following: "You may terminate this Service Contract at any time for any reason by visiting any Verizon Wireless operated retail location, calling (800) 922-0204 (toll free from a landline phone), or by visiting the MyVerizon page at verizonwireless.com and requesting cancellation." Any disputes between Verizon Wireless and residents of Connecticut arising under this Service Contract shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, and a copy of the Service Contract form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attn.: Consumer Affairs.
- C. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless before the expiration of the monthly term for fraud, material misrepresentation or your failure to pay amounts due



hereunder. You may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss. All cancellations will conform to OCGA 33-24-44. Section XI. of this Service Contract does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

- D. For residents of Kentucky, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss.
- E. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; or (3) perform any act or omission or violate any condition of this Service Contract after its effective date that substantially and materially increases the service required under this Service Contract. If we fail to pay the cancellation refund as stated in Section VIII., the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. In the event you do not receive satisfaction under this Service Contract, complaints or questions about this Service Contract may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.
- F. For residents of New Hampshire: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 or (603) 271-2261. Section XI. of this Service Contract is subject to Revised Statutes Annotated 542.
- G. For residents of New Mexico, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; (3) are convicted of a crime that results in an increase in the service required under this Service Contract; or (4) perform any act or omission or violate any condition of this Service Contract that

substantially and materially increases the service required under this Service Contract.

- H. For residents of New York, notwithstanding Section V. of this Service Contract, Verizon Wireless does not provide any repair or replacement services in its stores in New York City, New York. If you have any questions about repair or replacement services, contact Verizon Wireless at (800) 922-0204 (toll free from a landline phone).
- I. For residents of North Carolina, Verizon Wireless may terminate this Service Contract before the expiration of the monthly term only if you fail to pay an amount when due or you violate any term of this Service Contract. The purchase of this Service Contract is not required either to purchase or to obtain financing for the Product.
- J. For residents of Oklahoma, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss.
- K. For residents of Oregon, Section XI. is replaced with the following: IN THE EVENT WE CANNOT RESOLVE ANY DISPUTE, YOU AND WE MAY, IN A SEPARATE AGREEMENT, CONSENT TO ARBITRATION. YOU AND VERIZON WIRELESS UNCONDITIONALLY WAIVE ANY RIGHT TO CLASS ACTIONS, CLASS OR COLLECTIVE ARBITRATIONS AND A TRIAL BY JURY IN ANY RELATED ACTION OR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon. ANY ARBITRATION OCCURRING UNDER THIS SERVICE CONTRACT SHALL BE ADMINISTERED IN ACCORDANCE WITH THE AAA RULES UNLESS ANY PROCEDURAL REQUIREMENT OF THE AAA RULES IS INCONSISTENT WITH THE OREGON UNIFORM ARBITRATION ACT IN WHICH CASE THE OREGON UNIFORM ARBITRATION ACT SHALL CONTROL AS TO SUCH PROCEDURAL REQUIREMENT.
- L. For residents of South Carolina, in the event of a dispute with us, you may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Suite 1000, Columbia, SC 29201 (800) 768-3467.
- M. For residents of Texas, if you cancel this Service Contract at any time Verizon Wireless will provide you with the refund due under this Service Contract no later than forty-five (45) days after you notify Verizon Wireless that you wish to cancel. If Verizon Wireless does not refund your money during this time period, you are entitled to receive the refund due, plus an extra ten percent (10%) for each month in which your money is not refunded. Unresolved complaints or

questions concerning this Service Contract may be addressed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711 or (512) 463-6599.

- N. For residents of Virginia, if any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.
- O. For residents of Wisconsin, this Service Contract may only be terminated by Verizon Wireless before the expiration of the monthly term for nonpayment by you of any amount due hereunder, material misrepresentation by you, or a substantial breach of duties by you. In the event of a total loss of the Product that is not covered by a replacement under this Service Contract, you may cancel this Service Contract and you will receive a prorated refund of the most recent monthly fee paid. By agreeing to Section XI., YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE SERVICE CONTRACT DISPUTES ONLY BY ARBITRATION OR SMALL CLAIMS COURT, AND UNCONDITIONALLY WAIVE ANY RIGHT TO CLASS OR COLLECTIVE ARBITRATIONS AND A TRIAL BY JURY IN ANY RELATED ACTION OR PROCEEDING. PLEASE SEE SECTION X.B. FOR OTHER IMPORTANT TERMS REGARDING ARBITRATION AFFECTING YOUR RIGHTS. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The first sentence of Section XI (1) is deleted in its entirety.
- P. For residents of Wyoming, Section XI. of this Service Contract is replaced with the following: IF THERE ARE DISPUTES BETWEEN YOU AND US THAT ARE NOT RESOLVED BY NEGOTIATIONS, YOU AND WE MAY IN A SEPARATE WRITTEN AGREEMENT VOLUNTARILY CONSENT TO ARBITRATION. ANY ARBITRATION PROCEEDINGS SHALL BE CONDUCTED WITHIN THE STATE OF WYOMING.

## **SELLER:**

The Provider of this contract who is financially and legally obligated to perform service is

Verizon Wireless Services, LLC  
One Verizon Way  
Basking Ridge, NJ 07920  
1.800.922.0204

