

For New York customers only

# Wireless Phone Protection

**Insurance Policy Terms and  
Conditions**

Effective July 31, 2024

**verizon**<sup>✓</sup>

**asurion**

# Summary of Key Terms and Conditions

**Tier 1** devices include smartphones and watches

**Tier 2** devices include smartphones, watches, and tablets

**Tier 3** devices include smartphones, watches, tablets and basic phones

<b>Wireless Phone Protection (WPP)<sup>1</sup></b>	
<b>Coverage</b>	Insurance: Loss, theft and damage
<b>Monthly Charge</b> (depending on device)	Tier 1: \$8.25 Tier 2: \$5.25 Tier 3: \$4.25
<b>Replacement Deductibles</b> (depending on device)	<b>Loss and theft:</b> \$19/\$49/\$99/\$149/\$249  <b>Damage: \$99</b> (unless your loss and theft deductible is less than \$99, in which case your damage deductible will be the same as your loss and theft deductible)
<b>Cracked Screen and Back Glass Repair Deductible</b>	\$0  Available for select smartphones only. To determine your device eligibility for screen and/or back glass repair, visit <a href="http://phoneclaim.com/verizon">phoneclaim.com/verizon</a> or see deductible table.
<b>Claim Limit (Max Claim Amount)</b>	\$3,000 per claim
<b>Max Number of Claims</b>	Unlimited

**All applicable taxes and surcharges extra.**

<sup>1</sup> If you purchase Wireless Phone Protection (insurance) or an option that includes Wireless Phone Protection, the monthly insurance premium may include fees payable to Verizon and/or Asurion.

<b>Additional Information</b>	
Cancellation Policy	<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 optional device protection at any time and receive a prorated refund of your monthly fee. We may cancel your device protection option or change terms by giving you prior written notice as required by law.
Replacement Devices	Claims may be fulfilled with new or refurbished devices and may be the same model or another model of like kind and quality. Replacement devices may contain original or non-original replacement parts. Colors, features and accessory compatibility are not guaranteed.
Arbitration	The Terms for device protection options contain binding Arbitration Agreements. For more information, see below and the attached Terms.

# Important Information and Limitations

**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.**

**Cracked Screen and Back Glass Repair:** Available on select smartphones in select locations and subject to parts and technician availability and other criteria, which are subject to change at any time. Devices with damage to the screen and back glass are not eligible for repair unless the device is eligible for both cracked screen and back glass repair (if ineligible for repair, damage replacement deductible applies). Repairs are performed by an Asurion-certified technician and come with a 12-month limited warranty. Repairs may use new or refurbished parts, may contain original or non-original manufacturer parts, and may void the manufacturer warranty. Repair options may include in-store repair, mail-in repair or at-home repair. To determine your device eligibility for screen and/or back glass repair, visit [phoneclaim.com/verizon](http://phoneclaim.com/verizon). This benefit is provided by Wireless Phone Protection.

**Replacement Devices:** For approved claims, a repair or replacement device will be provided at our discretion. 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 the time of

purchase (not to include bands purchased separate from the watch).

**Optional Insurance Coverage:** You do not need to purchase insurance coverage in order to purchase a device or activate Verizon service.

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

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

**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 TMP MD for Business, coverage applies to lines you have registered for coverage). If you change devices, your deductible, premium and/or monthly charge could change. Please see the sample list of devices in this brochure. Device protection follows the enrolled mobile number (single device coverage options) and follows the registered line on an account with TMP MD for Business.

**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 of up to \$300, 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 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.

**Verizon Extended Warranty:** Verizon Extended Warranty is a service contract, separate and distinct from any product/service warranty which may be provided by the device manufacturer, and does not extend the term of any such product/service warranty.

**Smartphones with Multi-SIM Capability:** Verizon customers with multi-SIM devices have more options for protecting their eligible devices.

Verizon device protection single-device coverage options that include insurance coverage (e.g., Total Mobile Protection for

Business, Verizon Protect Business, TEC, WPP) provide coverage for multi-SIM devices based on the SIM (and associated mobile number) that is enrolled. While you may choose to enroll multiple SIMs (each with a separate mobile number) associated with a single device in a single-device protection option because you plan to move one SIM (and associated mobile number) to a different device, enrolling separate SIMs associated with a single device may result in duplicative coverage and monthly charges. For questions on best options for covering your multi-SIM device(s), call 1.800.256.4646.

For Total Mobile Protection Multi-Device for Business customers, coverage for a multi-SIM device used on an eligible line on the account requires registration of an active SIM (and associated mobile number) that is active on the covered mobile number and shows usage on the device immediately prior to the loss. Should you have more than one SIM (and associated mobile number) active on the same device at the time of loss, only one SIM on an eligible device may be registered for coverage and a claim filed for that device.

**REMINDER:** Enrolled customers with multi-SIM devices can only file one claim on a single device in which two or more separate SIMs (and associated mobile numbers) may be active and in use on the same device prior to the covered loss.

**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 1.877.527.9431 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 policy holder a 30-day advance written notice of any premium or deductible increase.

**Questions** regarding this program should be directed to Liberty Insurance Underwriters Inc.'s licensed agent, Asurion Insurance Services, Inc. which can be reached at 1.888.881.2622 or Asurion Insurance Services, Inc., P.O. Box 110656, Nashville, TN 37222.

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.

### **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.

### **New York Producer Compensation:**

Verizon Wireless Services, LLC ("Producer") has a limited license to sell wireless communications equipment insurance in New York (license #942643) and will be paid a portion of your monthly premium by Liberty Insurance Underwriters Inc. ("Insurer"). The Producer will be compensated by the Insurer if you purchased the insurance. The Producer's compensation may vary based on the product you purchased. For more information about compensation, please ask your sales representative.

## File a claim

If you damage a device or it goes missing, get help fast. Just head over to the online claims portal to get started:

**[phoneclaim.com/verizon](https://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 (including battery replacement):** 1.800.922.0204

All claims must be filed within 90 days of incident.

**NOTE:** Contact Verizon immediately at 1.800.922.0204 to suspend your wireless service if your device is lost or stolen.

**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.



# Insurance (WPP)

## Deductible Amounts

This deductible schedule may be changed from time to time, as some devices may be moved to a different tier during the term of enrollment. Deductibles for select devices:

<b>Tier 1 Smartphones and Watches – Loss and Theft Replacement Deductibles</b>	
Deductible	Sample of devices
\$249	Apple® iPhone® 15, iPhone® 15 Pro, iPhone® 15 Plus, iPhone® 15 Pro Max, Apple® iPhone® 14, iPhone® 14 Pro, iPhone® 14 Plus, iPhone® 14 Pro Max, iPhone® 11, iPhone® 11 Pro, iPhone® 11 Pro Max, iPhone® 12, iPhone® 12 Mini, iPhone® 13 Mini, iPhone® 12 Pro, iPhone® 12 Pro Max, iPhone® 13, iPhone® 13 Pro, iPhone® 13 Pro Max, iPhone® 8 Plus 256 GB, iPhone® X, iPhone® XR, iPhone® XS, iPhone® XS Max, Samsung Galaxy Note 10 Plus, Samsung Galaxy Note 20 5G, Samsung Galaxy Note 20 Ultra 5G, Samsung Galaxy Note 8, Samsung Galaxy Note 9, Samsung Galaxy S10, Samsung Galaxy S10 Plus, Samsung Galaxy S10e, Samsung Galaxy S20 5G, Samsung Galaxy S20 Plus 5G, Samsung Galaxy S20 Ultra 5G, Samsung Galaxy S21 5G, Samsung Galaxy S21 Plus 5G, Samsung Galaxy S21 Ultra 5G, Samsung Galaxy S8 Plus, Samsung Galaxy S9 Plus, Samsung Galaxy S22 Ultra 5G, Samsung Galaxy S22 5G, Samsung Galaxy S22 Plus 5G, Google Pixel 6, Google Pixel 6 Pro, Google Pixel 7 Pro, Samsung Galaxy Z Flip3 5G, Samsung Galaxy Z Fold3 5G, Samsung Galaxy Z Flip4 5G, Samsung Galaxy Z Fold4 5G, Samsung Galaxy S21 FE 5G, Samsung Galaxy S23 Ultra 5G, Samsung Galaxy S23 5G, Samsung Galaxy S23 Plus 5G

## Tier 2 Smartphones, Watches and Tablets – Loss and Theft Replacement Deductibles

Deductible	Sample of devices
\$99	iPhone® 6, iPhone® 6s, iPhone® 7 (32 GB, 128 GB), iPhone® 8 (64 GB, 128 GB), iPhone® SE, iPhone® SE 2020 (64 GB, 128 GB), Apple® Watch 3 GPS+Cellular (38MM, 42MM) Aluminum, Apple® Watch 4 GPS+Cellular (40mm) Aluminum, Apple® Watch 5 GPS+Cellular (40mm) Aluminum, Apple® Watch SE 2021 GPS+Cellular (40mm, 44mm), Kyocera DuraForce Pro 2 64 GB, Motorola MOTO Z3, Motorola MOTO Z4, Motorola One 5G UW 128 GB, Samsung Galaxy A42 5G 128 GB, Samsung Galaxy A50 64 GB, Samsung Galaxy A51 128 GB, Samsung Galaxy Watch 3 (41mm, 45mm), Samsung Galaxy Watch (42mm, 46mm), Samsung Galaxy Watch Active2 (40mm, 44mm)
\$149	iPad® 10.2" 128 GB (2020), iPad® 2017 128 GB, iPad® 6 9.7" 128 GB (2018), iPad® 64 GB (2021) Wi-Fi+Cellular, iPad® 7th Generation 128 GB, iPad® Air (16 GB, 32 GB, 64 GB), iPad® Air 2 (16 GB, 32 GB, 64 GB), iPad® Air 3 64 GB, iPad® Mini 2 (16 GB, 32 GB, 64 GB), iPad® Mini 5 64 GB, iPhone® 6 Plus, iPhone® 6s Plus, iPhone® 7 Plus (32 GB, 128 GB), iPhone® 8 256 GB, iPhone® 8 Plus (64 GB, 128 GB), iPhone® SE 2020 256 GB, Apple® Watch 4 44MM (GPS+Cellular) Aluminum, Apple® Watch 5 44mm (GPS+Cellular) Aluminum, Apple® Watch 5 Nike 44mm (GPS+Cellular), Apple® Watch 6 (40MM, 44MM) (GPS+Cellular) Aluminum, Apple® Watch 7 (41MM, 45MM) (GPS+Cellular) Aluminum, Apple® Watch 8 (41MM, 45MM) (GPS+Cellular) Aluminum, Google Pixel 2 64 GB, Google Pixel 4A 5G UW 128 GB, LG G6, LG G7 ThinQ 64 GB, LG Velvet 5G 128 GB, Motorola Moto Z Force, Motorola Moto Z2 Force, Motorola Moto Edge 5G, Nokia 8 V 5G UW 64 GB, Samsung Galaxy A51 5G 128 GB, Samsung Galaxy A71 5G 128 GB, Samsung Galaxy S20 FE 5G UW 128 GB, Samsung Galaxy S6 (32 GB, 64 GB), Samsung Galaxy S7 32 GB, Samsung Galaxy S7 Edge 32 GB, Samsung Galaxy S8 64 GB, Samsung Galaxy S9 64 GB, iPad® Air (2020), iPad® Pro 10.5, iPad® Pro 11" (2018, 2020, 2021, 2022), iPad® Pro 12.9" (2018, 2020, 2021, 2022), iPad® Pro 9.7, Samsung Galaxy Tab S7 5G 128 GB, Samsung Galaxy Tab S7 Plus 5G 128 GB

### Tier 3 Smartphones, Watches, Tablets and Basic Phones– Loss and Theft Replacement Deductibles

Deductible	Sample of devices
\$19	Alcatel Go Flip V, Kyocera Cadence, Kyocera Dura XV Extreme With Camera, Kyocera Dura XV LTE, Motorola Moto G Power 64 GB, Motorola Moto G7 Power 32 GB, Novatel Wireless MiFi 6620L, Novatel Wireless MiFi 8800L, Orbic Speed 4G, Samsung Galaxy A01 16 GB, Samsung Galaxy A02 32 GB, Samsung Galaxy A10e 32 GB, Samsung Galaxy A20 32 GB, Samsung Galaxy J3 V (2018), Samsung Galaxy J7 V, Samsung Galaxy J7 V 2, Verizon Gizmo Watch 2
\$49	LG GPad 5 10.1 32 GB, Samsung Galaxy Tab A 8 32 GB (2019), Samsung Galaxy TAB A 8.4 32 GB, Samsung Galaxy Tab E, Samsung Galaxy Tab E 8.0 32 GB, iPad® 10.2" 32 GB (2020), iPad® 5th Generation 32 GB, iPad® 6 9.7" 32 GB (2018), iPad® 7th Generation 32 GB, Samsung Galaxy Tab S5e 10.5" 64 GB

### Damage Replacement Deductible

Deductible	Notes
\$99	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**

prior to 7/31/24, cracked screen only

**Cracked Screen and Back Glass Repair Deductible**

effective 7/31/24, cracked screen and back glass

Deductible	Notes
\$0	<p>Available for select smartphones only.</p> <p>To determine your device eligibility for screen repair, visit <a href="http://phoneclaim.com/verizon">phoneclaim.com/verizon</a>.</p> <p>As of 7/31/24, back glass repair limited to the following devices:  Apple® iPhone® 14/14+/15/15+/15 Pro/15 Pro Max  Samsung Galaxy S20+/S20 Ultra/S20 UW/S20FE/S21/S21+/S21 Ultra/S21FE/S22/S22+/S22 Ultra/S23/S23FE / S23+/S23 Ultra/S24/S24+/S24 Ultra  Samsung Galaxy Note 20/20 Ultra  Google Pixel 6/6 Pro/7/7 Pro/8/8 Pro</p> <p>To determine your device eligibility for back glass repair, including new models, visit <a href="http://phoneclaim.com/verizon">phoneclaim.com/verizon</a>.</p>

**All deductibles are nonrefundable, and per approved claim.**If you don't see your device, go to [phoneclaim.com/verizon](http://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
<p>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.</p>		

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	QQ1
\$19	A1, M1, S1, Y1, EE1, KK1
\$49	E1, Q1, W1, CC1, II1, OO1
\$99	B1, N1, T1, Z1, FF1, LL1, RR1
\$149	C1, F1, O1, R1, U1, X1, AA1, DD1, GG1, JJ1, MM1, PP1
\$249	D1, P1, V1, BB1, HH1, NN1

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 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.





