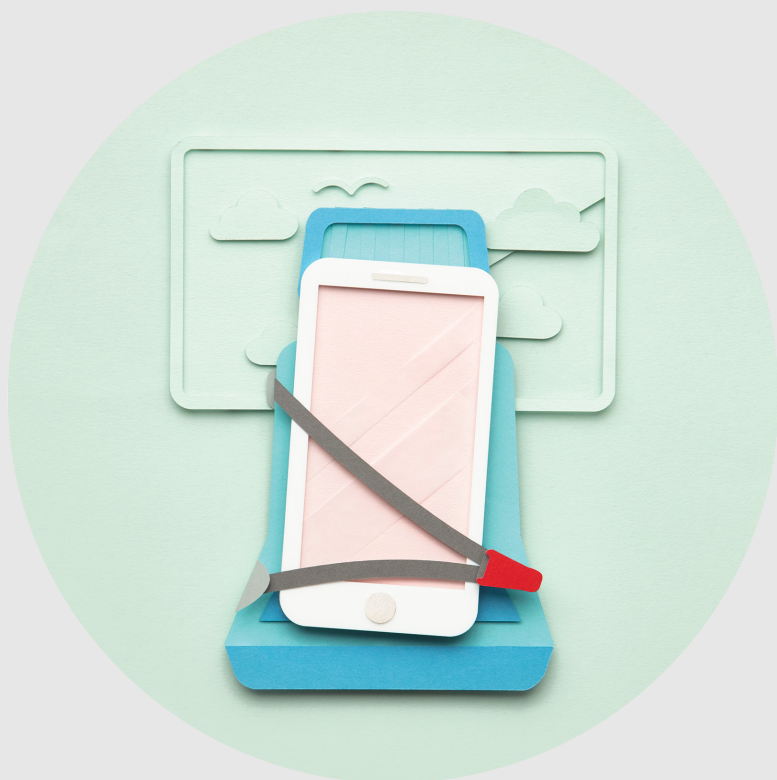


**This is the  
brochure  
your device  
wants you  
to read.**

**Total Mobile Protection**  
Total Mobile Protection Multi-Device



asurion 

verizon 

# Protection and support that's worthy of your new device.

## Get it all with Total Mobile Protection (TMP):

### Fast repair or next-day replacement

TMP customers in select markets with certain smartphones now have the option to repair their cracked screen as soon as the same day. As soon as next-day replacement is still available for all customers if your device is lost, stolen, damaged or suffers a post-warranty defect, saving you up to hundreds when the unexpected happens.

### Verizon Tech Coach

Tech Coach provides smart support for your device and virtually everything it connects to. From transferring important content to connecting your device with wireless speakers, printers, TVs and more, Tech Coach can unlock the potential of your new device.



### Get Tech Coach at your fingertips

For even faster access to support, download the Tech Coach app<sup>1</sup>, included with TMP and TMP Multi-Device. From the app you can chat or speak live with a Tech Coach in seconds. You'll also receive personalized tips to keep your device running like new, plus you can access self-help guides at any time.

### Need to cover multiple devices?

With TMP Multi-Device you get flexible coverage where you can share nine claims across your three registered lines<sup>2</sup> and get Tech Coach support for all devices on the account.

### What does TMP Multi-Device flexible coverage mean?

Enrollment in Total Mobile Protection Multi-Device provides you with three registrations, each of which provides an eligible line on your account with coverage for loss, theft, damage and post-warranty defects. For example, a four line account can register up to three lines, each for loss, theft, damage and post-warranty defect coverage. Your coverage is flexible because you do not need to register a particular line for coverage until you submit a claim on it.

**To enjoy the benefits of TMP and TMP Multi-Device, go to [GetMyTC.com](https://www.getmytc.com) from your device.**

<sup>1</sup>The Tech Coach app collects data from the user's device to facilitate certain Tech Coach services, to include but not be limited to the Tap-to-Call, Tap-to-Chat and device optimization and insights functionality. This data is used solely for Tech Coach services.

For complete details, see the Tech Coach terms and conditions. Device must be on and within the Verizon Wireless Data Network Coverage Area for the Tech Coach app to function. Data usage applies for download and use. The self-help and proactive support functionality is available at no charge for eligible devices.

<sup>2</sup>Your account must have 3 eligible lines to be enrolled in Account Based Coverage.

## Details and coverage options

# Equipment Protection

TMP and TMP Multi-Device are a combination of multiple products, each of which is available separately.

Monthly Charge	Smartphones & iPhone Devices	Basic Devices & Tablets
TMP	\$11.00	\$9.00
TMP Multi-Device	\$33.00	
<b>Wireless Phone Protection<sup>1</sup></b>		
Coverage	Loss, Theft, Damage	
Replacement Deductible <sup>2</sup>	\$49 / \$99 / \$149 / \$199	
Cracked Screen Repair <sup>3</sup> Deductible	\$79.00	N/A

Repair deductibles of \$29 and \$69 do not apply to any device models at this time but may be used in the future.

## Verizon Wireless Extended Warranty<sup>4</sup>

Coverage	Post-Warranty Defects (Florida Customers refer to footnote 4)
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## Verizon Tech Coach

Fast, personalized support for your mobile device	Receive personalized tips to stay ahead of potential device issues and access self-help content at any time <sup>5</sup>
Smart Support (phone or chat) Online help and tutorials	Download the Tech Coach app to talk or chat live with a single tap from your device

**Products Available Separately.** Total Mobile Protection (TMP) and Total Mobile Protection Multi-Device are combinations of multiple products, each of which is available separately: Wireless Phone Protection (WPP) \$5.00/mo. for Basic Devices & Tablets or \$7.15/mo. for Smartphones & iPhone Devices; Verizon Wireless Extended Warranty (EW) \$3.00/mo.; and Verizon Tech Coach \$7.00/mo.

You may also purchase Total Equipment Coverage (TEC) for \$7.00/mo. for Basic Devices & Tablets or \$9.00/mo. for Smartphones & iPhone Devices. TEC is a combination of 2 products, each of which is available separately: Wireless Phone Protection (WPP) \$5.00/mo. for Basic Devices & Tablets or \$7.15/mo. for Smartphones & iPhone Devices; and Verizon Wireless Extended Warranty (EW) \$3.00/mo.

**Covered and Replacement Equipment.** If your device is lost, stolen or damaged, your accessories are covered too—one each of the following: standard battery, standard car charger, standard case, standard home charger and standard earbud. 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. You may also receive generic accessories with lost, stolen or damaged claims.

**Claim Limits for Lost, Stolen and Damaged Devices.** 3 claims in 12 months. For Total Mobile Protection Multi-Device it's 9 shared claims in 12 months. Equipment claim maximum — \$400 or \$1,500, depending on device.

**Cancellation Policy.** Change your mind? You can cancel your coverage at any time and receive a prorated refund of your monthly fee.

<sup>1</sup> Lost, stolen or damaged phone replacements are provided by Wireless Phone Protection (WPP), which is insurance coverage underwritten by Liberty Insurance Underwriters Inc. or one of its insurance company affiliates; in Florida WPP includes coverage for post-warranty defects (deductible applies). Asurion Insurance Services, Inc. (in NY, Asurion; in California, Agent License #0B35141; in Iowa, Agent license #1001000131) is the agent and provides the claims servicing under this program. Except in Florida, replacements for post-warranty defects are provided through the Verizon Wireless Extended Warranty program; the obligor of the extended warranty program is Verizon Wireless Services, LLC. The Verizon Wireless Extended Warranty program is not available in Florida.

<sup>2</sup> For a sampling of devices by deductible, see chart on attached panel.

<sup>3</sup> Only available in select markets on certain smartphones.

<sup>4</sup> Verizon Wireless Extended Warranty (EW) Program is not available in Florida; in Florida, coverage for post-warranty defect is provided by Asurion's insurance program (deductible applies).

<sup>5</sup> The self-help and proactive support functionality is available at no charge for eligible devices.

# A lost, stolen or damaged device is painful. Filing a claim shouldn't be.

## Replacements for loss, theft and damage

You can file your claim online in minutes and get reconnected quickly with next day shipping.

## Cracked screen repair

Keep your same device by getting your cracked screen repaired at an Asurion Certified Repair Provider location.

## Just for clarity

You don't need to purchase insurance coverage to activate your Verizon Wireless service. You may already have coverage under your homeowner's insurance or other means. Your wireless representative is not qualified to evaluate your existing insurance coverage. Once your eligibility is verified, the monthly fee will be added to your wireless bill. For customers who elect insurance coverage, the monthly insurance premium includes a fee payable to Asurion Insurance Services, Inc.

Your coverage applies to the device being used on your mobile number. If you change devices, your deductible or premium could change. Please see the sample list of devices in this brochure.

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.

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.

Receive a replacement device that's delivered as soon as the next day. In select markets for certain smartphones, same-day repair of your cracked screen is also available. All claims must be filed within 90 days of incident.

## File a claim for a Lost, Stolen or Damaged Device:

- Visit [verizonwireless.com/TMP](http://verizonwireless.com/TMP), call Asurion at **1.888.881.2622** or log on to your My Verizon account
- Have the make and model of your device available
- Have a method of payment for your deductible on hand

## File a claim for a Post-Warranty defect:

- Call 1.866.406.5154 or visit any Verizon Wireless store
- Florida customers please call 1.888.881.2622

### Information to know before making a claim:

Wireless number	
Device make	
Device model	
Date of purchase	

### Information to know after making a claim:

Date claim filed	
Claim number	
Date claim approved	

## To enroll:

Call **1.800.256.4646**

Visit a **Verizon Wireless store**

**You only have 30 days from activation/upgrade to enroll.**

\*Cracked screen repair is only available in select markets for certain smartphone models.

# Deductible Amounts

**Repair Deductible\*** is \$79 for all eligible devices.

**Replacement Deductibles** for select devices:

## Smartphones & iPhones

### \$49 DEDUCTIBLE

HTC Desire 526, LG K4 LTE, LG K8 V, LG Lancet, Microsoft Lumia 735, Samsung Galaxy J3 V

### \$99 DEDUCTIBLE

Apple® iPhone® 5S 16GB, Apple® iPhone® SE 16GB, Apple® iPhone® SE 64GB, Kyocera Brigadier, Motorola Droid Maxx 2

### \$149 DEDUCTIBLE

Apple® iPhone® 6 16GB, Apple® iPhone® 6 Plus 16GB, Apple® iPhone® 6S 16GB, Apple® iPhone® 6S Plus 16GB, Apple® iPhone® 7 32GB, Google Pixel 32GB, HTC 10, LG G4, LG G5, LG V10, Motorola Droid Turbo, Motorola Droid Turbo 2, BlackBerry® PRIV, Samsung Galaxy Note 5 32GB, Samsung Galaxy S5, Samsung Galaxy S6 32GB, Samsung Galaxy S6 64GB, Samsung Galaxy S7 32GB

### \$199 DEDUCTIBLE

Apple® iPhone® 6 64GB, Apple® iPhone® 6 128GB, Apple® iPhone® 6 Plus 64GB, Apple® iPhone® 6 Plus 128GB, Apple® iPhone® 6S 64GB, Apple® iPhone® 6S 128GB, Apple® iPhone® 6S Plus 64GB, Apple® iPhone® 6S Plus 128GB, Apple® iPhone® 7 128GB, Apple® iPhone® 7 256GB, Apple® iPhone® 7 Plus 32GB, Apple® iPhone® 7 Plus 128GB, Apple® iPhone® 7 Plus 256GB, Google Pixel 128GB, Google Pixel XL 32GB, Google Pixel XL 128GB, Samsung Galaxy Note 5 64GB, Samsung Galaxy S6 128GB, Samsung Galaxy S7 Edge 32GB

If you don't see your device, go to [phoneclaim.com/verizon](http://phoneclaim.com/verizon) or call 1.888.881.2622 for your device deductible.

\*For repair availability go to [phoneclaim.com/Verizon](http://phoneclaim.com/Verizon).

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## Basic Devices

### \$49 DEDUCTIBLE

Kyocera DuraXV Plus, LG Cosmos 3, LG Exalt II, LG Extravert 2, LG GizmoGadget, LG GizmoPal 2, LG Revere 3, LG Terra, Samsung Convoy 3, Samsung Convoy 4, Verizon Ellipsis Jetpack MHS800L, Verizon Jetpack 4G LTE AC791L, Verizon Jetpack Mifi 6620L

### \$99 DEDUCTIBLE

LG Watch Urbane, Samsung Gear S2, Samsung Gear S2 Classic

## Tablets

### \$49 DEDUCTIBLE

Asus ZenPad Z8, Samsung Galaxy Tab E, Samsung Galaxy Tab E 8.0", Verizon Ellipsis 8, Verizon Ellipsis 10, Verizon Ellipsis Kids

### \$99 DEDUCTIBLE

LG GPad X8.3

### \$149 DEDUCTIBLE

Apple® iPad® Air 2 16GB, Apple® iPad® Mini 2 16GB, Apple® iPad® Mini 2 32GB, Apple® iPad® Mini 4 16GB, Apple® iPad® Mini 4 64GB, Samsung Galaxy Tab S2, Samsung Galaxy View

### \$199 DEDUCTIBLE

Apple® iPad® Air 32GB, Apple® iPad® Air 2 64GB, Apple® iPad® Mini 2 128GB, Apple® iPad® Mini 4 128GB, Apple® iPad® Pro 9.7" 32GB, Apple® iPad® Pro 9.7" 128GB, Apple® iPad® Pro 9.7" 256GB, Apple® iPad® Pro 12.9" 128GB, Apple® iPad® Pro 12.9" 256GB

**Note:** Repair deductibles of \$29 and \$69 do not apply to any device models at this time but may be used in the future.

**LIBERTY INSURANCE UNDERWRITERS INC.**  
**WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE INSURANCE POLICY**  
**LIBERTY INSURANCE UNDERWRITERS INC.**

**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 Liberty Insurance Underwriters Inc. that is providing the 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 associated with a specific enrolled mobile number active on the Additional Insured’s account for wireless communication service with the Wireless Service Provider.

(2) Account Based Coverage means coverage for the device in use on any mobile telephone number you have registered for coverage and that is active on the Additional Insured’s account for wireless communication service with the Wireless Service Provider. For coverage to exist on any device, the Additional Insured must have registered the mobile telephone number on which the device is used for Account Based Coverage.

When a mobile telephone number is removed from the Additional Insured’s account with the Wireless Service Provider, coverage ceases immediately for any Covered Property associated with that mobile telephone 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 your account after coverage became effective; unless you have logged outgoing airtime on a different wireless phone 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 your account with the Wireless Service Provider immediately prior to the time of loss.

**b. If you have subscribed to Account Based Coverage:** When you purchase Account Based Coverage (Total Mobile Protection Multi-Device), unless you purchase additional coverage, you receive three enrolled mobile numbers (i.e., three units of coverage), each of which can be assigned to one mobile telephone number in use on your account with the Wireless Service Provider. To assign one of your units of coverage (i.e., an enrolled mobile number) to one of your mobile telephone numbers, you must register (with either Asurion or the Wireless Service Provider) the mobile telephone number on which you want coverage to apply.

When you assign an available enrolled mobile number to a mobile telephone number on your account, the device in use on the registered (i.e., assigned) mobile telephone number becomes Covered Property so long as the device: a) is in use on a mobile telephone number that is registered under an enrolled mobile number, b) is owned by you; c) 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 d) outgoing airtime usage has been logged by the device with the Wireless Service Provider on your account after your account was enrolled in Total Mobile Protection Multi-Device. If you change devices in use on a registered mobile telephone number, the new device becomes the Covered Property in place of the previous device so long as the requirements of this paragraph are met.

Unless you are eligible for and purchase additional units of coverage, you may only register three (3) mobile telephone numbers for coverage. If you purchase additional units of coverage, each additional unit of coverage you purchase allows one (1) additional mobile telephone number on your account to be registered. Please consult the Total Mobile Protection Multi-Device protection brochure or contact Asurion or the Wireless Service Provider regarding enrolled mobile number coverage or mobile telephone number registration.

**c. The following applies to both Line Based coverage and Account Based coverage:** Accessories used with the wireless device above: one standard battery (attached to wireless device at time of loss if lost or stolen); one standard cigarette lighter adaptor; one standard leather case; one standard home charger; one standard earbud. The following Netbook accessories as part of a Netbook loss: one standard Netbook power cord and one standard battery. The following Tablet accessories as part of a Tablet loss:



one standard wall/USB charger, one 16GB microSD memory card, and one standard earbud. The following iPhone accessories as part of an iPhone loss: one standard wall/USB charger, one standard earbud, and one standard sync cable. The following iPad accessories as part of an iPad loss: one standard wall charger and one standard sync cable.

### 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).

## 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 either: four hundred dollars (\$400) if the Covered Property is found in Schedule A or Schedule E; or fifteen hundred dollars (\$1,500) if the Covered Property is found in Schedules B, C, D, F, G, H, I, J, K, L, M, N or O. 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 three (3) losses 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 nine (9) approved claims. If you are eligible for and purchase additional coverage, each line of additional coverage you purchase allows three

(3) additional approved claims beyond the initial nine (9) approved claim limit.

The applicable Aggregate Limit is determined based on the total number of enrolled mobile numbers on an Additional Insured's account with the Wireless Service Provider at the time coverage for the Additional Insured begins. If during the coverage period, the Additional Insured adds or removes enrolled mobile numbers from their account with the Wireless Service Provider, the Aggregate Limit will automatically adjust after completion of each covered claim based on the total number of enrolled mobile numbers on their account immediately after completion of the claim. If the number of losses in the prior 12 month time period equals or exceeds the Aggregate Limit applicable after completion of the claim, coverage will cease immediately.

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 either \$49, \$99, \$149, \$199, \$49, \$99, \$149, \$199, \$49, \$99, \$149, \$199, \$79, \$29 or \$69 depending on whether the Covered Property is found in Schedule A, B, C, D, E, F, G, H, I, J, K, L, M, N or O and 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.

complied with all the terms of the policy, and we have agreed with the Insured about the repair or replacement.

## 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

## 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

("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 your Wireless Service Provider; 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.

# SERVICE CONTRACT

## I. FEE:

You will be billed a monthly fee in the amount of \$3.00, in advance, to receive this Service Contract. If you purchase this protection as a part of a Total Equipment Coverage program bundle which has a monthly charge of \$7.00 or \$9.00, the monthly fee for this Service Contract, which is included in the total charge for the protection program, will be \$2.00 or \$1.85, respectively. If you purchase this protection as a part of a Total Mobile Protection program bundle which has a monthly charge of \$9.00 or \$11.00, the monthly fee for this Service Contract, which is included in the total charge for the protection program, will be \$2.00 or \$1.85, respectively. If you purchase this protection as a part of a Total Mobile Protection Multi-Device program bundle which has a monthly charge of \$33.00, the monthly fee for this Service Contract, which is included in the total charge for the protection program, will be \$5.55 for the first three lines (each additional covered line is \$1.85). The fee for this Service Contract is based on the equipment 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:

If there is a defect (including pre-existing) in the material and/or workmanship of your individually owned wireless device (hereinafter the "Product"), and the Product has been subject only to normal use and service, Verizon Wireless agrees to replace the Product at no charge, as long as you return it in accordance with the terms of this Service Contract. 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. 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 OR REMOVABLE BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

## 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, 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; and/or
- I. Defects or damage covered by the original equipment 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 REPLACEMENT DEVICE UNDER THIS SERVICE CONTRACT:

To receive your replacement device, present your Product to any Verizon Wireless retail location. Alternatively, you may call 1.866.406.5154 (toll free from a landline phone). If the Product is determined to be defective, whether that determination is made over the phone or in-store, Verizon Wireless will ship your replacement device directly to you. 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 \$800.00. 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 they 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. 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.

## VII. HOW AND WHEN YOU OR WE MAY TERMINATE THIS SERVICE CONTRACT:

Subject to any State Specific Requirements set forth in Section XI., we may terminate this Service Contract at any time. You may terminate this Service Contract at any time by visiting any Verizon Wireless retail location and requesting cancellation, by calling 1.866.406.5154 (toll free from a landline phone), or by visiting the MyVerizon page at [verizonwireless.com](http://verizonwireless.com). 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.

### **VIII. OTHER CONDITIONS:**

- A. 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 equipment, accessories, removable batteries or parts.
- B. Verizon Wireless is not responsible in any way under this Service Contract for any ancillary equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary 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 equipment not furnished by Verizon Wireless for use with individually owned equipment.
- C. When the Product is used in conjunction with ancillary or peripheral equipment not furnished by Verizon Wireless, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/peripheral 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 and peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories and peripherals are not furnished by Verizon Wireless.
- D. 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.

### **IX. GENERAL PROVISIONS:**

- A. This Service Contract sets forth our responsibilities regarding the Product. 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.

### **X. OTHER RIGHTS:**

- A. This Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.
- B. YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE DISPUTES REGARDING THIS SERVICE CONTRACT ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS SERVICE CONTRACT, 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 THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE CONTRACT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING OF THIS SERVICE CONTRACT OR FOR ANY SUCH PRODUCTS AND 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.
- (2) UNLESS YOU AND VERIZON WIRELESS AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S RULES FOR CONSUMER DISPUTES 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), THE BBB (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 SERVICE CONTRACT, 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 SERVICE CONTRACT. ANY QUESTIONS REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT NOT THE ARBITRATOR.
- (4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS SERVICE CONTRACT, 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 WIRELESS SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, VC52N061, 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 PAY 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 WIRELESS 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, AS WELL AS FOR ANY APPEAL TO A PANEL OF THREE NEW ARBITRATORS (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS SERVICE CONTRACT).

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

## **XI. 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 Balboa Insurance Company, Suite 200, 3349 Michelson Drive, Irvine, CA 92612-8893, directly if Verizon Wireless fails to perform according to the terms hereof. 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 Federal Insurance Co., 15 Mountain View Road, Warren, NJ 07059, 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.
- D. For residents of Kentucky, you may file a claim with Federal Insurance Co., 15 Mountain View Road, Warren, NJ 07059, 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.
- 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 (800) 852-3416.
- 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 5 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 1.866.406.5154 (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 Oregon, any arbitration occurring under this Service Contract shall be administered in accordance with the WIA Rules unless any procedural requirement of the WIA Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

- K. 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 803-737-6160.
- L. 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. Texas license number: 389.
- M. 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 X.B., 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.**

**SELLER:**

The Provider of this contract who is financially and legally obligated to perform service is Verizon Wireless Services, LLC (In Virginia, Verizon Communications, Inc.)

One Verizon Way

Basking Ridge, NJ 07920

1.866.406.5154

## VERIZON WIRELESS TECH COACH TERMS OF SERVICE

Your use of Verizon Wireless Tech Coach ("Services") is subject to the Terms of Service ("TOS"). Please read the TOS carefully, and do not use the Services if You disagree with them. Additional information about the Services is available at [www.verizonwireless.com](http://www.verizonwireless.com).

**Supported Devices & Use of Services.** The Services are available for devices associated with each line enrolled in either the Total Mobile Protection or Tech Coach programs ("Supported Devices"). To use the Services, You must have an active Verizon Wireless account and a Supported Device, and You must provide Us with the wireless number associated with Your Supported Device when seeking Services. Data usage charges may apply to the Services, and You are solely responsible for their payment. In some circumstances, You may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and You are responsible for the cost of that equipment or software.

**Scope of the Services.** The Services include: (a) technical support for Your Supported Device and the operating systems and software applications either thereon or intended to be used thereon; and (b) technical support for the use of Your Supported Device with other devices and services manufactured to be compatible with Your Supported Device or intended to be connected thereto. The Services do not include: (a) activation of Your Supported Device; (b) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (c) facilitating or activating over-the-air updates to operating systems, firmware, or other software on Your behalf; (d) diagnostic support unrelated to Your Supported Device; (e) modification of Original Equipment Manufacturer ("OEM") software; (f) installation of third-party software or OEM drivers not supported by the Supported Device; (g) setup, support or repair of computers, peripherals or home or wireless routers, modems or networks; (h) installation of non-sanctioned applications; or (i) data migration from computer device to computer device.

**Backup of Software and Data.** You are responsible for backing up the software or data stored on Your Supported Device and other devices included in the Services. Verizon Wireless is not responsible for any loss, alteration or corruption of any software or data, and We may decline to provide Services to You if it is determined that You have not taken appropriate backup measures.

**Commercially Reasonable Efforts.** Verizon Wireless will use commercially reasonable efforts to provide the Services. This means that if We are unable to resolve Your issue after making commercially reasonable efforts, We have the right and discretion to refuse to take further efforts to do so. Additionally, in some instances, We may have limited information from vendors, manufacturers and developers, and We may not have the ability to obtain the proprietary or other information required to resolve Your issue. Some technical problems that You encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case We may not be able to resolve Your issue. In those circumstances, You still are liable for any fees or charges associated with the Services.

**Remote Access Applications.** To receive Services, You may be required to run certain software applications on Your Supported Device and other devices included in the Services ("Software"). The Software may include tools that allow Verizon Wireless to access Your devices and any content stored thereon remotely. You agree to comply with the terms applicable to the Software, and in the event of a conflict between those terms and the TOS, the Software-specific terms control with regard to the Software only. You acknowledge and agree that You will not copy or modify the Software or any other materials provided to You in connection with the Services.

**Representations and Authorizations.** When seeking service, You represent that You are the owner or an authorized user of the Supported Device or other devices included in the Services, as well as any software thereon, and We reserve the right to refuse to provide Services to You, if We determine that You are not the owner or authorized user. When seeking service, You: (a) expressly consent to Tech Coaches remotely accessing Your Supported Device, other devices included in the Services and any data, videos, pictures, text messages or other content thereon; and (b) expressly authorize Tech Coaches to effect changes to Your devices, to the extent necessary to provide the Services, and You acknowledge and agree that such changes may be permanent and irreversible.

**Passwords.** If You know or suspect that the passwords associated with or stored on Your Supported Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

**Claim Limitation.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that time results in the claim being forever barred.

**Right to Terminate.** Verizon Wireless reserves the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges associated with the Services. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges associated with the Services that We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services. If You wish to terminate Your access to the Services, please contact Us by calling (800) 922-0204 or visiting [www.verizonwireless.com](http://www.verizonwireless.com).