

The following is a generalized description of the Policy. For a complete copy of the terms and conditions, please go to [phoneclaim.com/verizon](http://phoneclaim.com/verizon).

## **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 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. The following Apple Watch accessories as part of an Apple Watch loss: one standard wrist band (attached to device at time of loss if lost or stolen) of like kind and quality to the band received at time of purchase (not to include bands purchased separate from the watch), one standard adapter, and one standard charging 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.

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\*or one of its insurance company affiliates.

## 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 either: four hundred dollars (\$400) if the Covered Property is found in Schedule A or Schedule E; or two thousand dollars (\$2,000) if the Covered Property is found in Schedules B, C, D, F, G, H, I, J, K, L, M, N, O, P, or Q. 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 for lost, stolen or directly damaged, and unlimited cracked screen 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.

*In the State of Florida, the above paragraph C.2. is replaced in its entirety by the following:*

2. When Line Based Coverage is chosen by the Additional Insured, each Additional Insured is limited to three (3) losses for mechanical or electrical breakdown or being lost, stolen or directly damaged, and unlimited cracked screen 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 and unlimited cracked screen 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 \$9, \$99, \$149, \$199, \$9, \$99, \$149, \$199, \$9, \$99, \$149, \$199, \$29, \$29, \$69, \$249, or \$249 depending on whether the Covered Property is found in Schedule A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, or Q 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.

## 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.

### 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 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.

## DISCLOSURE – 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". The Federal Share and Program Trigger by calendar year are: Calendar Year 2015: Federal Share 85% - Program Trigger \$100,000,000. Calendar Year 2016: Federal Share 84% - Program Trigger \$120,000,000. Calendar Year 2017: Federal Share 83% - Program Trigger \$140,000,000. Calendar Year 2018: Federal Share 82% - Program Trigger \$160,000,000. Calendar Year 2019: Federal Share 81% - Program Trigger \$180,000,000. Calendar Year 2020: Federal Share 80% - Program Trigger \$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. 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.

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## Not Insurance or Service Contract

### VERIZON WIRELESS TECH COACH TERMS OF SERVICE

Your use of Verizon Wireless Tech Coach ("Services") is subject to the Tech Coach Terms of Service described below; Your use is also subject to the Verizon Wireless Customer Agreement, which is available at [www.verizonwireless.com](http://www.verizonwireless.com). Please read both the Tech Coach Terms of Service and the Verizon Wireless Customer Agreement, 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 programs (includes "TMP" or "TMP Multi-Device," hereinafter collectively referred to as "TMP") or Tech Coach ("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 Devices and the operating systems and software applications on it; (b) technical support for the use of Your Supported Devices with other devices and services manufactured to be compatible with Your Supported Device or intended to be connected to it; and (c) for select Supported Devices, in select locations, TMP customers may be eligible for same-day delivery services for replacements provided under their insurance program and device setup by a delivery and setup expert ("Setup Services"). Setup Services provided with same-day delivery for replacements under TMP may include activation, data migration services and/or initial device configuration and connectivity.

The Services do not include: (a) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (b) facilitating or activating over-the-air updates to operating systems, firmware, or other software on Your behalf; (c) diagnostic support unrelated to Your Supported Device; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Supported Device; (f) setup, support or repair of computers, peripherals or home or wireless routers, modems or networks; (g) installation of non-sanctioned applications; (h) data migration from computer device to computer device; or (i) assistance with specialized devices related to medical care, including but not limited to, emergency assistance/first responder devices. From time to time, Verizon Wireless may make available to You certain optional promotional offers that are separate from the Services.

## **Tech Coach Mobile Application.**

The Services also include access to the Tech Coach Mobile Application ("App") that is provided to You directly by Asurion Mobile Applications, LLC. The App provides several functions, including access to the Services through click-to-call, click-to-chat, self-help information, and educational notifications; and may at a future date provide other functions including backup of photos and videos and password management and other device and identity security features. The App is subject to a separate end-user license agreement available at [www.phoneclaim.com/verizon/techcoachapp/terms/](http://www.phoneclaim.com/verizon/techcoachapp/terms/), which is independent of the Tech Coach Terms of Service and Verizon Wireless Terms of Service.

## **Same-day Replacement Delivery and Setup Services.**

If You are enrolled in TMP, and located in a market where same-day delivery is available, You may be eligible to receive Your replacement device on the same-day You file Your insurance claim and it is approved for a replacement. Only claims filed by 4:00 p.m., local time, and that meet the eligibility requirements, may receive a replacement device from a delivery and setup expert by 9 p.m., local time, on the same-day their claim was filed and approved. Your device's eligibility for this service is determined at the time an insurance claim is made and approved. Limitations and exclusions may apply.<sup>1</sup> Setup Services will not include dismantling or installation of equipment unrelated to the replacement device. In order to be eligible for Setup Services, someone at least 18 years of age must be present at all times while the delivery and setup expert is on site and performing the requested Setup Services. The delivery and setup expert will contact You prior to delivering Your replacement device and Setup Services to verify the delivery window. If You do not confirm Your availability for Your scheduled delivery and Setup Services, Tech Coach reserves the right to cancel Your delivery and Setup Services. If eligible for Setup Services, You may be required to sign a consent form to perform the requested services prior to any services being performed. You agree to provide a safe, non-threatening environment for the delivery and setup expert to perform the Setup Services. The delivery and setup expert has the right to terminate Setup Services if they feel that You are not complying with any requirements contained in this Agreement or any consent provided prior to the initiation of the Setup Services. Setup Services will continue until completion only if completion can occur within a reasonable amount of time, reasonableness will be at the discretion of the delivery and setup expert. In the event the Setup Services are stopped prior to Your device setup being complete, You may continue the Setup Services by calling a Tech Coach or clicking on the Tech Coach App.

## **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 back-up 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 Tech Coach Terms of Service and the Verizon Wireless Customer Agreement, 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 Services, 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 Services, 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; (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; and (c) if eligible, and choose to have Your replacement device under TMP delivered to you same-day, with Setup Services, expressly authorize a delivery and setup expert to deliver Your replacement device to Your home (or designated address), and consent to a delivery and setup expert performing certain Setup Services, in Your home (or designated address), subject to this Agreement.

## **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.

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<sup>1</sup>Same-day delivery is available in select locations and for select devices. Check [www.phoneclaim.com/verizon](http://www.phoneclaim.com/verizon) to determine if Your device is eligible and to determine markets where same-day delivery is available.

**Claim Limitation.**

Subject to the Arbitration provision in your Verizon Wireless Customer Agreement and unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one (1) 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).

**SERVICE CONTRACT****I. FEE:**

You will be billed a monthly fee in the amount of \$5.00, in New York \$3.90 or \$4.15, based on device type, in advance, to receive this Service Contract unless you purchase this protection as part of a program bundle. If you purchase this protection as a part of a program bundle your charges will be as listed below:

<b>Program Name</b>	<b>Program Price</b>	<b>Service Contract Price</b>
<b>Total Equipment Coverage</b>	\$7.00 or \$11.00	\$3.90 or \$4.15
<b>Total Mobile Protection</b>	\$12.00 or \$15.00	\$3.90 or \$4.15
<b>Total Mobile Protection Multi-Device</b>	\$45.00	\$10.65 first 3 lines \$3.75 each additional line
<b>Total Mobile Protection for Business</b>	\$45.00	\$10.65

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

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

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

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

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

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner;
- B. Defects or damage from misuse, abuse, accident or neglect;
- C. Defects or damage from improper operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any claim;
- E. Products with labels removed or illegible serial numbers;
- F. Defects or damage due to spills of or immersion in food or liquid;
- G. Scratches on all plastic surfaces and externally exposed parts resulting from normal use;
- H. Damage resulting from normal wear and tear;
- I. Defects or damage covered by the original equipment manufacturer's warranty; and/or
- J. Damage caused by abuse, intentional acts, or the use of the Product in a manner inconsistent with the use for which it was designed, intended or advised by the original equipment manufacturer or that would void such manufacturer's warranty.

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

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

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

At Verizon Wireless' sole discretion, claim fulfillment will be provided at select Verizon Wireless operated retail stores, or by calling Verizon Wireless at (866) 406-5154 (toll free from a landline phone). Your Product may be repaired or replaced at a Verizon Wireless Authorized Repair Facility. If there are no Verizon Wireless Authorized Repair Facilities available in your area, Verizon Wireless will provide you with a replacement device. In the event Verizon Wireless arranges for the repair of the Product, you may be required to deliver your Product for repair as directed by Verizon Wireless. If Verizon Wireless arranges for the replacement of your Product, the replacement device will be shipped directly to you within 5 business days, or you may be required to pick-up the replacement device at a Verizon Wireless retail location in your area. Once you receive your replacement device, you must return your defective Product to Verizon Wireless in the shipping package we include with the replacement device within five (5) days. If you do not return your defective Product or if you return a Product that is not covered pursuant to Section III of this Service Contract, you will be charged up to the full retail price of the replacement device, which may exceed \$800. However, if you are notified by us that your Product is damaged due to something that is not covered by this Service Contract, you may return the replacement device to Verizon Wireless in the shipping package it came in to avoid being charged the value of the replacement device. Replacement devices and accessories returned must be in like-new condition to avoid being charged a fee.

## **VI. REQUIRED CLAIM SERVICE FEE:**

There is no claim service fee.

## **VII. YOUR OBLIGATIONS UNDER THIS SERVICE CONTRACT:**

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

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

Subject to any State Specific Requirements set forth in Section XII, we may terminate this Service Contract at any time. You may terminate this Service Contract at any time by visiting any Verizon Wireless operated retail location, calling (866) 406-5154 (toll free from a landline phone), or by visiting the MyVerizon page at [verizonwireless.com](http://verizonwireless.com) and requesting cancellation. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Service Contract. If Verizon Wireless terminates this Service Contract you will receive a prorated refund of the most recent monthly fee paid. Cancellation of this Service Contract by Verizon Wireless will be effective no less than thirty (30) days after you receive notice of cancellation. The notice will state the effective date of and reason for cancellation. If you terminate this Service Contract within thirty (30) days of activation of service or other authorized enrollment under this Service Contract plan, whichever is later, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If you cancel this Service Contract within this time period we will provide you with a refund no later than thirty (30) days after you notify us that you wish to cancel. If we do not provide the refund to you within this time period, you are entitled to receive a refund in the amount of what you paid, plus an extra ten percent (10%) for each month in which the refund is not provided to you. If you terminate this Service Contract more than thirty (30) days after activation of service or other authorized enrollment under this Service Contract plan, whichever is later, or if a claim has been paid during that period, you will receive a prorated refund of the most recent monthly fee paid.

## **IX. OTHER CONDITIONS:**

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

- A. Verizon Wireless is not responsible in any way under this Service Contract for any ancillary/peripheral equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary/peripheral equipment. All such equipment is expressly excluded from this Service Contract. Furthermore, Verizon Wireless is not responsible for any damage to the Product resulting from the use of ancillary/peripheral equipment not included with the Product in the original packaging from the original equipment manufacturer.
- B. When the Product is used in conjunction with ancillary/peripheral equipment not included with the Product in the original packaging from the original equipment manufacturer, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/peripheral/ancillary combination, and Verizon Wireless will honor no claim where the Product is used in such a combination and it is determined by Verizon Wireless that there is no fault with the Product. Verizon Wireless specifically disclaims any responsibility for any damage caused in any way by the use of Product accessories/peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories/peripherals are not included with the Product in the original packaging from the original equipment manufacturer.
- C. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ANY REPLACEMENT PRODUCT PROVIDED HEREUNDER, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

## **X. GENERAL PROVISIONS:**

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

## **XI. OTHER RIGHTS:**

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

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

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

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

- (1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES), INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

- (2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S CONSUMER ARBITRATION RULES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), 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 AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.**
- (4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY VC54S092C, BASKING RIDGE, NJ 07920. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, VERIZON WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED LATER.
- (5) WE ALSO OFFER CUSTOMERS THE OPTION OF PARTICIPATING IN A FREE INTERNAL MEDIATION PROGRAM. THIS PROGRAM IS ENTIRELY VOLUNTARY AND DOES NOT AFFECT EITHER PARTY'S RIGHTS IN ANY OTHER ASPECT OF THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL ASSIGN AN EMPLOYEE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR AND THE PROCESS HAS ALL OF THE PROTECTIONS ASSOCIATED WITH MEDIATION. FOR EXAMPLE, NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT **VERIZONWIRELESS.COM** OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE GO TO **VERIZONWIRELESS.COM** OR CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM.
- (6) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.
- (7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
- (8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.**
- (9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

## **XII. STATE SPECIFIC PROVISIONS**

- A. For residents of California, if you cancel this Service Contract thirty (30) days after receipt of this Service Contract, and no claim has been made hereunder you will receive a full refund of any amounts paid for it. If we fail to provide you with a refund within thirty (30) days of you notifying Verizon Wireless that you wish to cancel you are entitled to receive an extra ten percent (10%) for each month, or fraction thereof, in which your money is not refunded.
- B. For residents of Connecticut, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116 directly if Verizon Wireless fails to perform according to the terms hereof. The second Section VIII. is deleted and replaced with the following: "You may terminate this Service Contract at any time for any reason by visiting any Verizon Wireless operated retail location, calling (866) 406-5154 (toll free from a landline phone), or by visiting the MyVerizon page at verizonwireless.com and requesting cancellation." Any disputes between Verizon Wireless and residents of Connecticut arising under this Service Contract shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, and a copy of the Service Contract form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attn.: Consumer Affairs.
- C. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless before the expiration of the monthly term for fraud, material misrepresentation or your failure to pay amounts due hereunder. You may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss. All cancellations will conform to OCGA 33-24-44. Section XI. of this Service Contract does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.
- D. For residents of Kentucky, you may file a claim with Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss.
- E. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; or (3) perform any act or omission or violate any condition of this Service Contract after its effective date that substantially and materially increases the service required under this Service Contract. If we fail to pay the cancellation refund as stated in Section VIII., the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. In the event you do not receive satisfaction under this Service Contract, complaints or questions about this Service Contract may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

- F. For residents of New Hampshire: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 or (603) 271-2261. Section XI. of this Service Contract is subject to Revised Statutes Annotated 542.
- G. For residents of New Mexico, Verizon Wireless may not terminate this Service Contract before the expiration of the monthly term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; (3) are convicted of a crime that results in an increase in the service required under this Service Contract; or (4) perform any act or omission or violate any condition of this Service Contract that substantially and materially increases the service required under this Service Contract.
- H. For residents of New York, notwithstanding Section V. of this Service Contract, Verizon Wireless does not provide any repair or replacement services in its stores in New York City, New York. If you have any questions about repair or replacement services, contact Verizon Wireless at (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, Section XI. is replaced with the following: IN THE EVENT WE CANNOT RESOLVE ANY DISPUTE, YOU AND WE MAY, IN A SEPARATE AGREEMENT, CONSENT TO ARBITRATION. YOU AND VERIZON WIRELESS UNCONDITIONALLY WAIVE ANY RIGHT TO CLASS ACTIONS, CLASS OR COLLECTIVE ARBITRATIONS AND A TRIAL BY JURY IN ANY RELATED ACTION OR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon. ANY ARBITRATION OCCURRING UNDER THIS SERVICE CONTRACT SHALL BE ADMINISTERED IN ACCORDANCE WITH THE AAA RULES UNLESS ANY PROCEDURAL REQUIREMENT OF THE AAA RULES IS INCONSISTENT WITH THE OREGON UNIFORM ARBITRATION ACT IN WHICH CASE THE OREGON UNIFORM ARBITRATION ACT SHALL CONTROL AS TO SUCH PROCEDURAL REQUIREMENT.
- 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 800-768-3467.
- 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.
- M. For residents of Virginia, if any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.
- N. For residents of Wisconsin, this Service Contract may only be terminated by Verizon Wireless before the expiration of the monthly term for nonpayment by you of any amount due hereunder, material misrepresentation by you, or a substantial breach of duties by you. In the event of a total loss of the Product that is not covered by a replacement under this Service Contract, you may cancel this Service Contract and you will receive a prorated refund of the most recent monthly fee paid. By agreeing to Section XI., YOU AND VERIZON WIRELESS BOTH AGREE TO RESOLVE SERVICE CONTRACT DISPUTES ONLY BY ARBITRATION OR SMALL CLAIMS COURT, AND UNCONDITIONALLY WAIVE ANY RIGHT TO CLASS OR COLLECTIVE ARBITRATIONS AND A TRIAL BY JURY IN ANY RELATED ACTION OR PROCEEDING. PLEASE SEE SECTION X.B. FOR OTHER IMPORTANT TERMS REGARDING ARBITRATION AFFECTING YOUR RIGHTS. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The first sentence of Section XI.(1) is deleted in its entirety.
- O. For residents of Wyoming, Section XI. of this Service Contract is replaced with the following: IF THERE ARE DISPUTES BETWEEN YOU AND US THAT ARE NOT RESOLVED BY NEGOTIATIONS, YOU AND WE MAY IN A SEPARATE WRITTEN AGREEMENT VOLUNTARILY CONSENT TO ARBITRATION. ANY ARBITRATION PROCEEDINGS SHALL BE CONDUCTED WITHIN THE STATE OF WYOMING.

**SELLER:**

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

Verizon Wireless Services, LLC  
One Verizon Way  
Basking Ridge, NJ 07920  
1.866.406.5154

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