

NEW YORK GROUP WIRELESS COMMUNICATIONS EQUIPMENT COVERAGE

Various provisions in this 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 Mutual Insurance Company, who is providing this insurance.

The word “Agent” refers to Asurion.

The term “Authorized Service Center” means Asurion, who is providing repair and replacement services on our behalf.

The term “Sponsoring Wireless Service Provider” means Verizon Wireless, who is providing the wireless telephone or communication services, and is the entity sponsoring the members enrolled in the Group shown in the Declarations.

The term “Enrolled Group Member” means a customer of Verizon Wireless who:

1. Has elected to purchase insurance under this policy by completion of the enrollment process; and
2. Has been accepted for coverage under this policy by Asurion.

A. COVERAGE

We will repair or replace Enrolled Group Member’s Covered Property that has incurred direct physical loss or direct physical damage caused by or resulting from any Covered Cause of Loss.

1. Covered Property

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

- a. 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. The following 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 Verizon HUB may also be insured as Covered Property under this policy. Accessories for the Verizon HUB are covered by this policy if a) such accessory was packaged in the same box with the Verizon HUB by the original manufacturer and b) the accessory was part of the loss incurred to the Verizon HUB.

2. Property Not Covered

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade;
- b. The value of and the cost to research, replace or restore data, or programs non-standard for the make and model;
- c. Components or any other part that is non-standard for the make and model;
- d. Any motor vehicle original or after-market equipment or accessories, whether or not permanently installed;
- e. Any other equipment or accessories not described as Covered Property, including but not limited to color faceplates;
- f. Property that has been entrusted to (including to and from) others for any service, repair or replacement, other than the Authorized Service Center or its designee;
- g. Verizon Wireless’s fees for connection service, calls or connection or any other services, whether legitimate or fraudulent.

3. Coverage Period

The Coverage Period is the policy period shown in the Declarations. We cover loss or damage commencing during the policy period shown in the Declarations. For each Enrolled Group Member, coverage begins on the date the initial enrollment application is submitted to us or at the inception date shown in the Declarations, whichever is later.

4. Coverage Territory

We insure the Covered Property wherever it is located in the world.

5. Covered Causes of Loss

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

6. Coverage Limitations

a. Claim Authorization and Loss Payment

We have the right to settle the loss with the Enrolled Group Member or his or her designee. No claims will be accepted unless authorized by Asurion. All repairs and replacements must be done by Asurion unless Asurion gives the Enrolled Group Member other specific directions. In no event will Enrolled Group Members be reimbursed for any out-of-pocket expenses.

b. Cosmetic Damage

We will not repair or replace any cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes, but is not limited to:

- (1) Cracking, marring, scratching or warping;
- (2) Change in color or other change in the exterior finish.

c. Covered Under Warranty

We will not make any repair or replacement for loss or damage that is covered under the manufacturer's warranty.

d. Late Claims

We will not cover claims reported to the Authorized Service Center more than 60 days after the discovery of the loss or damage. If reporting a claim to the Authorized Service Center cannot occur within 60 days of discovery for reasons beyond the insured's control, such notice of claim to the Authorized Service Center should occur as soon as practicable.

e. Two Claims

Each Enrolled Group member is limited to 2 covered claims during a policy year. When this limit is exhausted, we will send the Enrolled Group Member written notice which will state that his or her coverage is exhausted for the policy year, as of the effective date shown in the notice.

B. EXCLUSIONS

1. This insurance does not apply to loss or damage caused directly or indirectly by any of the following:

a. Governmental Authority

Seizure or destruction of property by order of governmental authority.

b. 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.

c. War

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force; or
- (3) 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.

2. This insurance does not apply to loss or damage caused by or resulting from any of the following:

a. Delay, Loss of Use

Delay, loss of use, loss of service, loss of market, or any other consequential loss or damage, including, but not limited to, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

b. Dishonest, Intentional, or Criminal Acts

Dishonest, intentional or criminal acts by an Enrolled Group Member or by any person entrusted with Covered Property, whether acting alone or in collusion with others, with respect to his or her coverage under this insurance.

c. Obsolescence

Obsolescence or depreciation.

d. Wear, Deterioration, Latent Defect

- (1) Wear and tear, deterioration; or
- (2) Hidden or latent defect, including equipment design defect, or any quality in the property that causes it to damage or destroy itself.

e. Electrical and Mechanical Breakdown

Mechanical breakdown and disturbance caused by battery power or any artificially generated electrical current.

f. Virus

Computer virus or any other malicious code or similar instruction that:

- (1) Disrupts the normal operation of the Covered Property; or
- (2) Results in destruction of or unsuitability of data or programs stored in the Covered Property.

g. Voluntary Parting

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

C. LIMITS OF INSURANCE

The most we will spend, for any one occurrence to repair or replace Covered Property due to a covered claim is either four hundred dollars (\$400) if your device is found in Schedule A or one thousand five hundred dollars (\$1,500) if your device is found in Schedule B, attached hereto. These Limits of Insurance apply separately to each covered claim.

D. DEDUCTIBLE

The deductible is either \$39 or \$89 depending on whether the Covered Property is found in Schedule A or Schedule B, attached hereto, and is non-refundable and is payable at the time a repair or replacement is approved by Asurion. 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. ENROLLED GROUP MEMBERS' DUTIES IN EVENT OF LOSS

In the event of loss or damage to Covered Property, the Enrolled Group Member or his or her designee presenting the claim must cooperate with us and see that the following are done:

1. Notify Police

If a law may have been broken, notify the police and obtain a police report case number. If requested, provide a copy of the police report to Asurion.

2. Notify Authorized Service Center, Give Description

Notify Asurion within 60 days of discovery of loss, giving a complete description of:

- a. The Covered Property, including telephone number and unique identification number (e.g. ESN, SIM or IMEI); and
- b. How, when and where the loss or damage occurred. This information must be provided within 60 days of making the initial report.

3. Notify Wireless Service Provider

If the Covered Property is lost or stolen, notify Verizon Wireless as soon as reasonably possible so it may suspend wireless communications service.

4. Protect

Take all reasonable steps to protect the Covered Property from further damage.

5. Permit Inspection

Permit us to inspect the damaged property. If requested, take or send, the Covered Property to our designee for equipment failure evaluation.

6. Statement Under Oath

As often as may be reasonably required, submit to questioning under oath about any matter relating to this insurance or claim. In such event, the answers must be signed.

7. Proof of Loss and Ownership

If required, provide:

- a. Ownership records, such as a bill of sale; and
- b. A signed, sworn proof of loss or damage containing the information we request to settle the claim. The proof of loss and ownership records must be provided within 30 days after we provide the necessary proof of loss forms.

8. Salvage and Recovery

The Enrolled Group Member is required to send the damaged property to the Authorized Service Center. The Authorized Service Center will provide a prepaid shipping label. If the damaged property is not returned to the Authorized Service Center within 30 days of the date the claim was approved, the Salvage Non-Return Fee of up to \$300 will be billed to the Enrolled Group Member. Any recovery of lost or stolen property will accrue entirely to our benefit.

9. Take Delivery

Be available to take delivery of equipment within 30 days of claim authorization or pay the added cost of claim re-delivery.

F. OUR DUTIES IN EVENT OF LOSS

1. When We Repair or Replace

If a claim is made, we will give notice of our intentions within five days after we receive all the information requested from the Enrolled Group Member presenting the claim. Repair or replacement of the lost or damaged property will be done within five days after the Enrolled Group Member has complied with all the terms of this Policy, and we have agreed with the Enrolled Group Member about the repair or replacement.

2. Our Options

At our option, we may provide replacement equipment, or repair with substitute parts, of like kind, quality and functionality, that:

- a. Has been refurbished, and may contain non-original manufacturer parts; or
- b. Is a different brand, model or color.

G. ADDITIONAL CONDITIONS

1. Duty of “Sponsoring Wireless Service Provider”

Enrolled Group Members have agreed that Verizon Wireless will act on behalf of the Group shown in the Declarations, including each Enrolled Group Member, with respect to the coverage provided, the rate charged for the coverage and cancellation/nonrenewal of this policy.

2. Benefit Only Available To Enrolled Group Members

No person or organization, other than the Enrolled Group Members, will benefit from this insurance.

3. Arbitration

This Arbitration provision requires the submission of any dispute to Arbitration.

- a. Instead of first suing in court, disputes or controversies of any nature whatsoever (whether in contract, tort, or other wise, including statutory, common law, fraud, other intentional tort, property and equitable claims) will be arbitrated on an individual, non-class basis, arising out of, relating to, or in connection with:
 - (1) This policy,
 - (2) Any activities, transactions, services or interactions of any kind involving any Enrolled Group Member and us (which shall also include any of our employees, agents, representatives or associated businesses involved in any way in any activities, transactions, services or interactions involving any Enrolled Group Member and us), and the relationships which result from this policy, including, to the full extent permitted by applicable law, relationships with third parties who are not parties to this policy, including this arbitration provision; or
 - (3) The validity, scope or enforceability of this arbitration provision or the entire policy.
- b. Any such claim, dispute or controversy instead shall be resolved on an individual basis without resort to any form of class arbitration, by nonbinding arbitration before a single arbitrator. All Enrolled Group Members and we waive any right to pursue any such dispute, controversy or claim on a class arbitration basis even if applicable law permits class arbitrations.
- c. All arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Wireless Industry Rules and Procedures in effect at the time the demand for arbitration is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling 1-800-778-7879, or by visiting AAA’s Web site at www.adr.org.
- d. Any arbitration which an Enrolled Group Member attends will take place at a location within the federal judicial district that includes the Enrolled Group Member’s billing address at the time the demand for arbitration is filed.
- e. Upon written request, we will advance to the Enrolled Group Member either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide which party to the arbitration will ultimately be responsible for these fees and, as to an Enrolled Group Member (not the Wireless Service Provider), may waive the insured’s fees upon a finding of economic hardship; in no event will the fees for an Enrolled Group Member (not the Wireless Service Provider) be greater than 25% of the value of the Covered Property in dispute, or \$150.00, whichever is less.
- f. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.
- g. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

EACH ENROLLED GROUP MEMBER AND WE AGREE THAT THIS ARBITRATION WILL BE ON AN INDIVIDUAL BASIS AND WE UNDER STAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER ENROLLED GROUP MEMBERS NOR WE WILL HAVE THE RIGHT TO FIRST GO TO COURT, HAVE A JURY TRIAL OR PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS UNDER A CLASS ACTION OR CLASS ARBITRATION UNTIL THE ARBITRATION REQUIRED BY THIS PROVISION HAS BEEN COMPLETED AND THE ENROLLED GROUP MEMBER AND WE HAVE BEEN UNABLE TO RESOLVE OUR DISPUTE, CLAIM OR CONTROVERSY. FURTHER, ALL ENROLLED GROUP MEMBERS AND WE WAIVE OUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANT UNDER A CLASS ARBITRATION EVEN IF CLASS ARBITRATION WOULD OTHERWISE BE PERMISSIBLE UNDER APPLICABLE LAW. THIS ARBITRATION PROVISION DESCRIBED HEREIN SHALL ALSO APPLY TO Verizon Wireless.

4. Cancellation

a. How this Entire Policy is Cancelled

- (1) Verizon Wireless may cancel this entire policy by mailing or delivering to us advance written notice of cancellation, subject to paragraphs (3) and (4) below that assure compliance with New York Insurance Law.
- (2) We may cancel this policy by mailing or delivering written notice of cancellation, subject to paragraphs (3) and (4) below that assure compliance with New York Insurance Law.
- (3) Notice of this cancellation must be mailed or delivered by Us to each Enrolled Group Member at least 60 days before the effective date of cancellation.
- (4) Verizon Wireless agrees to act as delivery agent for notice of cancellation to all Enrolled Group Members.

b. How We Cancel Individual Enrolled Group Members

We may cancel an Enrolled Group Member's coverage by mailing or delivering written notice of cancellation, including the actual reason for cancellation, at least:

- (1) 15 days before the effective date of cancellation for:
 - (a) Non-payment of premium; or
 - (b) Discovery of fraud or material misrepresentation in obtaining this certificate or in presenting a claim under this certificate;
or
 - (c) Ceasing to have active telecommunications service with the Sponsoring Wireless Service Provider; or
 - (d) Exhaustion of the aggregate limit of liability, as shown in A.6.d, under this insurance. In such an instance, if the insurer does not send notice of termination to the Enrolled Group Member within 15 days after exhaustion of the limit, coverage shall continue for the Enrolled Group Member notwithstanding the aggregate limit of liability found in A.6.d. until the insurer sends notice of termination to the Enrolled Group Member.
- (2) 60 days before the effective date of cancellation for any other reason.
- (3) No notice of cancellation shall be required where substantially similar coverage has been obtained from another licensed insurer without any lapse of coverage.

c. How Notice of Cancellation is Provided

If there is a cancellation in accordance with section G.4.a or b., notice will be sent to:

- (1) Each Enrolled Group Member affected by the cancellation, using the most recent mailing address on file with the insurer; and
- (2) The Agent
Verizon Wireless agrees to act as delivery agent for notice of cancellation to all Enrolled Group Members.

d. Effective Date of Cancellation

Notice of cancellation will state the effective date of cancellation and the reason for such cancellation. The coverage will end on that date.

e. Return Premiums, If Any

If this policy is cancelled, any refunds due will be on a pro-rata basis. The cancellation will be effective even if the refund has not yet been made or offered.

f. Proof of Mailing

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

5. How Enrolled Group Members Cancel

An individual Enrolled Group Member may cancel his or her coverage by notifying the Agent or Verizon Wireless, who will advise the Agent.

6. Changes

This policy contains all the agreements between us concerning this insurance. The policy's terms can be amended or waived only by endorsement issued by us in accordance with New York Insurance Law and made a part of this policy or certificate.

We will periodically review the terms and conditions of this group policy and certificate issued hereunder and if necessary make changes in accordance with New York Insurance Law. Notice of any such changes will be provided by either the Sponsoring Wireless Service Provider, Us or our Agent to each Enrolled Group Member affected by the change at least 60 days prior to the effective date of such change, using his or her last mailing address on file with the Insurer. If we change the terms and conditions we will provide the policyholder with a revised policy or endorsement and each certificate holder with a revised certificate or endorsement, an updated brochure or facsimile thereof and an explanation of the changes.

Enrolled Group Members may discontinue coverage if they choose not to accept these changes.

7. Concealment, Misrepresentation or Fraud

We do not provide coverage for any Enrolled Group Member who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverages is sought under this policy.

8. Conformity To Statute

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

9. Legal Action Against Us

No Enrolled Group Member may bring a legal action against us under this policy unless:

- a. There has been full compliance with all the terms of this policy;
- b. The action is brought within 2 years after the Enrolled Group Member has knowledge of the loss or damage.

10. Liberalization

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

11. Premiums

Each Enrolled Group Member is responsible for the payment of his or her premium.

12. Renewal or Conditional Renewal

We will not refuse to renew or condition our renewal of coverage, for any Enrolled Group Member, except as allowed by the insurance laws of the State of New York.

13. Separation of Insureds

The Limits of Insurance and Deductible provisions apply separately to each wireless phone (including its accessories) that the Enrolled Group Member has elected to insure under this policy, and which is evidenced by its current unique identifier (e.g. ESN, SIM or IMEI) being on file with the Wireless Service Provider.

14. Transfer of Rights and Duties Under This Policy (Assignment)

No rights and duties under this policy may be transferred.

15. Transfer of Rights of Recovery Against Others To Us (Subrogation)

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

The foregoing is a generalized description of the policy. It is not a full and complete version of the policy. Some provisions may differ by state based upon applicable state law. For more information, or a copy of the policy, you may visit www.phoneclaim.com/verizon or you may call Asurion at 1-888-881-2622 or send a self-addressed envelope to Asurion.

ATTN: Policy Copy, P.O. Box 110656, Nashville, TN 37222-0656. Please include your wireless telephone number so the proper policy can be delivered to you.

IMPORTANT NOTICE TO POLICYHOLDERS— TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, as amended, we must make terrorism coverage available if your policy covers commercial property. However, the actual coverage provided by your policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provision of your policy, any endorsements to the policy and generally applicable rules of law.

Any terrorism coverage provided by this policy may be partially reimbursed by the United States Government under a formula established by Federal Law. If applicable, under this formula, the United States Government will pay 85% of covered terrorism losses exceeding a statutorily established deductible paid by insurers until such time as insured losses reach the \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses. If that occurs, your coverage may be reduced. You will not be required to pay a premium for terrorism coverage at this time. If a premium is going to be charged for terrorism coverage, we will provide you with advance notification of what that premium will be.

Verizon Wireless Extended Limited Warranty or Service Contract

I. SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY:

IF YOU PURCHASED YOUR DEVICE, AS STATED ON THE RECEIPT, IN ALABAMA, CALIFORNIA, HAWAII, KENTUCKY, ILLINOIS, NEVADA, NEW YORK, OKLAHOMA, OREGON, SOUTH CAROLINA, TEXAS, VERMONT, WASHINGTON OR WYOMING, THIS DOCUMENT IS A SERVICE CONTRACT. OTHERWISE, IT IS AN EXTENDED LIMITED WARRANTY.

II. FEE:

You will be billed a monthly charge in the amount of \$1.99, in advance, to receive this Warranty or Service Contract. If you purchase this protection as a part of the Verizon Wireless Total Equipment Coverage package you will be billed \$1.99 (Advanced Device) or \$1.50 (Phones). The fee is based on your equipment protection program and/or price plan. If, during the term of this agreement, you change your price plan or protection program, the fee may be increased.

III. WHAT THIS AGREEMENT COVERS:

A. COVERAGE IF IT IS AN EXTENDED LIMITED WARRANTY:

1. Verizon Wireless warrants your individually owned wireless device (hereinafter the "Product") against defects in material and workmanship under normal use and service.

THIS WARRANTY COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

2. At its option, Verizon Wireless will replace the Product during the warranty period at no charge, as long as you return it in accordance with the terms of this Warranty to a Verizon Wireless Communications Store or other location specified by Verizon Wireless. The replacement device 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 returned to Verizon Wireless shall become the property of Verizon Wireless.

B. COVERAGE IF IT IS A SERVICE CONTRACT:

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 to a Verizon Wireless Communications Store or another location specified by Verizon Wireless. The replacement device 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 BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

IV. WHAT THIS WARRANTY OR 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 testing, operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Breakage or damage to antennas unless caused directly by defects in material or workmanship;
- E. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim;
- F. Products with labels removed or illegible serial numbers;
- G. Defects or damage due to spills of or immersion in food or liquid;
- H. Scratches on all plastic surfaces and externally exposed parts resulting from normal use; and/or
- I. Damage resulting from normal wear and tear.

V. HOW LONG THIS WARRANTY OR SERVICE CONTRACT LASTS:

Verizon Wireless will provide the warranties or benefits, described in Paragraph III, for as long as you subscribe to this program, from the date you activate service or for the duration of your continuous active service with Verizon Wireless using the Product, whichever is less. Activation will be deemed to be no later than fifteen (15) days from the date of delivery of the Product to you, the owner.

VI. HOW TO GET YOUR REPLACEMENT DEVICE UNDER THIS AGREEMENT:

To receive your replacement device, present your Product to any Verizon Wireless Communications Store, along with your bill of sale or comparable substitute proof of sale. If you are enrolled in either the Extended Warranty or the Total Equipment Coverage program, call (866) 406-5154 (toll free from a landline phone) and we'll diagnose the issue with you right over the phone. You may also visit any Verizon Wireless store to diagnose and address the problem with your wireless device.

VII. YOUR OBLIGATIONS UNDER THIS WARRANTY OR 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 WARRANTY OR SERVICE CONTRACT:

- A.** Subject to Paragraph VIII.B., we may terminate this Warranty or Service Contract at any time. You may terminate this Warranty or Service Contract at any time. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Warranty or Service Contract. If you or Verizon Wireless terminate this Warranty or Service Contract more than thirty (30) days after receiving this Warranty or Service Contract, you will receive a prorated refund of your monthly fee for this Warranty or Service Contract, as applicable.
- B.** For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless for fraud, material misrepresentation or your failure to pay amounts due hereunder. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the agreed 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 the effective date of this Service Contract that substantially and materially increases the service required under this Service Contract. Cancellation of this Service Contract by Verizon Wireless will be effective fifteen (15) days after you receive the notice of cancellation.
- C.** If within thirty (30) days of receiving this Warranty or Service Contract you wish to cancel service and you have not made a claim under this Warranty or Service Contract, simply notify Verizon Wireless and we will refund all fees paid up to the date of termination.
- D.** IF YOU CANCEL AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, VERIZON WIRELESS MUST PROVIDE YOU WITH A FULL REFUND NO LATER THAN THIRTY (30) DAYS AFTER YOU NOTIFY VERIZON WIRELESS THAT YOU WISH TO CANCEL THIS WARRANTY OR SERVICE CONTRACT. IF VERIZON WIRELESS DOES NOT REFUND YOUR MONEY DURING 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 YOUR MONEY IS NOT REFUNDED.

IX. OTHER CONDITIONS:

- A.** This Warranty or Service Contract is extended to the original subscriber buyer only and may not be assigned or transferred to subsequent subscriber buyers. This is Verizon Wireless' complete Warranty or Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Warranty or Service Contract unless made in writing and signed by an officer of Verizon Wireless. If this document is a Warranty, Verizon Wireless does not warrant the installation, maintenance or service of the equipment, accessories, batteries or parts.
- B.** Verizon Wireless cannot be responsible in any way under this Warranty or 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 Warranty or Service Contract. Furthermore, Verizon Wireless cannot be 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 warranty or service 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.

X. GENERAL PROVISIONS IF THIS IS A WARRANTY:

- A.** This Warranty sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY VERIZON WIRELESS.
- B.** IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, 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.

C. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

XI. GENERAL PROVISIONS IF THIS IS A SERVICE CONTRACT:

- 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.
- B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

XII. OTHER RIGHTS:

- A. This Warranty or Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.
- B. Residents of Georgia and Kentucky 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. Residents of Connecticut 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.
- C. Resolution of Disputes for Connecticut Residents Only: Any disputes between Verizon Wireless and residents of Connecticut arising under this Warranty shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, the cost of the repair of the Product and a copy of the warranty form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn.: Consumer Affairs.
- D. Defective equipment must be returned or holder will be subject to a non-return fee equal to the cost of the non-promotion retail price. Subject to equipment availability at time of processing. Customer agrees to "like" device if same model is no longer available.

SELLER:

(Entity Financially and Legally Obligated to Perform Service)

Verizon Wireless Services, LLC
One Verizon Way
Basking Ridge, NJ 07920-1097